AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
April 28, 2015
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

A. **AI-49431** Update on 2015 Legislative activities

B. **AI-49180** Proclamation declaring May 7, 2015 as National Day of Prayer in Hidalgo County

C. **AI-49460** Approval of Proclamation declaring April as National Donate Life Month in Hidalgo County.

D. **AI-49461** Approval of Resolution in honor of the 135th anniversary of Edwards Abstract and Title Company, celebrating the continued success of this Edinburg-based small business.

E. **AI-49318** Discussion, consideration, and action regarding assignment of Department Liaisons.

7. **District Attorney's Office:**

A. **AI-49218** District Attorney's Office - LEOSE (1220):
1.) Approval of certification of revenues by the County Auditor for the 2015 LEOSE allocation of the District Attorney's Office in the amount of $1,353.47.

2.) Approval of Budget Amendment to appropriate the 2015 LEOSE allocation from the State Comptroller in the amount of $1,353.47.

8. **County Clerk's Office - Arturo Guajardo, Jr.:**

A. **AI-49213** Requesting approval of 2015-2016 Elected Official Bond for Hidalgo County Sheriff, Jose Eduardo Guerra

9. **Constables:**

A. **AI-49266** Constable Pct.#4:
Discussion, consideration, and approval to appoint Kimberly Jean Echavarria and Jesus Munoz, Jr. as Reserve Deputy Constables by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.012.

10. **Sheriff's Office:**

A. **AI-49438** Authorization and approval to submit a State Administrative Agency Extension Request Form in reference to Operation Stonegarden FY 2013 and authorization for County Judge, as authorized official, to sign required documents.

B. **AI-49360** 1. Approval of interlocal cooperative agreement between City of Mission and the Hidalgo County Sheriff's Office regarding the deputization of City of Mission resource police officers for Sharyland ISD campuses.

2. Authorization for County Judge, as authorized official, and Sheriff Guerra to sign required document.

C. **AI-49404** 1. Requesting consideration and ratification for Hidalgo County to submit the Texas Department of Public Safety Texas Homeland Security State Administrative Agency (SAA) 2015 Eligibility Certification Form to the SAA for the FY2015 Homeland Security Grant Program.
2. Requesting authorization for County Judge, as authorized official, to electronically approve the submission of the Texas Department of Public Safety Texas Homeland Security State Administrative Agency 2015 Eligibility Certification Form via an email.

D. **AI-49409** 1. Approval of Certification of Revenues by the County Auditor.

2. Approval to appropriate funds for the Jail Commissary Account (2102) in the amount of $14,930.27.

11. **Executive Officer - Valde Guerra:**

A. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

B. **AI-49248** Presentation by Texas Gas Services for request for relief of Order Abandoning Rd. - Pct. 4

C. **AI-49325** Discussion/approval to re-schedule the Tuesday, May 12, 2015 court meeting to Tuesday, May 5, 2015

D. **AI-49181** Request to use the courthouse open forum grounds for the National Day of Prayer Event to be held on May 7, 2015 from 8:00am - 8:00 pm.

E. **AI-49326** Facilities Management:
Approval of credit application and agreement with Lennox Industries, Inc. in order to purchase needed material for County Buildings and authorize Valde Guerra, County Executive Officer to sign documents

12. **Human Resources - Esther Cortez:**

A. **AI-49400** Tax Office (1100):
1. Requesting approval to correct the budgeted salary for the following full-time position(s), previously approved by Commissioners Court on 3/17/2015 (refer to AI- 48805, item 9.B), in order to comply with the minimum hourly rate of $10.10:

Slot No.	Dept/Program	Position Title	Current Budgeted Salary	Correct Budgeted Salary
0176	140-001	Data Entry Clerk II	$20,235.00	$21,008.00
0177	140-001	Data Entry Clerk II	$20,235.00	$21,008.00

2. Approval to correct the salary schedule in accordance with Commissioners Court action.

B. **AI-49349** Tax Office (1100):
1. Discussion, consideration and approval of the following personnel actions, effective next full pay period of 05/04/2015:

Action	Slot#	Dept/Prog	Position Title	Current/Proposed Budgeted Salary
Delete	0026	140-001	Deputy Clerk II	$37,145.00
Create	0178	140-001	Fraud Investigator	$37,145.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

C. **AI-49350** County Court at Law #8 (1100):
1. Discussion, consideration, and approval to change titles and interpreter pay allowance to the following positions, effective next full pay period of 05/04/2015:

Action	Slot#	Dept/Prog	Current Position Title	Proposed Position Title	Current Allowance Amount	Proposed Allowance Amount
Title Change / Add Interpreter Allowance	0004	028-001	Assistant Court Coordinator	Bailiff	-0-	$3,000.00
Title Change / Remove Interpreter Allowance	0005	028-001	Bailiff	Assistant Court Coordinator	$3,000.00	-0-

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

D. **AI-49388** Sheriff's Office / Jail (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions, effective next pay period of 5/04/15:

Action	Slot#	Dept/Prog	Position Title	Current/Proposed Budgeted Salary
Delete	0036	280-001	Sergeant Step II	$49,017.00
Create	0419	280-001	Sergeant Step IV	$52,508.00

Delete	0071	280-002	Sr. Detention Officer Step II	$35,707.00
Create	0425	280-002	Detention Officer Step I	$31,364.00

3. Approval of inter-departmental transfer.
4. Approval to revise the salary schedule(s) in accordance to Commissioners Court Action.

E. **AI-49436** Precinct #2 - Parks (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Approval to create the following part time temporary-positions not to exceed 10 weeks:

Action	Dept./ Program	Position Title	Slot #	Budgeted Salary/ Hourly Rate
Create	122-008	Head Lifeguard	T039	$15.00
Create	122-008	Lifeguard	T040	$12.00
Create	122-008	Lifeguard	T041	$12.00
Create	122-008	Lifeguard	T042	$12.00
Create	122-008	Attendant	T043	$11.00
Create	122-008	Attendant	T044	$11.00

3. Approval of interdepartmental transfer.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

13. **Health & Human Services Department - Eddie Olivarez**

A. **Health Care Funding District:**

1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

B. **Indigent Health Care Program:**

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

C. **AI-49347** Discussion and update on 2015 South Texas Hurricane Conference held on April 14 & 15, 2015.

D. **AI-49305** Requesting approval of the Memorandum of Understanding between South Texas Vo-Tech Institute and County of Hidalgo. (The purpose is for coordinating volunteers during emergency situations.)

E. **AI-49333** Approval to process the following invoices from Airgas USA as claims with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Invoice Date	Invoice No.	Amount	Invoice Date	Invoice No.	Amount
01/31/2015	9924616089	2.00	01/31/2015	9924616090	2.00
01/31/2015	9924616091	2.00	01/31/2015	9924616092	2.00
01/31/2015	9924616093	2.00	01/31/2015	9924616094	2.00
01/31/2015	9924616095	2.00	01/31/2015	9924616096	2.00
01/31/2015	9924616097	2.00			

F. **AI-49374** 1. Requesting approval to submit request to the Department of State Health Services for additional grant funds to Hidalgo County's TB/PC Federal grant contract #2015-001400-00 in the amount of $142,737.00.

2. Requesting approval to request extension of Hidalgo County's TB/PC Federal grant contract #2015-001400-00 for four months to run through 12/31/2015.

G. **AI-49375** Requesting approval to submit renewal grant application for the RLSS / LPHS FY 16 & FY 17 in the amount of $204,806.00. The renewal grant application is for a two-year contract.

H. **AI-49407** Requesting approval to submit renewal grant application for the Immunization FY 16 program in the amount of $649,320.00.

14. **Adult Probation - Arnold K. Patrick:**

A. **AI-49389** Approval of Revised Resolutions for the DWI Court, the Veterans Court, the Prostitution Court, and the Monitoring Compliance for High Risk Offenders removing Rudy Perez and naming Arnold K. Patrick, CSCD Director as the Authorized Official

15. **Emergency Management - Ricardo Saldana:**

A. **AI-49401** 1. Discussion, consideration and possible action on the approval of the Memorandum of Understanding between the County of Hidalgo and The American Red Cross with an effective date of April 28, 2015 and termination date no later than five years from April 28, 2020.
2. Authorization for the County Judge to sign the required document.

16. IT Department - Renan Ramirez

A. AI-49069 FIRE MARSHAL:
Authorization and approval to continue wireless device service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Quantity:	Employee Name/ID:	Service Plan:	Equipment:	MDN:
3	See Attachment	4G Mobile Broadband Unl. @ $37.99 each per month	USB Modem 551L	See Attachment
7	See Attachment	4G Mobile Broadband Unl. @ $37.99 each per month	MiFi 6620	See Attachment
7	See Attachment	America's Choice II 1000 Share Email & Data+N&W IN UNL @ $74.99 + $5.00 taxes/fees = $79.99 each per month	iPhone 5c 8gb	See Attachment

B. AI-49184 Requesting approval of the following claims/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor. Verizon Southwest $1,154.03 Account 5-1200-431-00-121-004-0-531

17. Urban County - Diana Serna:

A. AI-49410 Public hearing regarding the FY 2015-2016 Hidalgo County Urban County Program's One Year Action Plan for Year (28).

B. AI-49412 Approval of a Resolution authorizing the County of Hidalgo Urban County Program to submit its FY 2015-2016 Annual Action Plan (Year 28) to the U. S. Department of Housing and Urban Development (HUD) and authorize the County Judge to sign any and all documents related to funding.

C. AI-49241 The Urban County Program on behalf of the City of Peñitas, is requesting consideration and action to award and enter into a construction contract with Armin Antonio Solis Construction in the amount of $313,466.00. UCP funds in Years 15, & 22 thru 26 (2002 & 2009 thru 2013) Parks, Recreational Facility Improvement line items will be utilized.

D. **AI-49415** The Urban County Program (UCP) is requesting approval of Amendment No. 1 to a Professional Engineering Service Contract with SAM Engineering & Surveying, Inc. (SAMES). The Amendment will increase the contract amount of $ 189,225.00 by $10,500.00 for a total amount of $199,725.00 and will include additional scope of services for the Delta Area Connector/East Lateral Colonia Infrastructure-Chapa North, Chapa South and Acre Tract.

E. **AI-49419** Requesting authorization to amend the Emergency Solutions Grant Program (ESG) contract with The Salvation Army. The amendment will increase the existing contract amounts. (please see table below).

F. **AI-49421** Requesting authorization to amend the Emergency Solutions Grant Program (ESG) contract with Catholic Charities RGV. The amendment will increase the existing contract amounts. (please see table below).

18. **Elections Administration - Yvonne Ramon:**

A. **AI-49228** Approval of Full Contract for Election Services between Hidalgo County and the McAllen Independent School District for their election to be held on May 9, 2015.

B. **AI-49411** Approval of Full Contract for Election Services between Hidalgo County and the Progreso Independent School District for their election to be held on May 9, 2015.

C. **AI-49227** Approval of Full Contract for Election Services between Hidalgo County and the City of San Juan for their election to be held on May 9, 2015.

D. **AI-49225** Approval of Lease Contract for Election Services between Hidalgo County and the City of Pharr for their election to be held on May 9, 2015.

E. **AI-49230** Approval of Lease Contract for Election Services between Hidalgo County and the City of Edinburg for their election to be held on May 9, 2015.

F. **AI-49396** Approval of Lease Contract for Election Services between Hidalgo County and the City of McAllen for their election to be held on May 9, 2015.

19. **Head Start Program - Teresa Flores:**

A. **AI-49237** Recruitment Report for Program Year 2015-2016

B. **AI-49238** Discussion/Approval of Summer Work Schedule

C. **AI-49239** Discussion/Approval of Relocation of Classrooms

D. **AI-49240** Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term on the Interlocal Agreements for Two Facilities (under the same terms and conditions) with the Edcouch-Elsa Independent School District

E. **AI-49242** Discussion/Approval of Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and The University of Texas Rio Grande Valley

F. **AI-49243** Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

20. **Precinct #2 - Comm. Cantu:**

A. **AI-49477** Resolution of commitment for local cash match funding for the the Hidalgo County Precinct 2 Regional Hike and Bike Trail Project under the Hidalgo County Metropolitan Planning Organization's FY 2015-2016 Transportation Alternatives Program.

B. **AI-49459** Approval of Resolution in honor of PSJA Early College High School student Ashley M. Tapia for winning the Class 5A State Weight Lifting Championship in her weight class.

C. **AI-49448** CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $65,347.81 to fund the purchase of heavy equipment and drainage improvements.

D. **AI-49455** 1. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of land, also referred to as LJ Drain to Hidalgo County Drainage District No. 1
2. Approval of 2015 appropriation of funds into Precinct 2 Rd Maint (1200) in the amount of $435,772.07.
3. Approval of 2015 appropriation of funds into SOA1342-Pct 2 Equipment & Maintenance Facility in the amount of $211,026.55.
4. Approval of 2015 appropriation of funds into SOA1339-Pct 2 Various Projects in the amount of $671,757.37.

E. **AI-49340** Pct 2 ICA SJ Nolana (R. Long-C Chvz) (1200):
Approval of 2015 appropriation of funds from the R&B unreserved fund balance for Pct 2 ICA San Juan-Nolana (Raul Longoria to Cesar Chavez)Road Project in the amount of $302,457.16 to fund project expenditures.

F. **AI-49475** Approval of land acquisition of Parcel #15A for the FM 2061 - Jackson Road Project (CSJ-1939-02-021).

21. **Precinct #3 - Comm. Flores:**

A. **AI-49207** Requesting approval to name a road that runs North from Mile 2 Rd. between FM 492 and Abram Rd. as **ALEXIA RD.**

22. **Precinct #4 - Comm. Palacios:**

A. **AI-49453** Approval of Interlocal Cooperation Agreement between County of Hidalgo and Emergency Services District No. 3

B. **AI-49393** Pct. 4 Road Maint. (1200):
1. Approval to accept the cost participation from CWL for the construction of Brushline Road.
2. Approval of Certification of Revenues by the County Auditor for the cost participation from CWL Limited for the construction of Brushline Road.
3. Approval of 2015 appropriation of funds in the amount of $108,701.75 for the road construction of Brushline Road.

23. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Pct. 2**

1. **AI-49353** A. Requesting approval to rescind action taken on CC 3/17/2015 [AI#48879 24.F.3.A&B] due to the vendor discontinuing the manufacturing of this tractor;

B. Pursuant to Tx. LGC, Chapters/Sections, 263.151(2)(B)(C)(D) and 263.152(a)(2), action to declare six [6] [tractor/mower] units "Surplus" [detailed & described in the Exhibit attached herein] with approval to dispose of the units for the purpose of "trade-ins" toward the acquisition of new units;

C. Requesting authority to purchase three [3] tractors [as detailed in supporting documentation] through John Deere awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #447-14 to include;

1. Three (3) JD (MY2015) 5065E Utility Tractors in the amount of $ 98,754.45, and;
2. Three (3) JD MX7 Lift-Type Rotary Cutter-540 RPM PTO in the amount of 10,827.30;

less trade-in value for 6 Units in the amount of $54,000.00 for a final total of (B) & (C) of $55,581.75 which includes fees.

2. AI-49422 Acceptance and approval of the construction contract documents for Hidalgo County Precinct No. 2: "Equipment and Maintenance Facility -Parking Lot and Access Road" (CC award action AI-49117, 03/31/15) to 2GS, LLC, in the total amount of $671,777.85, for Contract # C-15-085-03-31 reviewed and approved as to form by Legal Counsel.

3. AI-49432 Requesting acceptance and approval of Work Authorization No. 1 (with an estimated cost of $54,993.36) as submitted by L&G Engineering, Contract No. C-15-125-04-14, to provide Construction Materials Testing and Construction Inspection of Hidalgo County Pct. 2 –Equipment and Maintenance Facility Parking Lot & Access Road Project.

B. Pct. 4

1. AI-49468 A. Requesting approval of the final negotiated Professional Engineering Services Agreement (approved for negotiations by CC on 03/31/15) with **HALFF ASSOCIATES, INC.** for: **"Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings" (on an as needed basis)**, utilized by various departments for projects located within **Hidalgo County Precinct #4** area.

B. Requesting approval of a professional appraisal services agreement with **LEONEL GARZA, JR. & ASSOCIATES, LLC** for the purposes of **"appraisal services"** for: **The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property** located within **Hidalgo County Precinct No. 4 (on an as needed basis)** and as (approved for negotiations by CC from the "POOL" of Appraisers on 03/31/15).

C. Constables

1. AI-49452 A. Authorization to rescind action taken on 03/31/2015 AI-49121 in the amount of $125,713.00 for purchase of Tahoes for Constable Pct. #3, inasmuch as there was no availability from GM manufacturer;

B. Requesting approval to purchase the following vehicles through the County's membership/participation with Houston Galveston Area Council (H-GAC) awarded vendor, Caldwell Country Chevrolet (Contract #VE11-13) in the total

amount of $96,200.75, which includes delivery and a one time administration fee. The fourth vehicle is subject to the GM availibility Notice and is pending for purchase.

QTY	DESCRIPTION	AMOUNT
1	2015 CHEVROLET TAHOE	$32,214.25
2	2015 CHEVROLET TAHOE	$63,386.50
	One Time H-GAC Administration Fee	$ 600.00
	TOTAL AMOUNT	$96,200.75

D. WIC

1. AI-49338 Recommendation by Ms. Norma Longoria, Director, HC-WIC Program for HCCC not to excercise it's option to renew/extend the current lease agreement [for the additional one year] but to take action on the sixty (60) day grace period extension [as permitted under the current lease agreement #C-12-054-06-26 and same rates, terms, and conditions] commencing July 12, 2015 - expiring, September 09, 2015 for the "Lease of Office Space - City of Alton" - HC/WIC [as specifications and requirements will be modified to accommodate needs by program] so as to have no lapse in services while procurement(upon completion of the procurement process which ever comes first and/or is most advantageous to Hidalgo County).

E. Budget & Management

1. AI-49289 A. Presentation of sole bid received from Linebarger-Goggan-Blair & Sampson [as detailed in the tabulation sheet contained herein meeting all specifications and/or requirements] for the purpose of award and approval of contract for: Request for Bids titled: Hidalgo County -"Lease of Office Space to Interested Parties of HC Owned Bldg in the Edcouch Elsa Area" through project No.: 2015-105-04-01-SGS.

B. Pursuant to Item #4 of the Specifications: recommending that HCCC waiver the pro-rated payment of utilities, security /fire system & monitoring systems and refuse dumpsters , portion of the lease [as square footage is minimal to attempt proration of same].

2. AI-49405 Approval and acceptance of the negotiated agreement between Hidalgo County and AMI Risk Consultants Inc. (ranked by HCCC on 03-17-15) for Actuarial Services for Workers Comp-Funding Projections and Other Related Services" for "RFP No: 2015-001-02-11-YSS with same title as agreement.

F. Sheriff's Office

1. **AI-49366** A. Presentation of sole /quote received from Montogmery Technology Systems, LLC, [as detailed in tabulation sheet contained herein meeting all specifications and/or requirements] for the purpose of award and approval of contract [but in no event to exceed $50K] for Request for Sealed Quotes titled: Electronic Security System Maintenance & Repair Service-project No:2015-079-04-02-SGS.

   B. Approval of Clarification on Bid (Quote) page, to reflect **2015**-079-04-02-SGS, **not 2014 as shown.**

G. County Clerk

1. **AI-48610** A. Presentation for scoring grid from assigned committee [for the purpose of ranking by CC] the two [2] firm responses received for the: RFP No: 2015-041-031-11-MEG "Collection of Delinquent Court Fees and Fines-Phased Basis":

   B. Authority for the Executive Officer, Purchasing Department and Legal Counsel to negotiate a final contract with the number one (1) ranked firm of _____ for RFP NO: 2015-041-031-11-MEG "Collection of Delinquent Court Fees and Fines-Phased Basis" project.

H. Co. Wide

1. **AI-49224** Presentation of sole bid received as detailed in tabulation sheet contained herin meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County-"Auctioneer and Storage Services" through project No.: 2015-030-MEG

2. **AI-49303** Presentation of mutilple bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contracts for Request for Bid titled: Hidalgo County-"Pipes & Misc. Items 2nd round" through project No.: 2015-104-03-25-MEG

3. **AI-48852** Presentation of sole bid received as detailed in tabulation sheet contained herin meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County-"Roadway Light Fixtures and Maintenance" through project No.: 2015-025-03-11-MEG

4. **AI-48677** Presentation of multiple bids received as detailed in tabulation sheet contained herin meeting all specifications and/or requirements for the purpose of award and approval of contracts for Request for Bid titled: Hidalgo County-"Pipes & Misc. Items" through project No.: 2015-013-02-11-MEG

24. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-49345** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

D. **AI-49354** Claim of Yessica Nava

E. **AI-49379** Claim of Yanette Flores

25. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

B. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

26. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-49346** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

D. **AI-49355** Claim of Yessica Nava

E. **AI-49380** Claim of Yanette Flores

27. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

28. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

29. **Adjourn**

AI-49431 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Update on 2015 Legislative activities

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/23/2015 08:17 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Sandra Deleon		Started On: 04/22/2015 04:57 PM
Final Approval Date: 04/24/2015		

AI-49180 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation declaring May 7, 2015 as National Day of Prayer in Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

PROCLAMATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/07/2015 08:15 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Monica Badillo Started On: 04/06/2015 09:41 AM

Final Approval Date: 04/24/2015

PROCLAMATION DECLARING MAY 7, 2015 AS NATIONAL DAY OF PRAYER IN HIDALGO COUNTY

WHEREAS, the year was 1775 and the early foundations of our great nation were being created and established, it was a day and time of great expectation. An unprecedented period in world history, these early years were ones in which the founding fathers knew well the formidable task that faced them; and

WHEREAS, it came to pass that the Continental Congress asked the colonies to join in prayer as they moved toward forming the greatest democracy the world has ever known; and

WHEREAS, in 1863, President Abraham Lincoln called for a day of "humility, fasting and prayer" embracing our heritage and building on our early foundation, we are asked again this year to join in prayer as a state and nation for the 64th Annual National Day of Prayer, with this year's theme being "Lord, Hear Our Cry;" and

WHEREAS, throughout our history Americans have turned to prayer and reflection, during time of strength and times of difficulty, in moments of joy and moments of despair; seeking comfort, giving thanks, asking for God's guidance and abiding grace; and

WHEREAS, this year's theme came from I Kings 8:28 "Hear the cry and the prayer that your servant is praying in your presence this day." As our nation comes together, let us all pray for unity of hearts and righteousness for this great state, this great nation and all mankind.

NOW, THEREFORE, BE IT RESOLVED THAT the Hidalgo County Commissioners Court hereby proclaims May 7, 2015 as the National Day of Prayer in the County of Hidalgo.

Dated this 28th day of April, 2015.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-49460 **County Judge's Office** **6. C.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval of Proclamation declaring April as National Donate Life Month in Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

RESOLUTION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/23/2015 03:25 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Sandra Deleon		Started On: 04/23/2015 03:19 PM
Final Approval Date: 04/24/2015		

PROCLAMATION DECLARING APRIL AS NATIONAL DONATE LIFE MONTH

WHEREAS, National Donate Life Month was instituted by Donate Life America and its partnering organizations in 2003. Celebrated in April each year, National Donate Life Month encourages people to register as organ, eye and tissue donors and celebrates those who have saved lives through the gift of donation; and

WHEREAS, there are over 123,000 people on the national transplant waiting list, including 11,676 Texans. Of the number of Texans, 44.4 percent are Hispanic and 23.4 percent are African American; and

WHEREAS, people of all ages and medical histories should consider themselves potential donors. Organ, eye and tissue transplants offer patients a new chance at healthy, productive and normal lives; and

WHEREAS, a person's social and financial status does not play a part in the decision to receive an organ. What counts for people on the transplant waiting list is the severity of their illness, body size, tissue type, blood type, and other important medical information; and

WHEREAS, Hidalgo County encourages residents to register and become organ and tissue donors and supports outreach and education efforts to recruit even more donors.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioners Court hereby declares April as National Donate Life Month and calls upon health care professionals, volunteers, educators, government agencies, faith-based and community groups, and private organizations to join forces to boost the number of organ, tissue, blood and stem cell donors throughout the State of Texas and Hidalgo County.

Dated this 28th day of April, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-49461 **County Judge's Office** **6. D.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval of Resolution in honor of the 135th anniversary of Edwards Abstract and Title Company, celebrating the continued success of this Edinburg-based small business.

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/23/2015 03:25 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Sandra Deleon		Started On: 04/23/2015 03:21 PM
Final Approval Date: 04/24/2015		

RESOLUTION HONORING EDWARDS ABSTRACT AND TITLE COMPANY FOR PROVIDING 135 YEARS OF SERVICE TO THE COMMUNITY AND TO THE REAL ESTATE INDUSTRY

WHEREAS, Edwards Abstract and Title Co. was founded in 1880 by Judge James Henry Edwards who gathered land and deed records for both Hidalgo and Starr Counties with the assistance of early settlers and old records; and

WHEREAS, in 1984, Jesse D. Hedrick purchased Edwards Abstract and Title Co. from the Edwards family and opened its headquarters in the heart of downtown Edinburg; and

WHEREAS, in 2001, Byron Jay Lewis purchased the company from Hedrick and presently serves as Chairman of the Board and Chief Executive Officer. His leadership has enhanced the quality of the life of over 80 employees and their families who share in the operation of the company; and

WHEREAS, during Lewis' tenure the company has introduced state of the art technology and equipment, offering the most innovative products and services; and

WHEREAS, Edwards Abstract and Title Co. is the largest independently owned title insurance provider in the South Texas region with seven locations spread across Hidalgo and Cameron counties; and

WHEREAS, Edwards Abstract and Title Co. is a strong philanthropic supporter and contributor, volunteering and giving back to community organizations such as Rotary Clubs, local Chambers of Commerce, Women's Council of Realtors, Rio Grande Valley Builders Association, and Hidalgo County Bar Association; and

WHEREAS, Edwards Abstract and Title Co. will proudly accomplish another milestone as they commemorate the company's 135th anniversary of service to the community and real estate industry professionals with a ribbon cutting ceremony on May 7, 2015.

NOW, THEREFORE, BE IT RESOLVED that Hidalgo County Commissioners Court recognizes Edwards Abstract and Title Co. and congratulates its leadership and employees for being a shining example of a successful small business as it commemorates its 135th anniversary of service to the community and to the real estate industry.

Dated this 28th, day of April 2015.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-49318 **County Judge's Office** **6. E.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Erika Reyna, COUNTY JUDGE **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and action regarding assignment of Department Liaisons.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/24/2015 04:58 PM
Auditor's Office	Veronica Ortiz	04/24/2015 04:59 PM
Obdett Calzada	Obdett Calzada	04/24/2015 05:07 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Monica Badillo Started On: 04/10/2015 05:06 PM

Final Approval Date: 04/24/2015

AI-49218 **District Attorney** **7. A.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office - LEOSE (1220):
1.) Approval of certification of revenues by the County Auditor for the 2015 LEOSE allocation of the District Attorney's Office in the amount of $1,353.47.

2.) Approval of Budget Amendment to appropriate the 2015 LEOSE allocation from the State Comptroller in the amount of $1,353.47.

BACKGROUND

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1220-412-00-080-004-0-XXX

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

BUDGETARY IMPACT:

Appropriation in the amount of $1,353.47

Revenue account: 5-1220-335-00-080-000-0-000 LEOSE FUND-DA REVENUE

Attachments

APPROPRIATION
CK#132528920
TEXAS COM...LEOSE

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	04/08/2015 11:30 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Ramiro Sendejo Started On: 04/08/2015 09:31 AM

Final Approval Date: 04/24/2015

DATE: March 8, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-1220-412-00-080-004-0-XXX

Contact Person: Ramiro Sendejo **Ph#** (956)318-2300 Ext. 757

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
5-1220-412-00-080-004-0-583	TRAVEL OUT OF COUNTY	$1,000.00
5-1220-412-00-080-004-0-584	REGISTRATION FEES	$353.47
5-1220-335-00-080-000-0-000	LEOSE FUND-DA REVENUE	$1,353.47
	TOTAL BUDGET INCREASE (DECREASE)	**$1,353.47**

REASON: TO APPROPRIATE THE D.A.'S LEOSE FUNDING FROM THE STATE COMPTROLLER.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NO.	INV. DATE	INVOICE DESCRIPTION	DOC. NO.	INVOICE AMOUNT
PEACE OFF ALL		PEACE OFFICER ALLOC	9P150548	$1,353.47

FOR QUESTIONS ABOUT THIS PAYMENT, PLEASE CONTACT THE COMPTROLLER - STATE FISCAL AT 512-463-4561.
CHOOSE DIRECT DEPOSIT FOR SAFE AND SPEEDY DELIVERY OF YOUR PAYMENTS. GO TO WWW.TXDIRECTDEPOSIT.ORG TO LEARN ABOUT DIRECT DEPOSIT, GET FORMS AND LINK TO SEARCH STATE PAYMENTS ISSUED. UNABLE TO GET TO THE WEBSITE AND NEED A FORM SENT TO YOU? CALL THE COMPTROLLER AT 512-936-8138, OR CALL THE PAYING AGENCY: COMPTROLLER - STATE FISCAL AT 512-463-4561.

PAYEE NO: 1XXXXX07176 063 PAYEE NAME: CRIMINAL DISTRICT ATTORNEY / HIDALGO COUNTY
WARRANT NO: 132528920 ISSUE DATE: 02/23/2015 WARRANT TOTAL: $1,353.47

No. 132528920 — NOT NEGOTIABLE — Detach here before depositing →

Texas Comptroller of Public Accounts

132528920 FEBRUARY 24, 2015

TREASURY WARRANT NO.
132528920

022315 0116 902 9P150548 1XXXXX07176 063
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY ONE THOUSAND THREE HUNDRED FIFTY THREE DOLLARS AND 47/100 $1,353.47

TO CRIMINAL DISTRICT ATTORNEY / HIDALGO COUNTY
100 N CLOSNER BLVD RM 3
EDINBURG, TX 78539-3563

VOID AFTER
08/31/2017

⑈304⑈ ⑆114900164⑆ ⑈13252892O⑈

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NO.	INV. DATE	INVOICE DESCRIPTION	DOC. NO.	INVOICE AMOUNT
PEACE OFF ALL		PEACE OFFICER ALLOC	9P150548	$1,353.47

FOR QUESTIONS ABOUT THIS PAYMENT, PLEASE CONTACT THE COMPTROLLER - STATE FISCAL AT 512-463-4561.
CHOOSE DIRECT DEPOSIT FOR SAFE AND SPEEDY DELIVERY OF YOUR PAYMENTS. GO TO WWW.TXDIRECTDEPOSIT.ORG TO LEARN ABOUT DIRECT DEPOSIT, GET FORMS AND LINK TO SEARCH STATE PAYMENTS ISSUED. UNABLE TO GET TO THE WEBSITE AND NEED A FORM SENT TO YOU? CALL THE COMPTROLLER AT 512-936-8138, OR CALL THE PAYING AGENCY: COMPTROLLER - STATE FISCAL AT 512-463-4561.

PAYEE NO: 1XXXXX07176 063 PAYEE NAME: CRIMINAL DISTRICT ATTORNEY / HIDALGO COUNTY
WARRANT NO: 132528920 ISSUE DATE: 02/23/2015 WARRANT TOTAL: $1,353.47

No. 132528920 — NOT NEGOTIABLE — Detach here before depositing →

Texas Comptroller of Public Accounts

132528920 FEBRUARY 24, 2015

TREASURY WARRANT NO.
132528920

022315 0116 902 9P150548 1XXXXX07176 063
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY ONE THOUSAND THREE HUNDRED FIFTY THREE DOLLARS AND 47/100 $1,353.47

TO CRIMINAL DISTRICT ATTORNEY / HIDALGO COUNTY
100 N CLOSNER BLVD RM 3
EDINBURG, TX 78539-3563

VOID AFTER
08/31/2017

⑈304⑈ ⑆114900164⑆ ⑈13252892O⑈

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

February 26, 2015

CRIMINAL DISTRICT ATTORNEY / HIDALGO COUNTY
100 N CLOSNER BLVD RM 3
EDINBURG TX 78539-3563

Vendor number: 17460007176-063

Enclosed is your annual allocation payment from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of $ 1,353.47.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer or licensed jailer on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2016, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2016 Allocation Basis form to us no later than April 30, 2015. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at (800) 531-5441, ext. 3-4530, or (512) 463-4530 if you have any questions or if we can be of assistance.

Enclosures

AI-49213 **County Clerk** **8. A.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Sandra Solis, COUNTY CLERK

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Requesting approval of 2015-2016 Elected Official Bond for Hidalgo County Sheriff, Jose Eduardo Guerra

BACKGROUND

Fiscal Impact

Attachments

Jose Eduardo Guerra, Hidalgo County Sheriff

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/09/2015 02:26 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Sandra Solis		Started On: 04/07/2015 04:01 PM
Final Approval Date: 04/24/2015		

Bond No. **90-BV-K271-8**

FILED
AT 10:00 O'CLOCK A M
MAR 30 2015
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OFFICIAL BOND AND OATH
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, **JOSE EDUARDO GUERRA** of _____
Principal

PO BOX 2	**LINN**	**TX**	**78563**
Street Address	*City*	*State*	*zip*

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto **GOVERNOR OF THE STATE OF TEXAS AND THE GOVERNOR'S SUCCESSORS**

in the penal sum of **THIRTY THOUSAND AND NO HUNDREDTHS** Dollars

($ **30,000.00**), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this **25TH** day of **MARCH**, **2015**.

THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of **HIDALGO COUNTY SHERIFF**

_____ for a term of **OFFICE**

_____ beginning on **APRIL 3, 2015** and

ending on **DECEMBER 31, 2016**.

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

_____
Principal

STATE FARM INSURANCE COMPANIES · STATE FARM INSURANCE · BLOOMINGTON, ILLINOIS

STATE FARM FIRE AND CASUALTY COMPANY

By: _____
Attorney-in-fact

The within bond and the Surety thereon are hereby approved this 25TH day of MARCH, 2015.

FILED
AT 10:00 O'CLOCK A M
MAR 30 2015
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OATH OF OFFICE

STATE OF TEXAS

SS

COUNTY OF HIDALGO

JOSE EDUARDO GUERRA being
Principal (print name)

duly sworn, says that he/she will support the constitution of the United States and of the State of

and that he/she will faithfully, honestly and impartially perform and discharge the duties of the office/position to which he/she has been appointed while he/she shall hold said office.

_____
Signature of Principal

Sworn to by said JOSE EDUARDO GUERRA
Principal (print name)

before me, and subscribed in my presence this 27th day of March A.D. 2015

Notary Seal

NOTARY PUBLIC STATE OF TEXAS
Rosa M Salazar
Notary Public
State of Texas
My Comm. Exp. 6-26-2016

Rosa M Salazar
Notary Public

6/26/2016
Commission Date

AI-49266 **Constables** **9. A.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct.#4:
Discussion, consideration, and approval to appoint Kimberly Jean Echavarria and Jesus Munoz, Jr. as Reserve Deputy Constables by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.012.

BACKGROUND

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint

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Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Reserve Deputy Constables do not get paid from Co. funds; no fiscal impact to Co.

Attachments

LocalCode

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/09/2015 01:11 PM
Obdett Calzada	Obdett Calzada	04/13/2015 01:56 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Nayla Munoz		Started On: 04/09/2015 11:06 AM

Final Approval Date: 04/24/2015

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

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

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with
a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than
$500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of
office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred
by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

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

SUBCHAPTER B. DEPUTIES

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

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

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

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

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

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

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

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

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

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

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

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

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

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

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

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

AI-49438 **Sheriff's Office** **10. A.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and approval to submit a State Administrative Agency Extension Request Form in reference to Operation Stonegarden FY 2013 and authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant Number: EMW-2013-SS-00045 (Federal)
2013-SR-48215-01 (SAA--State Administrative Agency)
Original grant award amount: $3,321,163.51 (AI# 43734 3/25/14)
Original grant award termination date: February 28, 2015
New termination date requested: July 31, 2015.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact. Grant period extension only. New termination date: July 31, 2015.

Attachments

form

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/23/2015 03:02 PM
Budget & Management	Veronica Ortiz	04/23/2015 03:16 PM
Manuel Chapa	Manuel Chapa	04/24/2015 08:08 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 04/23/2015 08:53 AM

Final Approval Date: 04/24/2015

State Administrative Agency (SAA)
Extension Request Process and Form Instructions

All sub-recipients of the SAA must request performance period extensions using the following Extension Request Form. Any request outside of this process will not be considered. (See SAA IB #11-003)

Extension Requests will only be accepted in the last 6 months of the performance period and no later than 30 days before the end of the performance period. Exceptions will be considered on a case by case basis, and must be fully documented when submitted. Projects managed through a Council of Governments (COG) or Urban Area (UA) *must have* COG/UA Point of Contact approval and signature before the SAA will review the request**.** Extension requests must be submitted via **e-mail** to the SAA Lead Grant Coordinator assigned to your Region/UA. These assignments can be found at the link listed below.

The submitting sub-recipient will be notified of approvals/denials through an e-mail containing a copy of the original request with approval/denial indicated and notes. The SAA will attach a Grant Adjustment Notice (GAN) to the e-mail for all approved extensions. The GAN must be signed and returned to the SAA. *Please note, all invoices must be submitted to the SAA by the end of the performance period.*

FORM INSTRUCTIONS

Fill in all the blanks of the Extension Request Form as applicable using as much detail as possible.

Clarification of Request Information:

- **Region/UASI =** from the drop down list, select the name of the Council of Governments or Urban Area. If request is for a state agency, please select State Agency. If the request is for another type of entity, please select NA.
- **Award Amount =** provide the award amount from your most recent Sub-Recipient Agreement or Grant Adjustment Notice.
- **Amount Invoiced =** provide the amount of funding that has been *completed and invoiced* as of the request date. This information can be found on the SPARS website. (Except for State Agency projects funded with grants prior to 2010.)
- **Amount Uncommitted =** provide the amount of uncommitted funding as of the request date. This information can be found on the SPARS website. (Except for State Agency projects funded with grants prior to 2010.)
- **Current End Date =** provide the most current performance period end date on your most recent Sub-Recipient Agreement or Grant Adjustment Notice.
- **Requested End Date =** provide the date you are requesting to extend your performance period. *PLEASE NOTE* - All invoices must be received by the SAA before the end of the extended performance period.
- **Total # of projects sub-grantee is responsible for =** provide the number of projects the sub-grantee was funded and responsible for during the requested grant year.
- **Total # of projects completed =** provide the number of projects the sub-grantee has completed. These should be projects in which all invoices have been submitted in SPARS and to the SAA.
- **List projects included in the extension =** provide the titles of the projects that will continue in the extension period. Please use the same titles that are reflected in SPARS. If none of the projects are completed and all of your projects will remain open during this extension period, you may check the box. The SAA will review the progress on the projects in evaluating this extension request.
- **Justification for Extension =** provide a detailed and project specific justification explaining what has caused the delays, why the extension is needed, and how similar delays will be avoided in the future. Each extension decision will be based on this information. Attach additional pages as necessary.
- **Signature =** the form must be signed by the Director or Authorized Official or their designated signee.

How to:

Print - Click yellow print button in upper right corner of the form, select your printer from drop down and click OK**.**
Save - Click on yellow print button, check the "Print to File" box and click OK and follow the next steps to Save.

Grant Coordinator Assignments and Contact Information:
http://www.txdps.state.tx.us/director_staff/saa/documents/grantGrpAlignments.pdf

State Administrative Agency
E-mail - *SAA@TXDPS.state.tx.us*
Fax - *(512) 206-3137*
Mail - *1033 La Posada, Suite 135, Austin, TX 78752*

State Administrative Agency
Extension Request Form

SAA Serve Texas. Administer Resources.

EXTENSION INFORMATION
(Please complete all fields below and provide detail information)

Date: 04/27/15 **Agency/Jurisdiction:** Hidalgo County Sheriff's Office **Region / UASI:** Lower Rio Grande Valley COG

Requestor's Information **Name:** J.E. "Eddie" Guerra **Phone #:** (956) 383-8114 **Email:** sheriff.guerra@hidalgoso.org

Grant Information:

Grant Year: 2013 **Grant:** OPSG

Award Amount: $3,321,163.51

Amt. Invoiced: (Submitted to SAA) $2,867,040.88

Amt. Uncommitted: $454,122.63

Performance Period:

Current End Date: May 29, 2015

Requested End Date: Jul 31, 2015

Project Information:
Please provide the following project information for requested grant & grant year:

Total # of projects sub-grantee is responsible for: 1

Total # of projects completed: 0

List projects included in this extension: If **ALL**, check box ☐
(Please use SPARS titles)

1. Hidalgo County SO
2. City of Pharr PD
3.
4.
5.
6.

Justification for Extension: (Please be *project* specific)

Hidalgo County is requesting a no-cost 60 day extension on the 2013 Operation Stonegarden grant. The purpose of this extension is for the continuation and support on achieving and sustaining the mission, goals, and objectives described in the collaborative Stonegarden Operational Plan. This will allow us to commit the uncommited funds that will be de-obligated from the sixteen participating law enforcement agencies who will be unable to exhaust these funds by the scheduled deadline of May 29, 2015. The Hidalgo County Sheriff's Office has also requested approval to re-allocate the uncommited funds to overtime pay (salaries/benefits) and operational expenses (mileage). This approval will allow the Hidalgo County Sheriff's Office to remain consistent with overall strategic objectives associated with the Stonegarden 2013 grant. Funds in the equipment line item will need approval to make necessary adjustments, which has been submitted. Please see attached budget breakdown (Exhibit 1).

Date **Printed Name** (Director/Authorized Official) **Signature** (Director/Authorized Official)

Regional or UASI POC Use Only

POC Name: **Date Received:**

Notes or Comments:

☐ APPROVED
☐ DENIED

Date **Printed Name** (Regional POC/UASI POC) **Signature** (RegionalPOC/UASI POC)

NOTE: **Save** a copy of this form for your records.

SAA USE ONLY

STEP 1 - **Grant Coordinator Review**

Date Received | GC Initials | BA Initials | Lead Initals | Spvr Initals

☐ APPROVED
☐ DENIED

Notes or Comments:

STEP 2 - **Management Review**

Dep. Adm. Initals | Signature - Deputy Assistant Director | Date

☐ APPROVED
☐ DENIED

Notes or Comments:

AI-49360 **Sheriff's Office** **10. B.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of interlocal cooperative agreement between City of Mission and the Hidalgo County Sheriff's Office regarding the deputization of City of Mission resource police officers for Sharyland ISD campuses.

2. Authorization for County Judge, as authorized official, and Sheriff Guerra to sign required document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

From Interlocal:

2. During the term of this Agreement, such peace officer at all times shall remain and be treated as an employee of the City and shall be subject to all applicable personnel policies, rules and procedures of the City.

3. City agrees that officers assigned to Sharyland and deputized by Sheriff shall be paid in accordance with the policies, rules and procedures of the City.

Attachments

agreement

legal

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	04/20/2015 03:42 PM
Budget & Management	Veronica Ortiz	04/21/2015 08:58 AM
Manuel Chapa	Manuel Chapa	04/21/2015 02:36 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Emilia Uriegas Started On: 04/17/2015 11:55 AM

Final Approval Date: 04/24/2015

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF MISSION, TEXAS AND THE HIDALGO COUNTY SHERIFF'S OFFICE BY AND THROUGH THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of _____, 20__, by and between **CITY OF MISSION, TEXAS**, hereinafter referred to as "City", and the **HIDALGO COUNTY SHERIFF'S OFFICE** (Sheriff's Office) **BY AND THROUGH THE COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City has an interlocal agreement with the Sharyland Independent School District ("Sharyland") to provide law enforcement services at Sharyland's various campuses to perform law enforcement functions, the protection of students, and maintenance of a safe learning environment, among other law enforcement purposes (attached hereto and incorporated by reference as Exhibit "A");

WHEREAS, Sharyland Pioneer High School Campus and Sharyland North Junior High are outside of the jurisdictional limits of City's Police Department;

WHEREAS, City has requested the Sheriff to deputize its officers assigned to Sharyland's campuses outside of City's jurisdictional limits pursuant to their agreement; and

WHEREAS, County and Sheriff desire to assist City in its efforts to provide uniformed Texas peace officer(s) for the purpose of addressing law enforcement objectives, reduce school violence and juvenile delinquency behavior within the County of Hidalgo, Texas;

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

1. Sheriff will deputize as Hidalgo County Sheriff's Deputies those officers of City's Police Department that are assigned to Sharyland campuses outside the City's jurisdictional limits. City has designated six (6) peace officers for deputation.

2. During the term of this Agreement, such peace officer at all times shall remain and be treated as an employee of the City and shall be subject to all applicable personnel policies, rules and procedures of the City.

3. City agrees that officers assigned to Sharyland and deputized by Sheriff shall be paid in accordance with the policies, rules and procedures of the City.

4. In addition to the duties identified in City's agreement with Sharyland, City agrees that the County shall not be liable for failure to respond to any incident at a Sharyland campus or facility, or for any civil liability that arises from the furnishing of services to a Sharyland campus.

5. The parties agree that the peace officer(s) assigned will not be required to perform any school administrative duties other than those identified in the agreement attached as Exhibit "A".

6. The parties agree that the peace officer shall perform only those functions in which they are authorized by law to do.

7. City agrees to notify County of any issues concerning unsatisfactory performance by officers assigned to Sharyland and deputized by Sheriff. Upon such notice, County and Sheriff shall have the prerogative to terminate this Agreement upon fifteen (15) days written notice to the City.

8. Term. The term of this Agreement shall commence on the effective date of this Agreement and shall continue for a period of one year. The Agreement will automatically renew for additional one year term(s). Either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice.

9. Conflict of 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 and provision of their 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.

10. No Waiver. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. 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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and City, and not otherwise.

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

PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

13. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:	City of Mission, Texas Attn: Noreberto Salinas, Mayor 1201 E. 8th St. Mission, Texas 78572
With Copy to:	Mission Police Chief, Robert Dominguez 1201 E. 8th St. Mission, Texas 78572
If to County:	Hidalgo County, Texas Attn: Ramon Garcia, County Judge 302 W. University Dr. Edinburg, Texas 78539
With copy to:	Hidalgo County Sheriff, J.E. "Eddie" Guerra Attn: Chief Gabriel Castaneda 711 El Cibolo Rd. Edinburg, Texas 78541

14. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

15. 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.

16. 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.

17. Assignment. This Agreement shall not be assignable.

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

19. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

21. Governmental Purpose. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

23. No Waiver of Governmental Immunity. Neither County nor City, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that County and City have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

24. County Not Liable for Actions Directed by City. County and Sheriff shall not be liable to the City or to Sharyland or to any third party for any act or omission of any City (Mission) police officer deputized by Sheriff, while that officer is acting under the direction of any officer, administrator, or employee of City or Sharyland.

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

CITY OF MISSION

NORBERTO SALINAS, MAYOR

ATTEST:

Anna Carillo

Anna Carillo, City Secretary

COUNTY OF HIDALGO, TEXAS

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo. Jr., County Clerk

HIDALGO COUNTY SHERIFF'S OFFICE

By: _____
J.E. "Eddie" Guerra
Hidalgo County Sheriff

Approved as to form:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By:_____
Josephine Ramirez Solis
Assistant District Attorney

EXHIBIT A

INTERLOCAL AGREEMENT
FOR POLICE SERVICES

This INTERLOCAL AGREEMENT FOR POLICE SERVICES (Agreement) is made by and between the City of Mission, Texas (Contractor) and the Sharyland Independent School District (Agency) on July 8th, 2014.

PREMISES

Whereas, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services, and

Whereas, the Texas Education Code §37.081 gives the Board of Trustees of AGENCY the power to employ security personnel and commissioned peace officers to carry out the effects of that Chapter, and

Whereas, the City of Mission, Texas is a Texas Municipality and Home Rule City as set forth in VTCA Government Code§ 791.003 (4), and

Whereas, the Sharyland Independent School District is a Texas School District and local governmental entity as set forth in VTCA Government Code §791.003, and

Whereas, the Sharyland Independent School District School Resource Officers and the City of Mission all have the authority to perform law enforcement functions within their respective jurisdictional areas, and

Whereas, the parties are of the opinion that achieving the objectives of law enforcement, the protection of students, and maintenance of a safe learning environment within the Sharyland Independent School District can be facilitated by establishing a cooperative approach to law enforcement and that the performance of this Agreement is in the common interest of both parties and that the division of cost fairly compensates the performing party for the services under this contract,

Whereas, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance, or those payments from current revenues legally available to each party:

Now therefore, in consideration of the promises and mutual covenants herein contained, it as agreed, under the authority of Section 791.001 – 791.029 of the Texas Government Code, as follows:

AGREEMENT

ARTICLE 1. STATEMENT OF WORK:

CONTRACTOR agrees to perform the following in a good professional manner:

I. CONTRACTOR shall assign and provide to AGENCY'S campuses six (6) Texas Certified Police Officers during the 2014/2015 school year. Specific campus and time assignments will be mutually agreed to by the Contractor and AGENCY. Time assignments are not limited to any particular time of day. CONTRACTOR agrees that officers may be assigned to sporting events or other extra curricular activities.

II. CONTRACTOR shall provide police presence on and around school campuses and all AGENCY property including without limitation traffic enforcement and pedestrian crosswalk policing, etc. The Chief of Police and Superintendent may vary the duties of each officer taking into account the safety of each student, school district employee, and non-school person.

III. CONTRACTOR shall ensure that assigned officers comply with all departmental policies and procedures, including, but not limited to, city policies and state and federal statutes, procedures, and directives.

IV. Officers may execute arrest authority.

V. Officers shall function as Certified Peace Officers of the State of Texas and shall comply with all duties and obligations which they have under state and federal law as licensed peace officers.

ARTICLE 2. OBJECTIVES:

CONTRACTOR with the cooperation of the AGENCY is employed to carry out the purposes of Chapter 37, Texas Education Code, Safe Schools to include, but not limited to the following:

1. Provide a safe learning environment by fulfilling their obligations as licensed peace officers.

2. Serve as a visible deterrent, through their presence and actions as peace officers to reduce drug abuse, alcohol abuse and other crime amongst students.

3. Educate faculty in the following:
   - •Identification of gangs and their effects
   - •Identification of drugs and their effects

4. Participate in other school activities and events when appropriate.

5. Report incidents (in writing) of a delinquent criminal nature to the campus Principal and Operations Commander.

6. Take positive enforcement action as a law enforcement officer when confronted by a violation of Federal Law, State Law and any City Ordinance.

7. Promote and support organizational strategies of the District to address the causes and reduce the fear of crime and social disorder through problem solving tactics and their work as peace officers within the District.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF THE AGENCY:

The AGENCY will provide the following to the CONTRACTOR:

1. Office space on campus
2. Access to telephones
3. Administrative and clerical support whenever possible from the campus and central office
4. Supplies and materials within an approved budget, and
5. Other support as requested.

ARTICLE 4. JURIDICTION AND SCOPE OF DUITES OF EMPLOYED OFFICERS:

The AGENCY hereby determines that the jurisdiction of any officer exercising the terms under this agreement shall include all territory, within the boundaries of the AGENCY and also all property outside the boundaries of the AGENCY that is owned, leased or rented by or otherwise under the control of the AGENCY. The AGENCY further determines that the Police Officers assigned under this agreement shall have the following powers:

I.) All the powers privileges and immunities of police officers when working as such for the AGENCY.

II.) The powers to enforce all laws, including municipal ordinances, and state laws, and may, in accordance with Chapter 52, Texas Family Code take a juvenile into custody.

III.) The power to enforce any and all laws of the State of Texas and the rules of the AGENCY which have a direct bearing on the safety and welfare of students within the AGENCY.

IV.) The power, jurisdiction and lawful authority to provide police services under the terms of this agreement even if said police officers are off duty. However, nothing in this agreement shall require any Mission Police Officer to provide police services pursuant to this agreement if off duty.

V.) With regards to the jurisdiction of police officers exercising their authority in areas owned, leased or rented by or otherwise under the control of the AGENCY not located within the city limits of the CONTRACTOR. Police Officers will exercise their authority and shall detain any juvenile or adult for the violations of state law and then contact the appropriate law enforcement agency having jurisdiction of the AGENCY School in question for the purpose of proceeding forward with the proper reporting and processing of cases to the Hidalgo County Juvenile Probation Department and/or the Hidalgo County District Attorney's Office for prosecution.

VI.) Any other powers necessary to carry out the effects of Texas Education Code Chapter 37, particularly §37.081.

ARTICLE 5. TERMS AND DATES OF EMPLOYMENT:

The period of performance of the agreement shall commence on the 18th day of August 2014 and shall end on the 5th day of June 2015. The total number of days for payment will be 186 days. This is based on 177 instructional days and 9 days for in-service, workdays and training. No cost will be incurred or charged on the agreement prior to the starting date or subsequent to the ending date. All days are payable based on eight (8) hour day terms.

ARTICLE 6. SUPPLEMENTAL DUTY PAY:

Request for additional police services (i.e. extra-curricular activities, athletics events, social functions, beginning of-school activities, etc.) will be arranged between an individual campus principal or the athletic director and the individual police officer(s). The hourly rate for such services will be as indicated in the AGENCY'S Salary and Benefits Handbook. Expenses for these activities will paid by AGENCY.

ARTICLE 7. CONSIDERATION:

It is estimated that the total cost of the basic agreement (excluding supplemental duty pay) will not exceed $ 286,480.00 and the CONTRACTOR agrees to use its best effort to perform all work described for this estimated cost. If at any time it is determined by CONTRACTOR that the total cost for performance of said work will be greater than the above estimated cost, then CONTRACTOR shall notify AGENCY of such excess cost, giving its revised estimate of the total cost. AGENCY is not obligated to pay any amount exceeding the estimated cost indicated in this section unless such amount is approved by AGENCY in writing before the cost is incurred nor is CONTRACTOR obligated to perform any such work after such determination until approval of such excess amount.

Cost breakdown:	Salaries:	$286,480.00
	TOTAL:	$286,480.00

ARTICLE 8. PAYMENT:

Payment for services will be processed only when proper documentation has been provided to the AGENCY business office for payment. Proper business accounting will be utilized. Once proper documentation has been provided to the AGENCY, payment will be processed within 15-30 days.

ARTICLE 9. MEDIATION:

It is the policy of the State of Texas to encourage resolution of any disputes through alternative dispute resolution procedures such as non-binding mediation. Any dispute between the parties to this agreement which is not resolved through informal discussion may be submitted to a mutually acceptable mediation service or provider for non binding mediation. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking legal or equitable relief from a court of competent jurisdiction.

ARTICLE 10. VENUE AND JURISDICTION:

The parties acknowledge that exclusive jurisdiction and venue for any action for breach of this agreement shall be Hidalgo County, Texas.

ARTICLE 11. MODIFICATION OF AGREEMENT:

This document constitutes the entire agreement between the AGENCY and CONTRACTOR and may be modified only by written agreement executed by both the AGENCY and CONTRACTOR.

ARTICLE 12. DUTIES:

Officers shall only be assigned duties by the AGENCY which are consistent with their existing obligations as licensed peace officers under state law and which arise pursuant to their employment under Chapter 37, Texas Education Code (Exhibit C).

ARTICLE 13. NO WAIVER OF GOVERNMENTAL IMMUNITY:

Neither the AGENCY NOR CONTRACTOR, via this contract, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Local Government Code. The fact that the AGENCY and the CONTRACTOR have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

ARTICLE 14. CITY NOT LIABLE FOR ACTIONS DIRECTED BY DISTRICT:

CONTRACTOR shall not be liable to the AGENCY or to any third party for any act or omission of any Mission Police Officer while that officer is acting under the direction of any officer, administrator, or employee of the AGENCY.

CONTRACTOR:

City of Mission

Norberto Salinas
Mayor

Martin Garza Jr.
City Manager

Attest:

Robert Dominguez
Chief of Police

Anna Carrillo
City Secretary

AGENCY:

Sharyland Independent School District

President, Sharyland ISD Board of Trustees for
Sharyland ISD Board of Trustees
Dr. Noel O. Garza

Superintendent of Schools
Dr. Virginia N. Richter

AGENDA ITEM & RECOMMENDATION SUMMARY

Item 42

City Council XX **Meeting Date:** 03/13/2015

Agenda Item: Authorization to enter into an Interlocal Cooperation Agreement between the City of Mission, Texas and the Hidalgo County Sheriff's Office by and through the County of Hidalgo, Texas.

Prepared by: Robert Dominguez, Chief of Police

Nature of Request: (Brief Overview) **Attachments:** Yes X No ___

The City of Mission Police Department is requesting authorization to enter into an Inter-local Cooperation Agreement between the City of Mission, Texas and the Hidalgo County Sheriff's Office. The agreement would allow the Sheriff of Hidalgo County to deputize six (6) Mission Police Officers that are currently assigned to the Sharyland I.S.D. School ERO Program. Currently, the Mission Police Department is responsible for ERO services at Sharyland Pioneer High School located at 6 ½ N. Sharyland Road and Sharyland North Junior High School located at 5100 Dove Ave. which are located outside of the jurisdictional limits of the City's Police Department. This agreement would enable the Mission Police Officers to address law enforcement objectives, reduce school violence and juvenile delinquency behavior within the County of Hidalgo, Texas not only as Mission Police Officers, but as Hidalgo County Reserve Deputies. The added jurisdictional authority is needed for the purpose of submitting criminal cases to the local Justice of the Peace Office, the Juvenile Probation Department and the Hidalgo County District Attorney's Office.

Budgeted: ___Yes ___ No ___ N/A **Fund:** _____ **Acct. No.:** _____

Budget: _____ **Est. Cost:** ____ **Current Budget Balance:**____**Bid Amt:** _____

Staff Recommendation: Staff is respectfully requesting authorization to enter into an Interlocal Cooperation Agreement between the City of Mission, Texas and the Hidalgo County Sheriff's Office by and through the County of Hidalgo, Texas.

Routing: Name / Title **Initial** **Date** **Concurrence**

A. _____

Advisory Board Recommendation: Approved ___ Disapproved ___None ___ Pending

City Manager's recommendation: Approved ___Disapproved ___None ___Pending

RECORD OF VOTE:

APPROVED: ✓
DISAPPROVED: _____
TABLED: _____

AYES: 5
NAYS: 0
DISSENTING: _____

Councilman Plata moved to approve the minutes as presented. Motion was seconded by Councilwoman Ochoa and approved unanimously 5-0.

3.0 Acknowledge Receipt of Minutes

3.1 Mission Redevelopment Authority – February 24, 2015
Mission Tax Increment Reinvestment Zone – February 24, 2015
Building Board of Adjustments & Appeals – July 5, 2012
Zoning Board of Adjustments – February 18, 2015
Planning and Zoning Commission – March 11 & 13, 2015

Councilman Plata moved to acknowledge the receipt of minutes as presented. Motion was seconded by Councilwoman Ochoa and approved unanimously 5-0.

4.0 Approvals and Authorizations

4.1 Preliminary Plat Approval: Retama Village Ph. IV Subd., A resubdivision of 7.128 acre tract out of Lot 31, Bentsen Grove Addition "E", PUD,
Developer: Rhodes Enterprises, Inc.,
Engineer: Melden & Hunt, Inc.

On March 25, 2015 the Planning and Zoning Commission convened and approved the Preliminary and Final Plat for Retama Village Ph. IV Subdivision. The proposed subdivision was the 4th phase of the Retama Village Subdivision and was located on the SE corner of Military and Bentsen Palm Drive. The P&Z board unanimously recommended approval as per Staff's recommendation.

Staff and City Manager recommended approval.

Councilman Plata moved to approve the Preliminary Plat Approval: Retama Village Ph. IV Subd., A resubdivision of 7.128 acre tract out of Lot 31, Bentsen Grove Addition "E", PUD,
Developer: Rhodes Enterprises, Inc., Engineer: Melden & Hunt, Inc., as recommended. Motion was seconded by Mayor Pro Tem Garza and approved unanimously 5-0.

4.2 Authorization to enter into an Interlocal Cooperation Agreement between the City of Mission, Texas and the Hidalgo County Sheriff's Office by and through the County of Hidalgo, Texas

The City of Mission Police Department was requesting authorization to enter into an Inter- local Cooperation Agreement between the City of Mission, Texas and the Hidalgo County Sheriff's Office. The agreement would allow the Sheriff of Hidalgo County to deputize six (6) Mission Police Officers that were currently assigned to the Sharyland I.S.D. School ERO Program. Currently, the Mission Police Department was responsible for ERO services at Sharyland Pioneer High School located at 6 ½ N. Sharyland Road and Sharyland North Junior High School located at 5100 Dove Ave. which was located outside of the jurisdictional limits of the City's Police Department. This agreement would enable the Mission Police Officers to address law enforcement objectives, reduce school violence and juvenile delinquency behavior within the County of Hidalgo, Texas not only as Mission Police Officers, but as Hidalgo County Reserve Deputies. The added jurisdictional authority was needed for the purpose of submitting criminal cases to the local Justice of the Peace Office, the Juvenile Probation Department and the Hidalgo County District Attorney's Office.

Staff Recommendation: Staff was respectfully requesting authorization to enter into an Interlocal Cooperation Agreement between the City of Mission, Texas and the Hidalgo County Sheriff's Office by and through the County of Hidalgo, Texas.

Staff and City Manager recommended approval.

Councilman O'cana moved to authorize to enter into an Interlocal Cooperation Agreement between the City of Mission, Texas and the Hidalgo County Sheriff's Office by and through the County of Hidalgo, Texas, as recommended. Motion was seconded by Councilwoman Ochoa and approved unanimously 5-0.

4.3 Authorization to accept the masonry repairs of the Mission Public Safety Jail Facility by Joe Williamson Construction Company as complete and final

The City of Mission Police Department was requesting authorization to accept the masonry repairs of the Mission Public Safety Jail Facility by Joe Williamson Construction Company as complete and final. The City of Mission entered into an agreement with Joe Williamson Construction Company for the purpose of repairing our jail facility. The Mission Police Department contracted Chanin Engineering LLC to oversee the demolition and construction of the jail facility in order to assure that the construction was completed to specifications. The Mission Police Department was in possession of a 132 page report from Chanin Engineering detailing the construction from start to finish. Chanin Engineering LLC in turn as provided a notice of completion and advised that the Mission Public Safety Jail Facility had been reconstructed in accordance with plan specification. The Mission Police Department therefore, requested that the city council accept the aforementioned construction as complete and final.

Staff Recommendation: Staff was respectfully requesting that authorization be granted to accept the repairs to the Mission Public Safety Jail Facility by Joe Williamson Construction Company as complete and final.

City Manager recommended approval.

After a brief discussion Mayor Pro Tem Garza moved to table the item and recommended for the City Engineers to look over the report. Motion was seconded by Councilman O'cana and approved unanimously 5-0.

4.4 Budget Amendment – Federal Sharing Fund

Randy Perez Finance Director presented the budget amendment BA–2015-40 to the City Council for approval.

Staff and City Manager recommended approval.

Councilman O'cana moved to approve budget amendment BA–2015-40, as recommended. Motion was seconded by Councilman Plata and approved unanimously 5-0.

4.5 Authorization to award bid for Steel Fence at South Police Station

On December 15, 2014 City Council gave authorization to solicit bids for steel fence at South Police Station. The City of Mission had accepted and opened four (4) bid responses for this

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Monday, April 20, 2015 2:48 PM
To: 'Gabriel Castaneda'
Cc: victor.garza@da.co.hidalgo.tx.us; 'Richard Ozuna'; 'Eddie Guerra'; 'mario lopez'
Subject: RE: [FWD: Re: Sharyland ISD ERO Contract]

Chief Castaneda,

I have reviewed the Interlocal Agreement with Mission Police Department and approve as to the form of agreement.

Thank you,

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****

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****

AI-49404 **Sheriff's Office** **10. C.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Requesting consideration and ratification for Hidalgo County to submit the Texas Department of Public Safety Texas Homeland Security State Administrative Agency (SAA) 2015 Eligibility Certification Form to the SAA for the FY2015 Homeland Security Grant Program.
2. Requesting authorization for County Judge, as authorized official, to electronically approve the submission of the Texas Department of Public Safety Texas Homeland Security State Administrative Agency 2015 Eligibility Certification Form via an email.

BACKGROUND

Completion of the 2015 Eligibility Certification Form is required by all potential sub-recipients to be eligible for FY2015 Homeland Security Grant funds and must be approved by the chief elected official. The FY2015 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), Law Enforcement Terrorism Prevention Activities (LETPA)for LRGVDC Local Governments is currently open. The LRGVDC will be allocating funds to eligible jurisdictions based on the FY2015 HSGP guidance, eligibility requirements, and amounts received from the State Administrative Agency (SAA) for our region. As required by the SAA, the 2015 Eligibility Certification Form must be completed and submitted as part of the eligibility requirements prior to applying for any of the programs from the SAA for the FY2015. The FY2015 HSGP Guidance and final eligibility will be released by the State Administrative Agency at a later date. Eligibility requirements remain the same as in FY2014. Requirements are as follows: Certification Inventory Form (due by June 23) Annual Inventory Certification Form (due by June 30) NIMS (Adoption and NIMSCAST Compliance) Emergency Management Plan (Intermediate Level) OMB Circular A-133 Single Audit Texas Regional Response Network Asset Reporting Criminal History Disposition Reporting (90% by Aug 1, 2015 for Adult and Juvenile. Cities selected for funding will forfeit funding if their

county does not meet this requirement).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact
...to submit...2015 Eligibility Certification

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/22/2015 02:38 PM
Budget & Management	Veronica Ortiz	04/22/2015 03:10 PM
Manuel Chapa	Manuel Chapa	04/24/2015 09:22 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 04/21/2015 04:57 PM

Final Approval Date: 04/24/2015

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 78% Complete

PRINT FOR YOUR OWN RECORDS

Submission Reference: **3448188**

Name of Jurisdiction/ Organization: **Hidalgo County**
DUNS Number: **103110834**
Type of Organization: **County**

Region: **21 - Lower Rio Grande Valley Development Council - LRGVDC**

Authorized Official Name: **Ramon Garcia** Title: **Judge**

****

I. National Incident Management System (NIMS):
a) Is Compliant

II. Emergency Management Plans:
a) Has Plan That Meets Requirements

III. OMB Circular A-133 Single Audit Certification:
b) Did expend over $500,000

IV. Texas Regional Response Network (TRRN):
a) Has entered all deployable equipment

V. DUNS, CCR & FFATA:
Yes

VI. Criminal History Disposition Reporting:
a) 90% or above

PRINT FOR YOUR OWN RECORDS

Print this page

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 89% Complete

Press submit to complete this eligibility submission form. You will receive a confirmation email shortly.

An email will also be sent to the Authorized Official for review and approval of this submission. You will also receive an email that cofirms when this submission has been approved.

☑ Please email the Authorized Official updates if available. The SAA will use ramon.garcia@co.hidalgo.tx.us

☑ Please email the POC updates if available. The SAA will use richard.ozuna@hidalgoso.org

<< Previous Save Partial Work Submit

ACTIVE

BACK TO DPS SAA Page

Texas Homeland Security

State Administrative Agency

Your submission for Hidalgo County has been sent.

Thank you!

The Authorized Official and POC (if indicated) should receive a confirmation email shortly, and a copy was automatically forwarded to your COG (if requested).

Please note that if all required documentation was not uploaded, it must be forwarded as soon as possible. The submission method indicated in this session was: **]pipe:34]**

If not uploaded please email to saa@dps.texas.gov; or fax to 512-206-3137.

Please provide this reference **#3448188** in any correspondence relating to this submission. You may also submit a request for assistance if you had an issue.

Submit a new form

Richard Ozuna

From: form_engine@fs30.formsite.com on behalf of donotreply@dps.texas.gov [form_engine@fs30.formsite.com]
Sent: Tuesday, April 21, 2015 4:01 PM
To: richard.ozuna@hidalgoso.org
Subject: 2015 Eligibility for: Hidalgo County - Received - Ref#3448188

Dear POC,

This email is confirmation that the Texas Homeland Security - State Administrative Agency is in receipt of **Hidalgo County** - 2015 Eligibility Form.

If this form was submitted by someone other than the authorized official, a copy will be automatically forwarded to the authorized official (listed below). They will need to complete one final step to certify this submission.

Authorized Official: **Ramon Garcia - ramon.garcia@co.hidalgo.tx.us**

We strongly advise that you contact the authorized official to ensure they are aware of the importance of responding to this confirmation email. A link is listed in the message, and they must follow it to finish the eligibiliy submission process.

We are inlcuding an attached copy of the responses for your records. A copy will be automatically forwared to your region if it has been requested.

If you have any 2015 Eligibility Questions please submit a support request and we will follow up with you ASAP. Please reference form #**3448188** in any correspondance to the SAA. Direct replies this email will not be received.

Regards,

THSSAA

Auto-Notification: Conf Email to POC

Reference #	3448188
This submission *	is a correction.
Please provide the reference number for the form you are correcting:	3448188
Type *	County
Region See Map *	21 - Lower Rio Grande Valley

	Development Council - LRGVDC
County *	Hidalgo County
Subgrantee *	Hidalgo County
Zip Code (Principle Administration Location) *	78539
DUNS Number: *	103110834
Please describe your role for the Subgrantee. *	I'm someone else
Authorized Official Title *	Judge
Authorized Official First Name *	Ramon
Authorized Official Last Name *	Garcia
Authorized Official Email Address *	ramon.garcia@co.hidalgo.tx.us
Phone Number *	956-318-2600
What best defines the Submitter / Point-of-Contact role? *	Police/Fire/EMS Staff
First Name *	Richard
Last Name *	Ozuna
Title *	Captain
Organization: *	Hidalgo County Sheriff's Office
POC Email Address *	richard.ozuna@hidalgoso.org
Phone Number *	9563936022
NIMS Cert *	a) Is Compliant
EM Plans Cert *	a) Has Plan That Meets Requirements
A-133 Reporting Date *	c) December 31, 2014
A-133 Cert *	b) Did expend over $500,000
TRRN Cert *	a) Has entered all deployable equipment
In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and	No

subcontracts), loans, grants (and subgrants) and cooperative agreements? *	
Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986? *	Yes
DUNS-CCR-FFATA Cert *	Yes
Criminal Hist Cert *	a) 90% or above

AI-49409 **Sheriff's Office** **10. D.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Certification of Revenues by the County Auditor.

2. Approval to appropriate funds for the Jail Commissary Account (2102) in the amount of $14,930.27.

BACKGROUND

This will provide funding for the purchase and installation of one X-Ray imaging machine for HCSO inmates. Purchase of the equipment will be in conjunction with grant monies ($49,000) from the Hidalgo County Health and Human Services Department. Pursuant to Local Government Code Chapter 351 Section 351.0415, commissary proceeds may be used to "(5) fund physical plant improvements, technology, equipment, programs, services, and activities that provide for the well-being, health, safety, and security of the inmates and the facility".

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-2102-423-21-280-015-0-751

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

BUDGETARY IMPACT:

No local match required. Funds were transferred from the Jail Commissary Bank Account to the Hidalgo County Treasurer's Office (Receipt No. 185805 dated 04/22/15).

Attachments

budget.amend.

email

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	04/23/2015 08:30 AM
Budget & Management	Veronica Ortiz	04/23/2015 09:13 AM
Manuel Chapa	Manuel Chapa	04/24/2015 08:08 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Emilia Uriegas		Started On: 04/22/2015 08:56 AM

Final Approval Date: 04/24/2015

DATE: April 21, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Jail Commissary
ACCOUNT NUMBER: 5-2102-423-21-280-015-0-751

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S	ACCOUNT OBJECT NAME	AMOUNT
5-2102-423-21-280-015-0-751	Machinery and Equipment	14,930.27

TOTAL APPROPRIATIONS **14,930.27**

REASON: **To appropriate funding for the purchase of the X-Ray Machine for the Adult Detention Facility.**

Funding is provided by the Hidalgo County Jail Commissary Bank Account.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED
COMMISSIONER'S COURT

ATTEST
COUNTY CLERK

From: "Emilia Uriegas" <emilia.uriegas@hidalgoso.org>
To: "ray eufracio" <ray.eufracio@auditor.co.hidalgo.tx.us>, "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>
Cc: "Manuel Chapa" <manuel.chapa@co.hidalgo.tx.us>
Sent: Thursday, April 23, 2015 3:10:57 PM
Subject: CERTIFICATION OF REVENUES

Mr. Eufracio:

Would you please complete a Certification of Revenues for the Jail Commissary Account 2102 for Account # 5-2102-423-21-280-015-0-751..

The agenda item is AI #49409 scheduled for CC agenda of 04/28/15.

Manuel Chapa will include the caption referencing the certification of revenues to our agenda item.

Should you have any questions or need additional information, feel free to contact me.

Thanks,

Emilia Uriegas

Budget Manager II
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78542

Main: 956-383-8114
Direct: 956-393-6028
Fax: 956-393-6027
Email: emilia.uriegas@hidalgoso.org

AI-49248 **Executive Office** **11. B.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation by Texas Gas Services for request for relief of Order Abandoning Rd. - Pct. 4

BACKGROUND

as per Steve Crain

contact name: Raul Medina, Atty. 994-9933

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Presentation by Texas Gas Services ...

Attachments

presentation/backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/08/2015 04:39 PM
Manuel Chapa	Manuel Chapa	04/10/2015 02:09 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Monica Badillo Started On: 04/08/2015 03:14 PM

Final Approval Date: 04/24/2015

Texas Gas, and its predecessors, and Hidalgo County have worked together since at least 1926

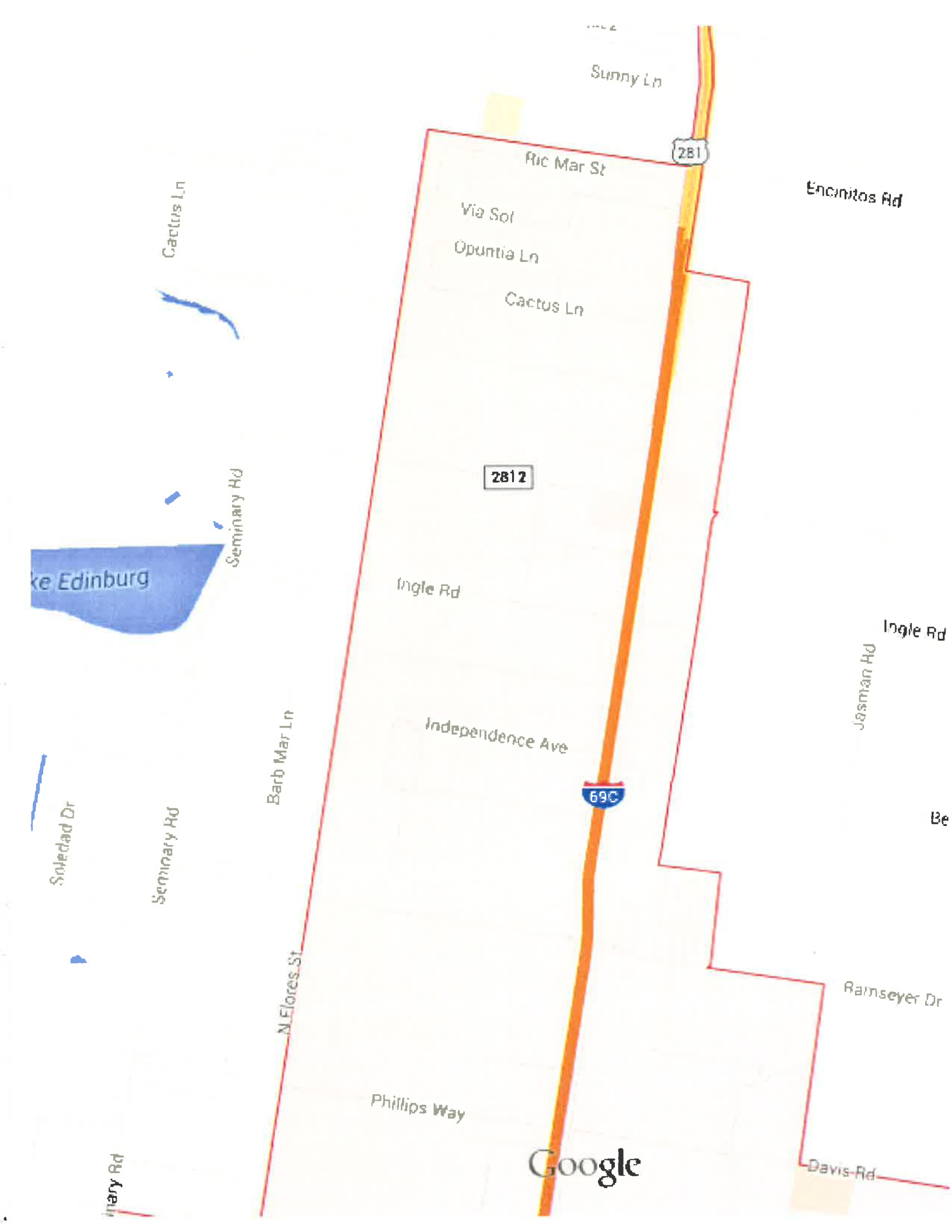
Texas Gas Service

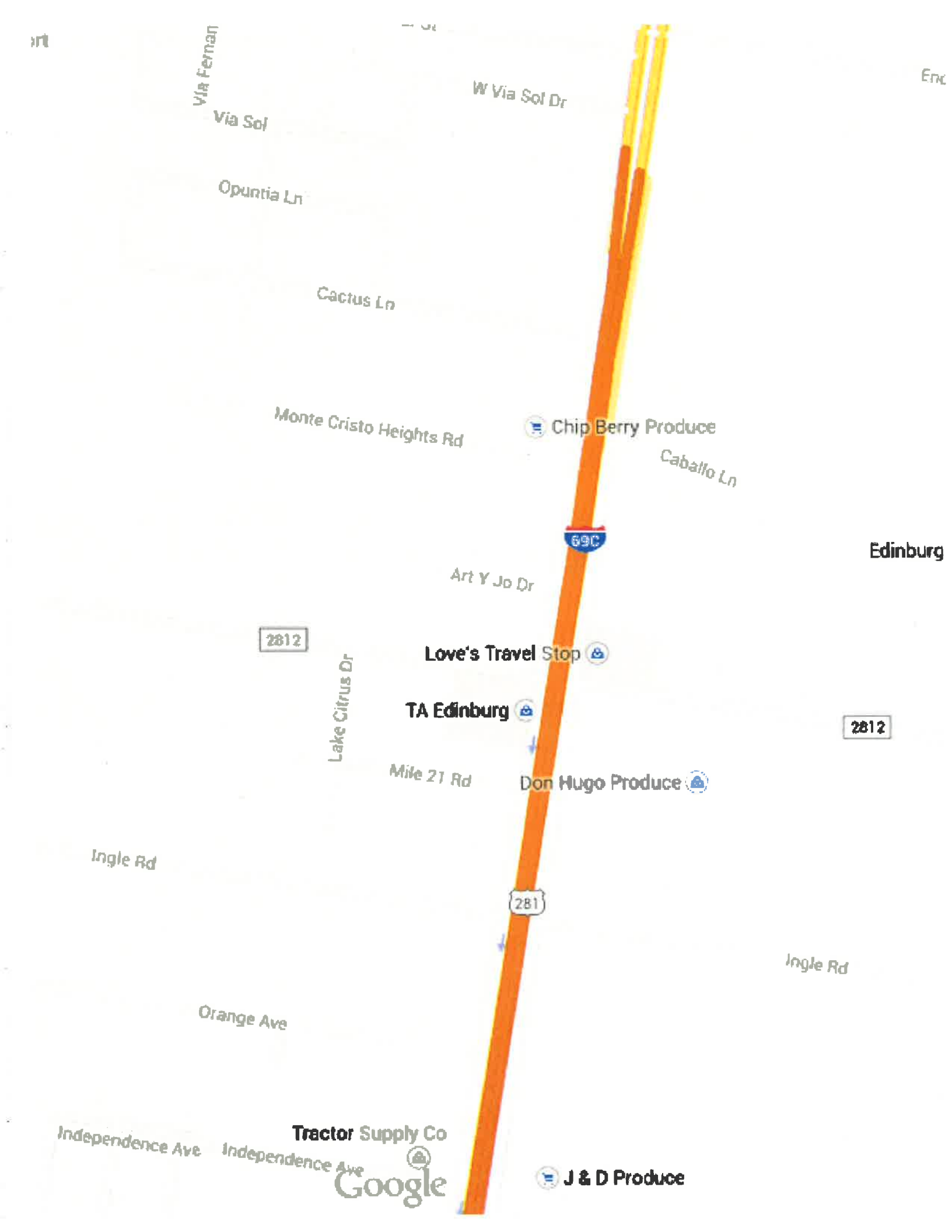
A Division of ONE Gas

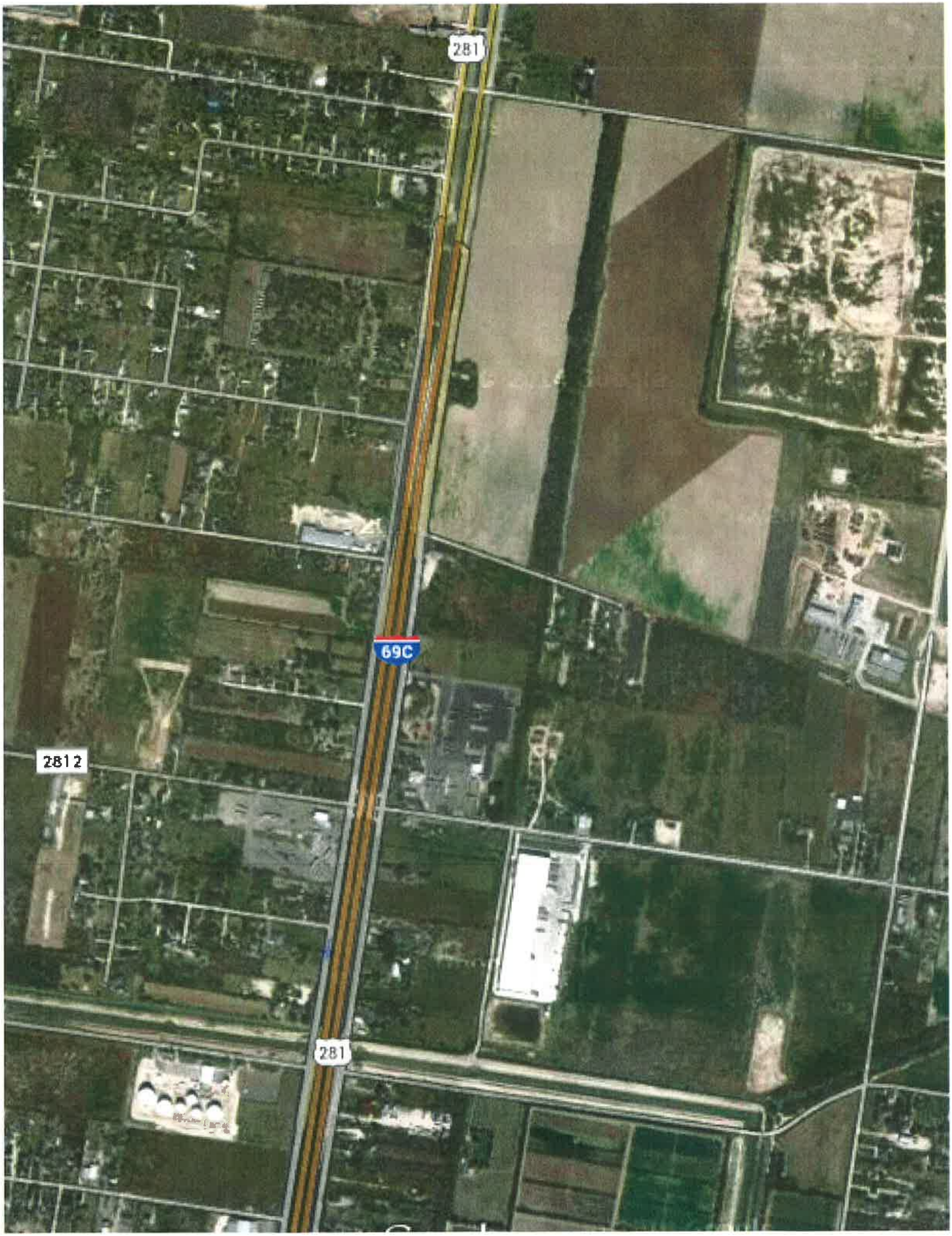


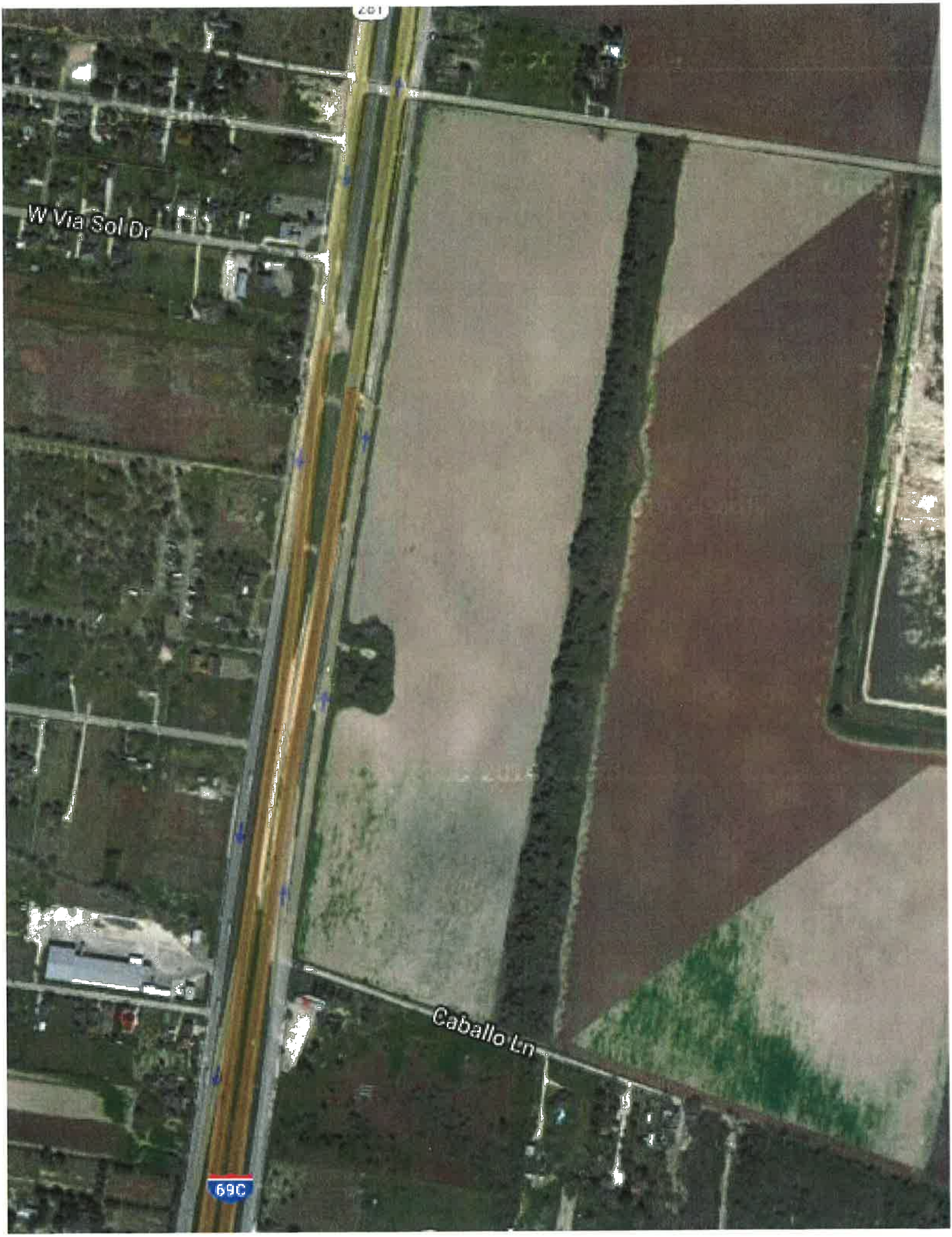
THE COUNTY OF HIDALGO TEXAS


281
69C
Doolittle
1925
Edinburg North
High School
2061
2220
BUS
281
The University of
Texas-Pan American
69C
N M Rd
N Doolittle Rd
N Alamo Rd
1925
107
Edinburg
Cesar Chavez
W Sprague St
107
S Sugar Rd
Edinburg Municipal Park
2220
1926
2061
S Jackson Rd
BUS
281
Nurillo
S Alamo Rd
Canton Rd
W Trenton Rd
69C
E Trenton Rd
Mun
1926
E Alberta Rd
W Nolana Ave
N Col Rowe Blvd
Lopezville
2061
N Jackson Rd
N Sugar Rd
N 23rd St


Sunny Ln
281
Ric Mar St
Encinitos Rd
Via Sol
Opuntia Ln
Cactus Ln
Cactus Ln
2812
Seminary Rd
ke Edinburg
Ingle Rd
Ingle Rd
Jasman Rd
Barb Mar Ln
Independence Ave
69C
Soledad Dr
Seminary Rd
N Flores St
Rainseyer Dr
Phillips Way
Google
Davis Rd


Via Fernan
W Via Sol Dr
Via Sol
Opuntia Ln
Cactus Ln
Monte Cristo Heights Rd
Chip Berry Produce
Caballo Ln
69C
Edinburg
Art Y Jo Dr
2812
Love's Travel Stop
Lake Citrus Dr
TA Edinburg
2812
Mile 21 Rd
Don Hugo Produce
Ingle Rd
281
Ingle Rd
Orange Ave
Tractor Supply Co
Independence Ave
Independence Ave
Google
J & D Produce


281
69C
2812
281


W Via Sol Dr
Caballo Ln
69C

69C
69C

69C

THIS COURT'S ORDER

STATE OF TEXAS

COUNTY OF HIDALGO

ORDER CLOSING, ABANDONING AND VACATING TRACT I, 0.57 ACRES, AND TRACT II, 0.91 ACRES, OF ROADWAY BEING OUT OF LOTS 6, 7, 8, 9, & 10, BLOCK 49, LOTS 1, 2, 3, 4, & 5, BLOCK 58, AND LOTS 4 & 5, BLOCK 57, CITRUS FRUIT DEVELOPMENT COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, on the 24th day of January, 2012, at a duly called and noticed meeting of the Hidalgo County Commissioners' Court at which a quorum was present came to be heard facts and information concerning abandoning, closing and vacating an unopened county road being Tract I, 0.57 acres, and Tract II, 0.91 acres of land (the "Road") more particularly described by meets and bounds as attached hereto as Exhibit "A" and made part hereof.

WHEREAS, the Commissioners Court has determined it has no purpose or use for the Road; that such Road is unopened and is not currently in use; that there is no foreseeable need or use in the future for the Road;

WHEREAS, the Commissioners Court has examined factual evidence and is not opposed to Hidalgo County abandoning, closing and vacating the Road;

NOW THEREORE, BE IT ORDERED, ADJUDGED AND DECREED that the Commissioners Court of Hidalgo County based on the facts presented, does hereby unanimously agree to abandon, close and vacate the Road as described in Exhibit "A".

BE IT FURTHER ORDERED that, in accordance with Texas Transportation Code Section 251.058 (b), title to the portion of the public road that is closed, abandoned, and vacated to the center line of the road vests on the date this Order is signed by the County Judge in the owners of the property that abut the portion of the road being closed, abandoned and vacated. A copy of this Order shall be filed in the deed records of Hidalgo County and serves as the official instrument of conveyance from Hidalgo County to the owner of the abutting property.

WHEREUPON, Commissioner Joseph Palacios moved for the adoption of said Order, said Motion being seconded by Commissioner Joel Quintanilla and duly adopted by all members of the court present voting "aye".

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 1/24/12

THIS COURT'S ORDER

WHEREAS, the Commissioners Court has determined it has no purpose or use for the Road; that such Road is unopened and is not currently in use; that there is no foreseeable need or use in the future for the Road;

STATE OF TEXAS

COUNTY OF HIDALGO

ORDER CLOSING, ABANDONING AND VACATING TRACT I, 0.57 ACRES, AND TRACT II, 0.91 ACRES, OF ROADWAY BEING OUT OF LOTS 6, 7, 8, 9, & 10, BLOCK 49, LOTS 1, 2, 3, 4, & 5, BLOCK 58, AND LOTS 4 & 5, BLOCK 57, CITRUS FRUIT DEVELOPMENT COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS

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WHEREAS, the Commissioners Court has examined factual evidence and is not opposed to Hidalgo County abandoning, closing and vacating the Road;

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WHEREUPON, Commissioner Joseph Palacios moved for the adoption of said Order, said Motion being seconded by Commissioner Joel Quintanilla and duly adopted by all members of the court present voting "aye".

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED BY COMMISSIONERS' COURT
ON: 1/24/2012

THIS COURT'S ORDER

WHEREAS, the Commissioners Court has determined it has no purpose or use for the Road; that such Road is unopened and is not currently in use; that there is no foreseeable need or use in the future for the Road;

ORDER CLOSING, ABANDONING AND VACATING TRACT I, 0.57 ACRES, AND TRACT II, 0.91 ACRES, OF ROADWAY BEING OUT OF LOTS 6, 7, 8, 9, & 10, BLOCK 49, LOTS 1, 2, 3, 4, & 5, BLOCK 58, AND LOTS 4 & 5, BLOCK 57, CITRUS FRUIT DEVELOPMENT COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, on the 24th day of January, 2012, at a duly called and noticed meeting of the Hidalgo County Commissioners Court at which a quorum was present came to be heard facts and information concerning abandoning, closing and vacating an unopened county road being Tract I, 0.57 acres, and Tract II, 0.91 acres of land (the "Road") more particularly described by meets and bounds as attached hereto as Exhibit "A" and made part hereof.

WHEREAS, the Commissioners Court has determined it has no purpose or use for the Road; that such Road is unopened and is not currently in use; that there is no foreseeable need or use in the future for the Road;

WHEREAS, the Commissioners Court has examined factual evidence and is not opposed to Hidalgo County abandoning, closing and vacating the Road;

NOW THEREORE, BE IT ORDERED, ADJUDGED AND DECREED that the Commissioners Court of Hidalgo County based on the facts presented, does hereby unanimously agree to abandon, close and vacate the Road as described in Exhibit "A".

BE IT FURTHER ORDERED that, in accordance with Texas Transportation Code Section 251.058 (b), title to the portion of the public road that is closed, abandoned, and vacated to the center line of the road vests on the date this Order is signed by the County Judge in the owners of the property that abut the portion of the road being closed, abandoned and vacated. A copy of this Order shall be filed in the deed records of Hidalgo County and serves as the official instrument of conveyance from: Hidalgo County to the owner of the abutting property.

WHEREUPON, Commissioner Joseph Palacios moved for the adoption of said Order, said Motion being seconded by Commissioner Joel Quintanilla and duly adopted by all members of the

Q. That's not true, is it? You intentionally didn't tell the county. You said I didn't tell them about the pipeline, right?

A. No, I didn't tell them.

ON: 1/24/12

STATE OF TEXAS

COUNTY OF HIDALGO

ORDER CLOSING, ABANDONING AND VACATING TRACT I, 0.57 ACRES, AND TRACT II, 0.91 ACRES, OF ROADWAY BEING OUT OF LOTS 6, 7, 8, 9, & 10, BLOCK 49, LOTS 1, 2, 3, 4, & 5, BLOCK 58, AND LOTS 4 & 5, BLOCK 57, CITRUS FRUIT DEVELOPMENT COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, on the 24th day of January, 2012, at a duly called and noticed meeting of the Hidalgo County Commissioners Court at which a quorum was present came to be heard facts and information concerning abandoning, closing and vacating an unopened county road being Tract I, 0.57 acres, and Tract II, 0.91 acres of land (the "Road") more particularly described by meets and bounds as attached hereto as Exhibit "A" and made part hereof.

WHEREAS, the Commissioners Court has determined it has no purpose or use for the Road; that such Road is unopened and is not currently in use; that there is no foreseeable need or use in the future for the Road;

WHEREAS, the Commissioners Court has examined factual evidence and is not opposed to Hidalgo County abandoning, closing and vacating the Road;

NOW THEREORE, BE IT ORDERED, ADJUDGED AND DECREED that the Commissioners Court of Hidalgo County based on the facts presented, does hereby unanimously agree to abandon, close and vacate the Road as described in Exhibit "A".

BE IT FURTHER ORDERED that, in accordance with Texas Transportation Code Section 251.058 (b), title to the portion of the public road that is closed, abandoned, and vacated to the center line of the road vests on the date this Order is signed by the County Judge in the owners of the property that abut the portion of the road being closed, abandoned and vacated. A copy of this Order shall be filed in the deed records of Hidalgo County and serves as the official instrument of conveyance from Hidalgo County to the owner of the abutting property.

WHEREUPON, Commissioner Joseph Palacios moved for the adoption of said Order, said Motion being seconded by Commissioner Joel Quintanilla and duly adopted by all members of the court present voting "aye".

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 1/24/12

EXHIBIT "A"

TRACT I
METES AND BOUNDS DESCRIPTION
FOR A
0.57 OF AN ACRE TRACT

A 0.57 of an acre tract of land being the south 15.00 feet of Lots 7 and 8, Block 49, a portion of the south 15.00 feet of Lot 6, Block 49, the north 15.00 feet of Lots 3 and 4, Block 58, and a portion of the north 15.00 feet of Lot 5, Block 58, Citrus Fruit Development Company Subdivision as recorded in Volume 6, Pages 428 through 431, Deed Records, Hidalgo County, Texas, also being a portion of that certain thirty foot (30.00') Road Right-of-Way (not opened) between said Blocks 58 and 49 of said Citrus Fruit Development Company Subdivision and being more fully described by metes and bounds as follows:

BEGINNING at a set one-half inch iron on the point of intersection of the south Right-of-Way line of said thirty foot (30.00') Road Right-of-Way (not opened) between Blocks 58 and 49 and the west Right-of-Way line of an abandoned one hundred foot (100.00') Missouri Pacific Railroad Right-of-Way as described in Deed recorded In Volume 1768, Page 801, Deed Records, Hidalgo County, Texas, for the southeast corner of herein described tract. Said point bears S 09° 02' 39" W 15.00 feet from a set one-half inch iron rod being the southeast corner of said Lot 8, Block 49, also being the northeast corner of said Lot 3, Block 58, also being the point of intersection of the north line of said Block 58, also being the south line of said Block 49 and the west Right-of-Way of said abandoned one hundred foot (100.00') Missouri Pacific Railroad Right-of-Way.

THENCE N 81° 03' 00" W 824.98 feet along said south Right-of-Way line of said thirty foot (30.00') Road Right-of-Way (not opened) between Blocks 58 and 49, being parallel to the north lines of said Lots 3, 4 and 5, Block 58, to a set one-half inch iron rod on the east Right-of-Way line of U. S. Highway 281 for the southwest corner of herein described tract.

THENCE N 08° 20' 00" E along said east Right-of-Way line of U. S. Highway 281, pass at 15.00 feet a point being the north line of said Block 58, also being the south line of said Block 49 and continuing for a total distance of 30.00 feet to a set one-half inch iron rod on the north Right-of-Way line of said thirty foot (30.00') Road Right-of-Way (not opened) between Blocks 58 and 49 for the northwest corner of herein described tract.

THENCE S 81° 03' 00" E 825.35 feet along said north Right-of-Way line of said thirty foot (30.00') Road Right-of-Way (not opened) between Blocks 58 and 49, being parallel to the south lines of said Lots 6, 7 and 8, Block 49, to a set one-half inch iron rod on the east line of said Lot 8, Block 49, also being said west Right-of-Way line of said abandoned one hundred foot (100.00') Missouri Pacific Railroad Right-of-Way for the northeast corner of herein described tract.

THENCE S 09° 02' 00" W along said east line of Lot 8, Block 49, also being said west Right-of-Way line of said abandoned one hundred foot (100.00') Missouri Pacific Railroad Right-of-Way, pass at 15.00 feet a set one-half inch iron rod being the southeast corner of said Lot 8, Block 49, also being the northeast corner of said Lot 3, Block 58, also being the point of intersection of the north line of said Block 58, also being the south line of said Block 49 and the west Right-of-Way of said abandoned one hundred foot (100.00') Missouri Pacific Railroad Right-of-Way, and continuing along the east line of said Lot 3, Block 58, for a total distance of 30.00 feet to the point of beginning and containing 0.57 of an acre (24,755 square feet) of land, more or less.

JOB NO.: 2011-186.TR I.CITRUS FRUIT DEV
R. E. GARCIA & ASSOCIATES

TRACT II
METES AND BOUNDS DESCRIPTION
FOR A
0.91 OF AN ACRE TRACT

A 0.91 of an acre tract of land being the south 15.00 feet of Lots 9 and 10, Block 49, the north 15.00 feet of Lots 1 and 2, Block 58, and the north 15.00 feet of Lots 5 and 4, Block 57, Citrus Fruit Development Company Subdivision as recorded in Volume 6, Pages 428 through 431, Deed Records, Hidalgo County, Texas, also being a portion of that certain thirty foot (30.00') Right-of-Way (not opened) between said Blocks 58 and 49 and a portion of that certain thirty foot (30.00') Right-of-Way on the north line of said Block 57, (not opened) of said Citrus Fruit Development Company Subdivision and being more fully described by metes and bounds as follows:

BEGINNING at a set one-half inch iron on the point of intersection of the south Right-of-way line of said thirty foot (30.00') Road Right-of-Way (not opened) between Blocks 58 and 49 and the east Right-of-Way line of an abandoned one hundred foot (100.00') Missouri Pacific Railroad Right-of-Way as described in Deed recorded in Volume 1768, Page 801, Deed Records, Hidalgo County, Texas, for the southwest corner of herein described tract. Said point bears S 09° 02' 39" W 15.00 feet from a set one-half inch iron rod being the southwest corner of said Lot 9, Block 49, also being the northwest corner of said Lot 2, Block 58, also being the point of intersection of the north line of said Block 58, also being the south line of said Block 49 and the east Right-of-Way of said abandoned one hundred foot (100.00') Missouri Pacific Railroad Right-of-Way.

THENCE N 09° 02' 39" E along the west line of said Lot 2, Block 58, also being said east Right-of-Way line of said abandoned one hundred foot (100.00') Missouri Pacific Railroad Right-of-Way, pass at 15.00 feet a set one-half inch iron rod being the northwest corner of said Lot 2, Block 58, also being the southwest corner of said Lot 9, Block 49, also being the point of intersection of the north line of said Block 58, also being the south line of said Block 49 and the east Right-of-Way of said abandoned one hundred foot (100.00') Missouri Pacific Railroad Right-of-Way, and continuing along the west line of said Lot 9, Block 49, for a total distance of 30.00 feet to a set one-half inch iron rod on the north Right-of-Way line of said thirty foot (30.00') Right-of-Way (not opened) between said Blocks 58 and 49 for the northwest corner of herein described tract.

THENCE S 81° 03' 00" E 897.57 feet along said north Right-of-Way line of said thirty foot (30.00') Right-of-Way (not opened) between said Blocks 58 and 49 being parallel to the south lines of said Lots 9 and 10, Block 49, to a set one-half inch iron rod on the east line of said Lot 10 Block 49, for an interior corner of herein described tract.

THENCE S 08° 57' 00" W 15.00 feet along said east line of Lot 10 Block 49, to a set one-half inch iron rod being the southeast corner of said Lot 10, Block 49, also being the northeast corner of said Lot 1, Block 58, also being the northwest corner of said Lot 5, Block 57, for an interior corner of herein described tract.

THENCE S 81° 03' 00" E 841.40 feet along the north lines of said Lots 5 and 4, Block 57, to a set one-half inch iron rod being the northeast corner of said Lot 4, Block 57, for the northeast corner of herein described tract.

THENCE S 08° 57' 00" W 15.00 feet along the east line of said Lot 4, Block 57, to a set one-half inch iron rod on the south Right-of-Way line of said thirty foot (30.00') Right-of-Way on the north line of said Block 57(not opened) for the southeast corner of herein described tract

THENCE N 81° 03' 00" W 1,793.03 feet along said south Right-of-Way line of said thirty foot (30.00') Right-of-Way on the north line of said Block 57 and between said Blocks 58 and 49 to the point of beginning and containing 0.91 of an acre (26,085 square feet) of land, more or less.

JOB NO.: 2011-188.TR II.CITRUS FRUIT DEV
R. E. GARCIA & ASSOCIATES

REPORTER'S RECORD
VOLUME 001 OF 001 VOLUME

TRIAL COURT CAUSE NO. C-7554-14-C

MVP PROPERTIES, LLC	IN THE DISTRICT COURT OF
VS	HIDALGO COUNTY, T E X A S
ONE GAS, INC. D/B/A TEXAS GAS SERVICE CO.	139TH JUDICIAL DISTRICT

* *

STATEMENT OF FACTS

January 8, A.D., 2015

* *

On the 15th day of January, A.D., 2015, the foregoing Proceedings came on to be heard outside the presence of a Jury, in the above-entitled and -enumerated cause; and the following proceedings were had before the Honorable Roberto "Bobby" Flores, Judge Presiding, held in Edinburg, Hidalgo County, Texas, USA:

Proceedings reported by COMPUTERIZED INTEGRATED COURTROOM REALTIME, STENOTYPE MACHINE; Reporter's Record produced BY COMPUTER-ASSISTED TRANSCRIPTION.

JESSIE C. SALAZAR, Texas CSR #4286
Official Court Reporter - 139th Judicial District Court
Hidalgo County Courthouse
100 North Closner, Second Floor
Edinburg, Texas 78539 USA
956.318.2260

is there, that reflects that Texas Gas has for the last 70 years had a pipeline running across that property, is it?

A. No, that's what the title memorandum showed and we didn't know about it. I didn't know about it until I saw it.

Q. That's not true, is it? You intentionally didn't tell the county. You said I didn't tell them about the pipeline, right?

A. No, I didn't tell them.

Q. Okay.

A. I met the requirements by statute.

Q. You had surveyed prepared that would not reflect the pipeline, right?

THE COURT: I'm going to make an observation and I don't know if you have figured it out. But I -- probably I, without a doubt, I have the most talented court reporter probably in the nation. And for him to take both of you together, I don't see -- I haven't seen anybody do it.

MR. JOHNSON: Yes, sir.

THE COURT: So have a little respect for him if you do.

MR. JOHNSON: Yes, sir. My apologies to the court reporter, Your Honor.

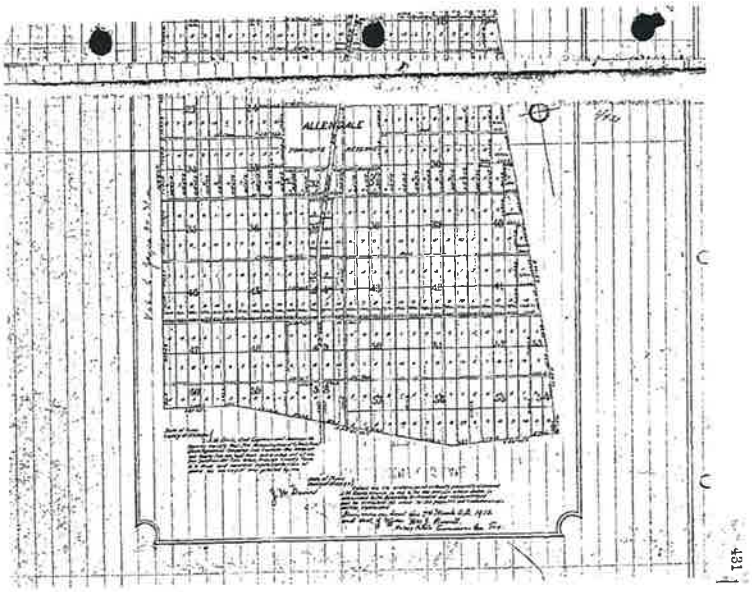
A. If your question is did I tell the county?

Q. (BY MR. JOHNSON) No, I have another question.

MR. JOHNSON: I offer Exhibit No. 2. Defendant's

THE DEDICATION

- In 1909, the Citrus Fruit Development Property dedicated the property to public use.
- The dedication included a reservation for erecting "pipelines, poles, and lines of wire for the distribution and sale of water, heat, light and power"





THE DEDICATION

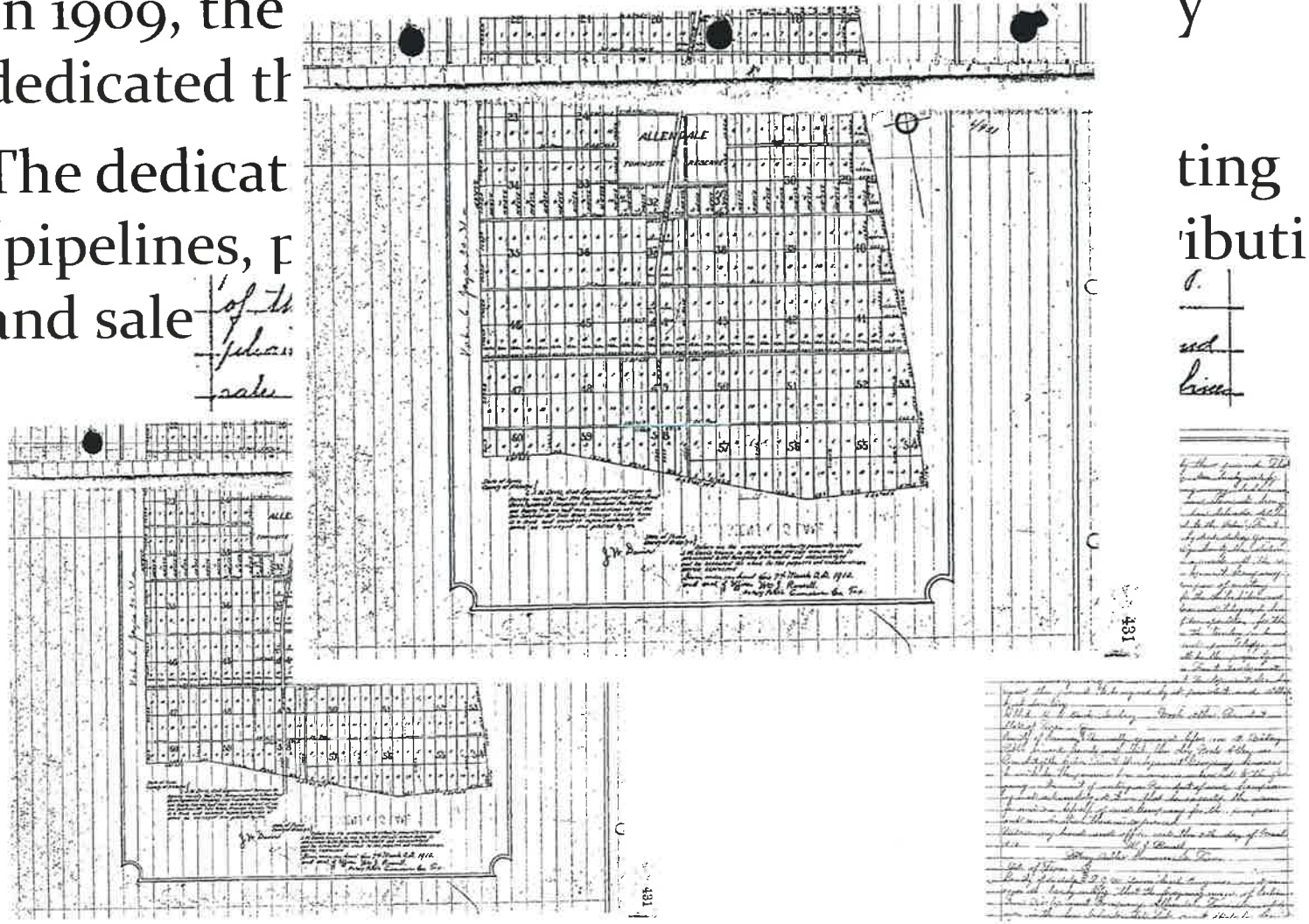


THE DEDICATION

of the right to occupy and use for the purpose of erecting
gas & water pipe lines, poles and lines of wire for the distribution and
sale of water, heat light and power, telephones and telegraph lines

THE DEDICATION

- In 1909, the [illegible] y dedicated th[illegible]
- The dedicat[illegible] ting "pipelines, p[illegible] ibution and sale[illegible]



130

MAP

SHOWING SUBDIVISION OF THE

CITRUS FRUIT DEVELOPMENT CO'S LAND

IN

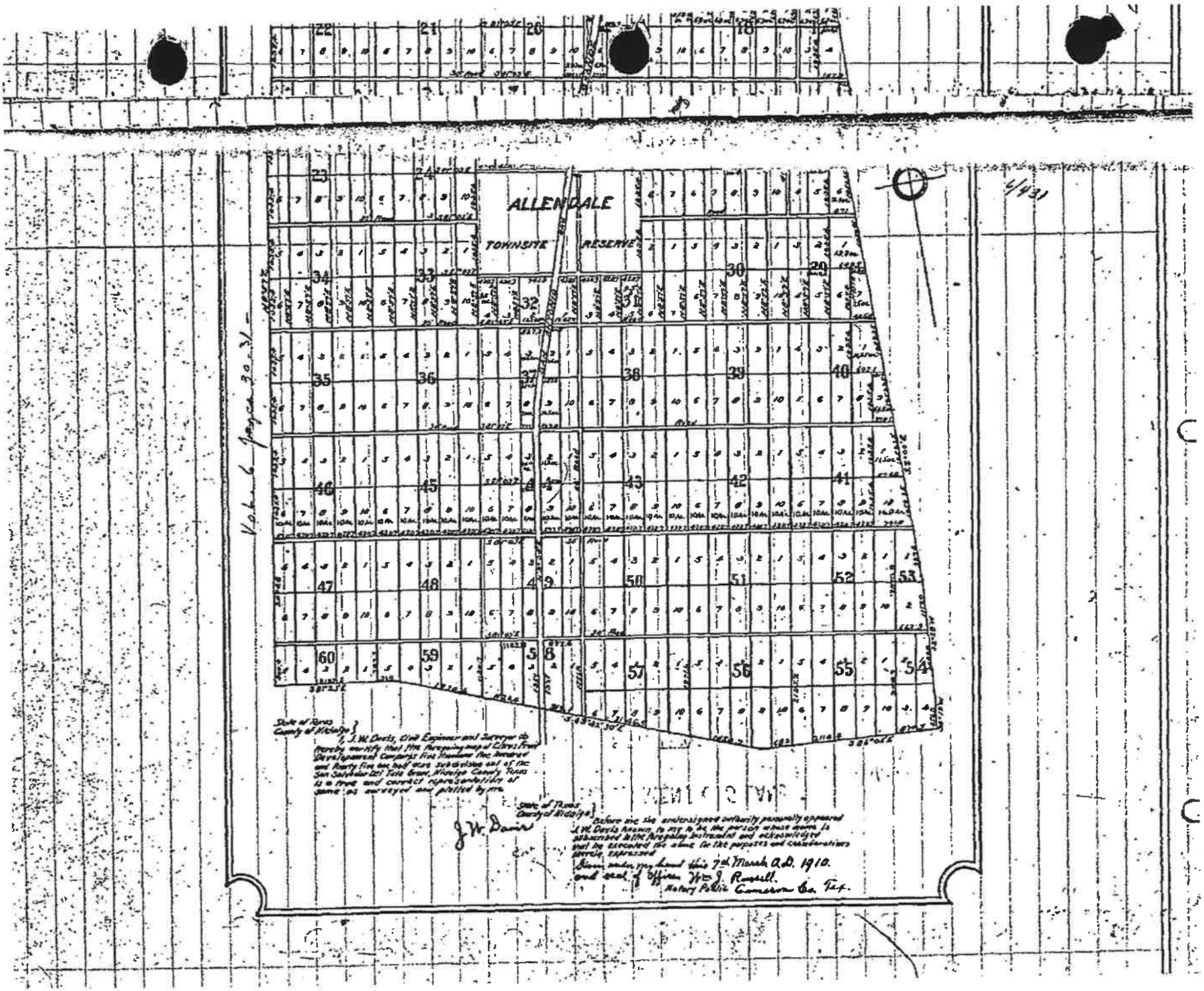
HIDALGO COUNTY, TEXAS

SCALE 1" = 1000'

EXHIBIT

tabbies

8


ALLENDALE
TOWNSITE
RESERVE
Volume 6 Page 30 3/
4/31
State of Texas
County of Hidalgo
I, J. W. Davis, Civil Engineer and Surveyor do hereby certify that the foregoing map of Chris Fruit Development Company's Five Hundred Five Hundred and Forty five one half acre subdivision out of the San Salvador del Tule Grant, Hidalgo County Texas is a true and correct representation of same as surveyed and platted by me.
J. W. Davis
State of Texas
County of Hidalgo
Before me the undersigned authority personally appeared J. W. Davis known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and considerations therein expressed
Given under my hand this 7th March A.D. 1910.
and seal of Office Wm J. Russell.
Notary Public Cameron Co. Tex.

State of Texas }
County of Hidalgo } Know all men by these presents: That the Citrus Fruit Development Company, does hereby ratify confirm and adopt the above and foregoing survey, subdivision maps and plats of Allendale Townsite, said Townsite being a part of a tract of 2645½ acres in the San Salvador del Tule Grant Hidalgo County Texas, conveyed to the Citrus Fruit Development Company by Noah Allen by deed dated January 28th 1909 which is duly recorded in Hidalgo County the dedication of the streets and alleys on the map is made with the reservation in the Citrus Fruit Development Company of the right to occupy and use for the purpose of erecting poles pipe lines poles and lines of wire for the distribution and sale of water, heat light and power, telephones and telegraph lines and for the purpose of operating lines of transportation for the carriage of freight and passengers within the territory embraced by Allendale Townsite and all the rights and powers ledges and franchises in said streets and alleys shall be the property and be used and controlled by the said Citrus Fruit Development Co in testimony thereof the Citrus Fruit Development Co has caused these presents to be signed by its president and attested by its secretary.

Attest H. H. Banker Secretary. Noah Allen President

State of Texas }
County of Cameron } Personally appeared before me a Notary Public for said County and State this day Noah Allen as President of the Citrus Fruit Development Company known to me to be the person whose name is subscribed to the foregoing instrument of writing as President of said Company and acknowledged to me that he executed the same for and on behalf of said Company for the purpose and consideration therein expressed

Witness my hand and official seal this 2th day of March 1910.

W. J. Russell
Notary Public Cameron Co. Texas

State of Texas }
County of Hidalgo } I J. W. Davis Civil Engineer and Surveyor do hereby certify That the foregoing maps of Citrus Fruit Development Company, Allendale Townsite subdivision in the San Salvador Del Tule grant [illegible]

6 6

sworn to and subscribed by me

J. W. Davis.

State of Texas }
County of Cameron } Before me the undersigned authority
Personally appeared J. W. Davis known to me to be the per-
son whose name is subscribed to the foregoing instrument
and acknowledged that he executed the same for the pur-
poses and considerations therein expressed
Given under my hand and seal of office this 4th day of March A. D. 1910.

Wm Russell
Notary Public Cameron Co. Texas.

Filed for record this the 9th day of March A. D. 1910 at 2 o'clock P.M.

A. Galvan
Clk Cnty Ct. Hidalgo Co Texas

Recorded April 11th 1910 at 3rd o'clock P.M.

County Clerk

THE EXPRESS EASEMENT

- In 1943, the landowners granted Rio Grande Valley Gas Company an express easement to utilize the property to "construct, maintain and operate pipelines"

COUNTY OF HIDALGO | KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ($1.00) One and no/100 dollars to them in hand paid, the receipt of which is hereby acknowledged, the undersigned grantors do hereby GRANT, AND CONVEY to the RIO GRANDE VALLEY GAS COMPANY; a Delaware corporation, its successors and assigns, the right of way to construct, maintain and operate pipe lines, and to construct, maintain, and operate, telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described property situated in ~~in~~ Hidalgo County, State of Texas, to wit:

Lots 4, 5, 6 and 7 in Block 57, Citrus Fruit Development Company Subdivision, Hidalgo County, Texas, according to the map or plat thereof on file and of record in the office of the County Clerk of Hidalgo County, Texas, to which reference is here made for all purposes; more fully described in deed from _____ to _____ recorded in Volume

THE EXPRESS EASEMENT

Upon written application to the RIO GRANDE VALLEY GAS COMPANY at Edinburg, Texas, the grantee will make or cause to be made a tap on any gas pipe line constructed by the grantee on grantor's premises for the purpose of supplying gas to the grantor for domestic use only.

THE EXPRESS EASEMENT

Upon written application to the RIO GRANDE VALLEY GAS COMPANY at Edinburg, Texas, the grantee will make or cause to be made a tap on any gas pipe line constructed by the grantee on grantors premises for the purpose of supplying gas to the grantor for domestic use only,

- In 1 y Gas Company an express easement to utilize the property to "construct, maintain and operate pipelines"

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Lots 4, 5, 6 and 7 in Block 57, Citrus Fruit Development Company Subdivision, Hidalgo County, Texas, according to the map or plat thereof on file and of record in the office of the County Clerk of Hidalgo County, Texas, to which reference is here made for all purposes; more fully described in deed from _____ to _____ recorded in Volume

COUNTY OF HIDALGO | KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ($1.00) One and no/100 dollars to them in hand paid, the receipt of which is hereby acknowledged, the undersigned grantors do hereby GRANT, AND CONVEY to the RIO GRANDE VALLEY GAS COMPANY, a Delaware corporation, its successors and assigns, the right of way to construct, maintain and operate pipe lines, and to construct, maintain, and operate, telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described property situated in ~~in~~ Hidalgo County, State of Texas, to wit:

Lots 4, 5, 6 and 7 in Block 57, Citrus Fruit Development Company Subdivision, Hidalgo County, Texas, according to the map or plat thereof on file and of record in the office of the County Clerk of Hidalgo County, Texas, to which reference is here made for all purposes; more fully described in deed from _____ to _____ recorded in Volume

_____ Page_____ Deed Records of said _____ County, to which reference is here made for further description.

TO HAVE AND TO HOLD to it, the said RIO GRANDE VALLEY GAS COMPANY, its successors and assigns, so long as such lines shall be maintained, with ingress and egress to and from the same, for the purpose of constructing, inspecting, repairing and maintaining the same, and the removal of same, at will, in whole or in part. The said Grantors to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said RIO GRANDE VALLEY GAS COMPANY, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation, of soil, and to pay all damages which may arise to crops and fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantors, their heirs or assigns, one by the said RIO GRANDE VALLEY GAS COMPANY, its successors or assigns; and the third by the two so appointed as aforesaid, and the written award of such three persons, or any two of them shall be final and conclusive.

Upon written application to the RIO GRANDE VALLEY GAS COMPANY at Edinburg, Texas, the grantee will make or cause to be made a tap on any gas pipe line constructed by the grantee on grantors premises for the purpose of supplying gas to the grantor for domestic use only, the cost of meter, saddle and labor to be borne by said grantee; all other expenses, including fitting, to be borne by grantors, gas to be measured and furnished at the main line of grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where grantee is supplying gas.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this 30th day of March, A.D. 1943.

L. A. GANNAWAY

JULIA S. GANNAWAY
Pro Forma

Signed and delivered in the presence of the undersigned witnesses:

_____
Right of Way Agent.

THE STATE OF TEXAS)(
COUNTY OF HIDALGO)(

Before me, Robert J. Enochs, a Notary Public in and for said County and State, on this day personally appeared L.A. Gannaway, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 30th day of March, A.D. 1943.

SEAL
SEAL

ROBERT J. ENOCHS
Robert J. Enochs

Notary Public in and for

Hidalgo County, Texas.

THE STATE OF TEXAS
COUNTY OF HIDALGO

Before me, Robert J. Enochs, a Notary Public in and for said County and State, on this day personally appeared Julia S. Gannaway, wife of L.A. Gannaway, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Julia S. Gannaway acknowledged such instrument to be her act and deed, and declared that she

Given under my hand and seal of office, on this the 30th day of March A.D. 1943.

SEAL

ROBERT J. ENOCHS
Robert J. Enochs

Notary Public in and for

Hidalgo County, Texas

Filed for record the 3rd day of April 1943, at 9:25 A.M. and duly recorded this the 21st day of April 1943, at 1:25 P.M.

SEAL

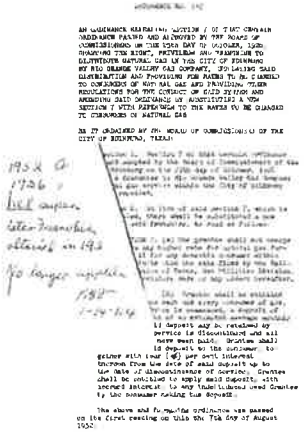
C. D. KIRKLAND, COUNTY CLERK

HIDALGO COUNTY, TEXAS.

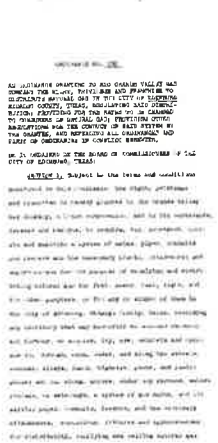
BY I. MORGAN DEPUTY.

THE FRANCHISE AGREEMENTS

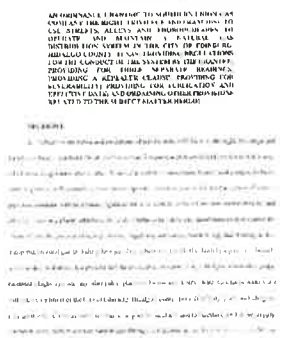
- In 1926, the City of Edinburg granted Rio Grande Valley Gas Company the right to “distribute natural gas in the City of Edinburg”



1952



1955



2002

THE FRANCHISE AGREEMENTS

AN ORDINANCE REPEALING SECTION 7 OF THAT CERTAIN ORDINANCE PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS ON THE 25th DAY OF OCTOBER, 1926, GRANTING THE RIGHT, PRIVILEGE AND FRANCHISE TO DISTRIBUTE NATURAL GAS IN THE CITY OF EDINBURG

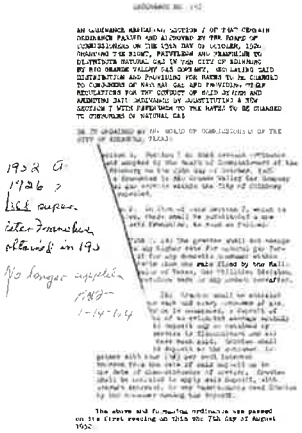
1952 1955 2002

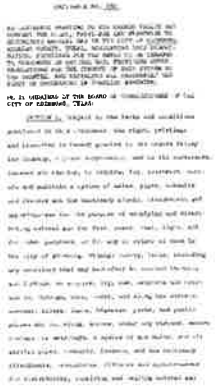
and further, to acquire, lay, use, maintain and operate in, through, upon, under, and along the streets, avenues, alleys, lanes, highways, parks, and public places and on, along, across, under any streams, watercourses, or waterways, a system of gas mains, and all service pipes, conduits, feeders, and the necessary attachments, connections, fixtures and appurtenances for distributing, supplying and selling natural gas

THE FRANCHISE AGREEMENTS

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and further, to acquire, lay, use, maintain and operate in, through, upon, under, and along the streets, avenues, alleys, lanes, highways, parks, and public places and on, along, across, under any streams, watercourses, or waterways, a system of gas mains, and all service pipes, conduits, feeders, and the necessary attachments, connections, fixtures and appurtenances for distributing, supplying and selling natural gas







1952 1955 2002

ORDINANCE NO. 147

AN ORDINANCE REPEALING SECTION 7 OF THAT CERTAIN ORDINANCE PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS ON THE 25th DAY OF OCTOBER, 1926, GRANTING THE RIGHT, PRIVILEGE AND FRANCHISE TO DISTRIBUTE NATURAL GAS IN THE CITY OF EDINBURG BY RIO GRANDE VALLEY GAS COMPANY, REGULATING SAID DISTRIBUTION AND PROVIDING FOR RATES TO BE CHARGED TO CONSUMERS OF NATURAL GAS AND PROVIDING OTHER REGULATIONS FOR THE CONDUCT OF SAID SYSTEM AND AMENDING SAID ORDINANCE BY SUBSTITUTING A NEW SECTION 7 WITH REFERENCE TO THE RATES TO BE CHARGED TO CONSUMERS OF NATURAL GAS

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF EDINBURG, TEXAS:

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1926 ?
hel super.
later franchise
obtained in 195.
No longer applies
RBJ
1-14-64

ection 1. Section 7 of that certain ordinance and adopted by the Board of Commissioners of the Edinburg on the 25th day of October, 1926 a franchise to Rio Grande Valley Gas Company al gas service within the City of Edinburg repealed.

n 2. In lieu of said Section 7, which is aled, there shall be substituted a new said franchise, to read as follows:

TION 7. (A) The grantee shall not charge e any higher rate for natural gas fur- it for any domestic consumer within imits than the rate fixed by the Rail- ssion of Texas, Gas Utilities Division, retofore made or any orders hereafter.

(B) Grantee shall be entitled om each and every consumer of gas, rvice is commenced, a deposit of nt of an estimated average monthly d deposit may be retained by service is discontinued and all have been paid. Grantee shall d deposit to the consumer, together with four (4%) per cent interest thereon from the date of said deposit up to the date of discontinuance of service. Grantee shall be entitled to apply said deposit, with accrued interest, to any indebtedness owed Grantee by the consumer making the deposit.

The above and foregoing ordinance was passed on its first reading on this the 7th day of August 1952.

The above and foregoing ordinance was passed on its second reading on the 19th day of August, 1952.

The above and foregoing ordinance was passed on its third reading and was duly declared finally passed on the 2nd day of September, 1952.

/s/ Chester E. Blodget
Mayor, City of Edinburg, Texas
CHESTER E. BLODGET

ATTEST:

/s/ Paul W. Henderson
City Clerk
(SEAL) PAUL W. HENDERSON

ORDINANCE NO. 182

AN ORDINANCE GRANTING TO RIO GRANDE VALLEY GAS COMPANY THE RIGHT, PRIVILEGE AND FRANCHISE TO DISTRIBUTE NATURAL GAS IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS; REGULATING SAID DISTRIBUTION; PROVIDING FOR THE RATES TO BE CHARGED TO CONSUMERS OF NATURAL GAS; PROVIDING OTHER REGULATIONS FOR THE CONDUCT OF SAID SYSTEM BY THE GRANTEE, AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF EDINBURG, TEXAS:

SECTION 1. Subject to the terms and conditions mentioned in this Ordinance, the right, privilege and franchise is hereby granted to Rio Grande Valley Gas Company, a Texas corporation, and to its successors, lessees and assigns, to acquire, lay, construct, operate and maintain a system of mains, pipes, conduits and feeders and the necessary plants, attachments and appurtenances for the purpose of supplying and distributing natural gas for fuel, power, heat, light, and for other purposes, or for any or either of them in the City of Edinburg, Hidalgo County, Texas, including any territory that may hereafter be annexed thereto; and further, to acquire, lay, use, maintain and operate in, through, upon, under, and along the streets, avenues, alleys, lanes, highways, parks, and public places and on, along, across, under any streams, watercourses, or waterways, a system of gas mains, and all service pipes, conduits, feeders, and the necessary attachments, connections, fixtures and appurtenances for distributing, supplying and selling natural gas

for fuel, power, heat, light and for any other purposes to the City of Edinburg, and to the inhabitants thereof, and for distributing, supplying and conveying said natural gas through a system of mains, pipes, conduits and feeders, for the purpose of distributing, supplying and selling natural gas for fuel, power, heat, light and for any other purpose, to other cities, towns or communities, and areas outside the City Limits of Edinburg and rural thereto, and to the inhabitants thereof, for the full term of this franchise.

SECTION 2. The mains and pipes of the grantee shall be laid in alleys, streets, and avenues, the alleys to be used in all instances where practical, and when in streets and avenues shall be laid in a line parallel with the curb line thereof, or in such locations as shall be most practical, provided, however, that in no case shall the main pipe be laid less than 18 inches below the established city grade, without permission of the City Engineer.

When the grantee shall desire to lay any mains hereunder, and before commencing said work, it shall submit to the Board of Commissioners, or other proper authority, a map or plan showing the streets, avenues, alleys, and other public places wherein it proposes to lay said mains, and when said plan shall have been approved by the Board of Commissioners or other proper authority or officer appointed by the said Board, to

approve such plan, they shall then constitute a permit to the grantee for the opening of all of said streets, avenues, alleys and other public places shwon on said map or plan, and for the laying of said mains and other equipment by the grantee, as rapidly as work can be conveniently conducted by it. Provided, however, that it shall not be necessary for grantee herein to secure such permit for the laying of service pipes from the main pipes of the grantee, but a general permit from the City Engineer for this purpose shall be deemed sufficient.

SECTION 3. In the opening and refilling of all openings made by the grantee, it shall relay the pavements and do all other work necessary to the complete restoration of the streets, pavements, sidewalks, or grounds to a condition equally as good as when disturbed, and when the grantee shall open any ground in said city for the purpose of laying any gas pipes or for any other purpose whatever, the grantee shall open no more space at any time, or at any one place, nor keep the same open any longer than is necessary to properly execute the work for which same shall have been opened.

SECTION 4. The grantee, its successors, lessees or assigns, shall at all times be subject to all lawful City Ordinances now in existence, or which may hereafter be passed, not inconsistent herewith.

No fee or other charge of any kind shall be imposed upon the grantee, or upon any consumer of gas for the breaking or opening of any streets or other public places or for the laying of mains, service pipes or other connections therein except as provided for hereunder.

Nothing in this franchise shall be construed in such a manner as to in any way abridge the right of the City of Edinburg to pass the necessary police ordinances for the protection of the citizens of Edinburg, and their property, and the property of this grantee.

The grantee shall at all times display and keep the necessary danger signals and proper guards around all excavations and obstructions, and shall keep sufficient space in good condition for the travel of wagons and teams, and motor vehicles, et cetera, on at least one side of all excavations and obstructions, and shall as soon as practicable, restore all openings and the streets and public places to a condition equally as good as before said openings and obstructions were made.

SECTION 5. The grantee shall do no permanent injury to any street, avenue, alley, lane, bridge, stream, watercourse, park, public place, nor in any manner disturb or interfere unnecessarily with electric lines, conduits, or equipment or with any water

or other pipes, nor with any public or private sewer now or hereafter laid or constructed by said City or by any authorized person or corporation, but no electric conduits or water or sewer pipes or other pipes shall be so laid as to interfere unnecessarily with any gas mains or pipes which shall be laid prior to the time of laying such electric conduits, sewer or water pipes or other pipes.

SECTION 6. The grantee shall supply gas at the rate and under the conditions herein specified, to all applicants not in arrears for prior bills for gas, service pipes, appliances, or other things, owning or occupying premises on streets, avenues or other public places in which gas mains or conduits are laid.

SECTION 7. (A) The grantee shall not charge or receive any higher rate for natural gas furnished by it for any domestic consumer within the City Limits than the rate fixed by the Railroad Commission of Texas, Gas Utilities Division, by order heretofore made or any orders hereafter.

(B) Grantee shall be entitled to require from each and every consumer of gas, before gas service is commenced, a deposit of twice the amount of an estimated average monthly bill, which said deposit may be retained by Grantee until service is discontinued and all bills therefor have been

paid. Grantee shall then return said deposit to the consumer, together with interest thereon in such minimum amount as is now, or may hereafter be, provided by law, from the date of said deposit up to the date of discontinuance of service.

SECTION 8. Grantee shall charge and receive for natural gas furnished by it for any commercial and industrial consumer within the City Limits such rates as it may from time to time elect, but there shall be no discrimination in rates between industrial consumers using equal daily quantities of gas under similar conditions.

SECTION 9. All service pipes shall be maintained by the grantee to the curb line of the consumer, but it shall be entitled to charge for furnishing and laying service pipes from the curb line to and through the buildings at cost plus ten per cent per lineal foot, but it is optional with the consumer as to whether he shall employ grantee or not; and the grantee, its successors or assigns, shall have the right to make and enforce as a part of the conditions on which it shall supply heat, light, power and fuel as herein provided, all needful rules, regulations not inconsistent with law, or the provisions of this Ordinance.

SECTION 10. This ordinance shall continue and remain in force for a period of thirty (30) years from and after the date which it shall become effective.

SECTION 11. The grantee shall, in the event of its desiring a renewal of this franchise, so notify the Board of Commissioners within the last five years prior to its expiration, and in case this franchise shall not be renewed, then all operations hereunder shall cease, and in that event, the City of Edinburg at its option, may purchase, in the manner then provided by its Charter, Ordinances and Laws of Texas, the works, apparatus, mains, pipes, meters and supplies of the grantee, its successors or assigns for its reasonable value at said time. And if said Franchise shall not be renewed and the City shall not exercise its option to purchase, the grantee may in such event, and after the expiration of this franchise, remove all of such works from the streets and alleys of Edinburg, Texas, in which event it shall restore said streets, alleys, parks and public places in the City of Edinburg, Texas, to equally as good condition as same were before such removal, such work to be done under the direction and supervision of the proper authority of the City of Edinburg, Texas, and at the cost and expense of grantee, for which the City may require security in advance.

SECTION 12. The grantee herein is expressly given the power and privilege to sell, transfer and assign said franchise to any person or corporation.

SECTION 13. Whenever the words "the grantee" occur in this Ordinance, same shall mean and shall be understood to be Rio Grande Valley Gas Company, its successors, lessees or assigns, and any individual, copartnership, corporation, receiver, or other person or authority owning or operating such franchise or plant; and whenever the words "authority" or "proper authority" occur in this Ordinance, they mean and shall be understood to be the authorized officer or officers, committee or body representing the City of Edinburg, Texas.

SECTION 14. The grantee, by accepting or acting under this grant, shall pay to the City of Edinburg, as a franchise tax and as compensation for the rights and privileges enjoyed hereunder, during the life of this grant, two (2%) per cent of its gross income derived from all gas sales within the City of Edinburg, Texas. Such payment shall be based on receipts for each 12-month period ending December 31, and payment shall be made on or before April 1 of each and every year, beginning April 1, 1956. This tax shall be in lieu of all other franchise, license or occupation taxes, levies, rentals or charges which may be levied or attempted to be levied by the said City of Edinburg, Texas. The Board of Commissioners may, when it may see fit, have the books and records of grantee examined by a representative of the City

to ascertain whether such statement and tax is accurate, but nothing in this ordinance shall be construed to prevent the City from ascertaining the facts by any other legal method.

SECTION 15. All Ordinances or parts of Ordinances in conflict herewith, are hereby repealed.

SECTION 16. It shall be the duty of grantee herein to serve, through its distribution system, all business and industrial sections within the corporate limits of the City of Edinburg, and all residential sections where there are four or more houses located on each city block, provided that no more than one city block having no consumers of gas intervenes between this block and the end of any main or lateral then existing, and provided that grantee shall not be required to extend mains or pipe more than one hundred (100') feet for any one customer for natural gas.

SECTION 17. In such cases as providential hindrance, strikes, inability to get pipe, or railroads delaying in moving pipe, or other causes beyond the control of the grantee, it shall not suffer therefor, but the proper authorities are to extend such time as is necessary, providing grantee is pursuing work with due diligence.

SECTION 18. This franchise shall be subject to all lawful statutory provisions of the general laws

of Texas and the Charter of the City of Edinburg, whether or not such statutory provisions of the general laws and of said Charter are specifically mentioned herein, and in the event of conflict between the terms of this franchise and said provisions of general law or said Charter, the latter shall control.

SECTION 19. This ordinance shall take effect and be in force sixty (60) days after its final passage and publication in the manner prescribed by Article XII, Section 2 of the Charter of the City of Edinburg.

SECTION 20. The grantee shall, within sixty days from the approval of this ordinance by the Mayor, file in the office of the City Clerk its consent to and written acceptance of provisions and conditions of this ordinance.

PASSED by the Board of Commissioners of the City of Edinburg, Texas, this the 2nd day of August, A. D. 1955.

APPROVED by the Mayor of the City of Edinburg, Texas, this the 8 day of Aug , A. D. 1955.

/s/ Nix Harrington, Mayor
City of Edinburg, Texas

ATTEST:

/s/ Paul W. Henderson
City Clerk
City of Edinburg, Texas

(SEAL)

The above and foregoing ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Rio Grande Valley Gas Company on and as of the date thereunder, to-wit: the 9th day of August, 1955.

RIO GRANDE VALLEY GAS COMPANY

By /s/ L. O. Vogelsang
Vice-President

ATTEST:

/s/ W. H. Meredith
Assistant Secretary

(SEAL) W. H. Meredith

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BEFORE ME, a Notary Public in and for said County, State of Texas, on this day personally appeared L. O. Vogelsang, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the Rio Grande Valley Gas Company, a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of August, A. D. 1955.

/s/ R. T. McMinn
Notary Public, Cameron County, Texas

(SEAL)

FILED in the office of the City Secretary of the City of Edinburg, Texas, this 22nd day of August, 1955.

/s/ Paul W. Henderson
Paul W. Henderson, City Secretary
City of Edinburg, Texas

(SEAL)

ORDINANCE NO. 02-2462

AN ORDINANCE GRANTING TO SOUTHERN UNION GAS COMPANY THE RIGHT, PRIVILEGE AND FRANCHISE TO USE STREETS, ALLEYS AND THOROUGHFARES TO OPERATE AND MAINTAIN A NATURAL GAS DISTRIBUTION SYSTEM IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS; PROVIDING REGULATIONS FOR THE CONDUCT OF THE SYSTEM BY THE GRANTEE; PROVIDING FOR THREE SEPARATE READINGS; PROVIDING A REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

SECTION 1.

a. Subject to the terms and conditions of this Franchise Ordinance, the right, privilege and franchise is hereby granted to Southern Union Gas Company, a division of Southern Union Company, a Delaware Corporation (hereinafter "Grantee"), and to its successors, lessees and assigns, to have, own, acquire, install, construct, reconstruct, operate, maintain, use, and extend a system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures facilities and appurtenances (hereinafter the "System") for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, parks, easements, highways, and any other public places including any streams, water courses or water ways within the City limits of the City of Edinburg, Hidalgo County, Texas (the "City"), and including any territory that the City may hereafter annex, acquire or purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas through the System in the City to other cities, towns,

communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance.

b. For purposes of this Franchise Ordinance, "Transport Gas" or "Transported Gas" shall mean gas owned or controlled by a user or its designee (i.e. gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee's distribution system, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee's System at a point of redelivery in the City by Grantee to the user for a fee

SECTION 2.

a. The mainlines and service pipes of the Grantee shall be laid in alleys, streets, and avenues, and other public places, and when in streets and avenues, shall be laid parallel with the curb line thereof, or in such locations as shall be most practical.

b. When the Grantee shall desire to lay any mains hereunder, and before commencing its construction work, it shall submit to the City Engineer, or other proper authority, a map or plan showing the streets, avenues, alleys, and other public places wherein it proposes to construct its facilities. The City Engineer, or other proper authority, shall respond in writing to Grantee within ten (10) calendar days of Grantee's submission either approving or rejecting the plan and if a rejection, listing the reasons for such rejection, otherwise the approval of the City shall be deemed to have been granted to Grantee. Actual or deemed approval by the City Engineer, or other proper authority shall constitute a permit to the Grantee for the opening of all of the streets, avenues, alleys and other public places designated in the submission for work, and for the construction or laying of the mainlines and other facilities or equipment by the Grantee (the "Permit"). Provided, however, that it shall not be necessary for Grantee to secure a permit for the laying of service pipes from the mainline pipes of the

Grantee to its customers. No Permit shall be required for purposes of making emergency repairs, replacements or modifications to Grantee's facilities; however, Grantee shall notify the City within a reasonable time after any such emergency repair involving City public property.

c. In the refilling of all openings made by the Grantee, it shall attempt to restore the City public rights-of-way to a condition reasonably approximate to the original condition, and when the Grantee shall open any ground in the City rights-of-way, the Grantee shall open no more space nor keep the space open any longer than is reasonably necessary to properly execute the work for which such space shall have been opened. The Grantee shall at all times display and keep the necessary danger signals and barricades around all excavations and obstructions, and shall keep sufficient space in good condition for the travel of automobiles, trucks, and other motor vehicles, on at least one side of all excavations and obstructions.

SECTION 3. Except as provided in Section 13, the Grantee, its successors, lessees or assigns, shall at all times be subject to any Ordinances now in existence, or which may hereafter be passed, not inconsistent herewith. No fee or other charges of any kind shall be imposed upon the Grantee for the breaking or opening of any streets or other public rights-of-way or for the laying, construction, or maintenance of mainlines, service pipes or other facilities therein except as provided for hereunder. Nothing in this Franchise Ordinance shall be construed in such manner as to in any way abridge the right of the City to pass the necessary police ordinances for the protection of the citizens of the City and their property, and the property of this Grantee.

SECTION 4. Subject to an exception for emergencies, the Grantee shall do no permanent injury to any street, avenue, alley, lane, bridge, stream, watercourse, park or public place. Grantee and City shall exercise reasonable efforts to ensure that any future installations of utilities in City rights-

of-way by Grantee, City or other utility providers authorized by City do not interfere unnecessarily with any facilities of Grantee, City or other utility providers.

SECTION 5. Grantee, and its successors and assigns, shall have the right to adopt and enforce Rules of Service for service hereunder not inconsistent with law or this Franchise Ordinance. Grantee shall supply natural gas and provide regulated services at the rates and under the terms and conditions specified by such rules, its tariffs filed with the City and as provided herein, but nothing in such rates and terms and conditions shall be deemed or construed to abridge, amend or change any of the terms or provisions of this agreement

SECTION 6. This Franchise Ordinance shall continue and remain in full force and effect for a period of twenty (20) years from and after the date it shall become effective.

SECTION 7.

a. In the event Grantee shall desire renewal of this Franchise Ordinance, the Grantee shall notify the City within the last twelve (12) months prior to the expiration of the Franchise Ordinance. If the City refuses to renew this Franchise Ordinance with the Grantee, the City, at the City's option, shall have the right to purchase for cash the System assets of the Grantee located within the corporate limits of the City for the market value of such System assets, appraised as an ongoing business without regard to the lack of a franchise ordinance (the "Appraised Value").

b. In order to exercise the option to purchase, the City must provide written notice to Grantee at least six (6) months prior to the expiration of the Franchise Ordinance of the City's intention to purchase (the "Notice"), or such option is waived. The determination of the Appraised Value shall be accomplished as set forth below. The Grantee and the City shall meet within thirty (30) days of the Notice and attempt to reach agreement upon the Appraised Value. In the event the Grantee and the City cannot reach agreement upon the Appraised Value within such thirty (30) day period, Grantee

and the City shall each appoint a qualified business appraiser, with a reasonable level of experience in business valuations of utility assets. The appraisers so appointed shall each render an opinion as to the Appraised Value within ninety (90) days of the Notice. If the two opinions differ by 10%, or less, of the higher value, the average of the values shall be the Appraised Value. If the two opinions differ by more than 10% of the higher value, the appointed appraisers shall select a mutually agreeable independent business appraiser (with reasonable level of experience in business valuations of utility assets), who shall provide an opinion as to the Appraised Value to both parties within one hundred fifty (150) days of the Notice. The value assigned by the independent appraiser and the closest value assigned by either of the appointed appraisers shall be averaged to produce the Appraised Value.

c. Both parties shall use good faith efforts to reach agreement on the terms and conditions of the purchase and to close the purchase transaction prior to the expiration of the term of the franchise ordinance. Each party shall bear its own costs and expenses associated with the purchase transaction and shall share equally all costs of the independent business appraiser.

d. In the event the City exercises the option to purchase Grantee's system, such purchase must be closed within six (6) months following the term of the Franchise Ordinance. In such event, the franchise term shall be deemed extended for such time as required to finalize the purchase, but no longer than six (6) months in any event. In the event the City decides not to purchase Grantee's system or the City is financially unable to close the purchase of the Grantee's system within six (6) months following the term of the Franchise Ordinance, the City's purchase right shall be deemed waived and the City shall reimburse Grantee for all of Grantee's costs and Grantee's expenses paid to third party's (including, without limitation, its reasonable accounting and attorneys' fees) expended in preparing for the purchase transaction.

e. In the event the City does not exercise the option to purchase and this Franchise Ordinance is not renewed or extended, at the expiration of the franchise term the Grantee may, at its sole option either: (1) abandon its facilities in place in accordance with the Regulations of the Railroad Commission of Texas, in which case the City shall support Grantee's abandonment filing at the Railroad Commission; or (2) as long as Grantee and the City continue to negotiate in good faith to enter into a new or amended Franchise Ordinance, continue to operate under the terms and conditions of this Franchise Ordinance, until a new, mutually agreeable Franchise Ordinance between the City and Grantee is effective; or (3) remove the facilities from public property at Grantee's expense. If removal is instituted, it must be completed within eighteen (18) months after the expiration of this Franchise, or any extension thereof, and public property must be returned to a condition reasonably equivalent to its condition prior to the removal; or (4) any combination of the foregoing. Nothing in this section shall prohibit the City and Grantee from mutually agreeing to extend the term of this Franchise Ordinance so as to allow for good faith negotiations on a new Franchise Ordinance.

SECTION 8. The Grantee may not sell, transfer or assign any portion of the rights, privileges or duties required by this Franchise Ordinance without the express written consent of the City, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the consent of the City shall not be required by Grantee in order to transfer this Franchise Ordinance to a purchaser who purchases all or substantially all of the distribution assets owned by the Grantee located in the Rio Grande Valley region of Texas.

SECTION 9. Whenever the words "the Grantee" occur in this Franchise Ordinance, it shall mean and shall be understood to be Southern Union Gas Company, a division of Southern Union Company, its successors, lessees or assigns, and any individual, co-partnership, corporation, receiver, or other person or authority owning or operating such franchise or plant; and whenever the words

"authority", "proper authority", "Edinburg" or "City" occur in this Franchise Ordinance they mean and shall be understood to be the authorized officer or officers, committee, city council, commission, designee or other body representing the City of Edinburg, Texas.

SECTION 10.

(a) As full consideration for the rights and privileges conferred by this Franchise Ordinance, and as a rental charge for the use of the streets, alleys and public ways, Grantee shall pay to the City a sum of money, known as the "Franchise Fee", equal to the sum of the following: (1) five percent (5%) of Grantee's actual Gross Receipts from Gas Sales (as defined in Section 10(b)) to Grantee's customers located in the City; plus (2) five percent (5%) of Grantee's actual Gross Receipts from Gas Transportation (as defined in Section 10(b)) to Grantee's customers with re-delivery points located in the City; plus (3) five percent (5%) of Grantee's actual Gross Receipts from all Utility Regulated Service Charges (as defined in Section 10(b)).

(b) Subject to the other provisions herein, Gross Receipts from Gas Sales shall mean: (1) Grantee's total actual receipts from its gas sales to customers located within the corporate limits of the City consisting of the following receipts: (i) cost of service, (ii) purchased gas costs and (iii) applicable Franchise Fees and gross receipts taxes. Gross Receipts from Gas Transportation shall mean Grantee's total actual receipts from its transportation of third party gas for re-delivery to customers with re-delivery points located within the corporate limits of the City consisting of its receipts from cost of service and applicable Franchise Fees and gross receipts taxes. Grantee's Gross Receipts from Gas Sales and Gross Receipts from Gas Transportation subject to Franchise Fee shall specifically exclude, but not be limited from excluding: (1) receipts from non-regulated miscellaneous service charges (e.g. charges for appliance light-ups, returned checks, etc.), (2) receipts from gas sales or gas transportation services to customers located at delivery points outside the corporate limits of

the City, (3) receipts from gas consumed or transported by Grantee for its own use, (4) bad debt or uncollected accounts, (5) receipts collected for gas utility taxes (Chapter 122 of the Texas Utility Code) (6) receipts for any taxes, other than Franchise Fees and gross receipts taxes, (7) receipts for construction advances or contributions in aid of construction, (8) receipts for maintenance of appliances, machinery or equipment, (9) receipts for compensation for damage to Grantee's property, (10) receipts from sales of materials, appliances or equipment, and (11) receipts from any non-utility or non-regulated services or products.

Utility Regulated Service Charges are charges for services (but not for natural gas sales or transportation services) that (a) Grantee provides to its customers located within the corporate limits of the City and (b) which are or may, from time to time, become legally subject to the rate regulation of the applicable regulatory authority. By way of example only, any such Utility Regulated Service Charges currently include receipts of Grantee from its customers in the City for connections, disconnections and meter tests. Such Utility Regulated Service Charges currently do not include receipts of Grantee from its customers in the City for appliance sales, appliance light-ups, maintenance of customer equipment or facilities and all other receipts that are not legally subject to the rate regulation of the applicable regulatory authority.

(c) Grantee shall pay the City under the terms of franchise ordinance number 1129, including its gross receipts for its gas sales to customers located in the City for meters read on or before September 25, 2001. Such payment will be delivered to the City as required by that franchise ordinance, except that the continuing obligations under ordinance number 1129 shall cease upon the effective date of this Franchise Ordinance. The first Franchise Fee payment due under this Franchise Ordinance shall be based upon meters read on or after September 25, 2001. During the term of this Franchise Ordinance, Grantee shall pay the City in May and November for the preceding six months,

not including May and November. Grantee shall include with the Franchise Fee payment a statement showing its gross Receipts from Gas Sales, Gas Transportation in the City and Utility Regulated Service Charges in the City, including the calculation of the Franchise Fee for the subject time period. Such statement shall be in a mutually agreeable format. Collection and payment of Franchise Fees shall be final as to both parties unless questioned by written notice provided to the other party within six (6) years after payment thereof has been made.

(d) It is expressly agreed that the Franchise Fee payments shall be in lieu of any payments for the right to use the public rights-of-way of the City, including expressly the charge permitted to be levied by V.T.C.A. Tax Code §§ 182.021-182.026 and 182.081-182.082, or any successor statute permitting such a charge, however designated. The Franchise Fee shall be in lieu of and accepted as payment of all of Grantee's obligations to pay all other franchise, license, easement or occupation taxes, levies, exactions, fees, rentals, street-cut fees, inspection fees, permit fees, franchise fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied by the City for use of City's rights-of-way. Sales taxes and ad valorem taxes are not excused or released. Franchise Fees are understood not to be taxes.

(e) It is expressly agreed by the City that the Franchise Fees defined in this Franchise Ordinance are a reasonable and necessary operating expense of Grantee and shall be fully recovered by Grantee through the terms of its applicable rate ordinances or schedules for its customers in the City.

(f) The City may, upon reasonable prior written notice and during reasonable business hours, inspect and review the books and records of Grantee to verify the amount of Franchise Fees payable and due. It is understood and agreed that such representative may be an independent agent, assigned by the City to conduct such inspection of Grantee's books and records.

(g) The rights, privileges, and franchise granted by this Franchise Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City.

(h) The City shall be paid a franchise fee once with respect to the same gas sold by Grantee within the City. Should the City receive or be entitled to receive from any other company, firm, corporation or person a franchise fee or similar street rental fee payment from the sale of the same or equivalent gas upon which Grantee is obligated to pay a Franchise Fee, then the aggregate amount which the City has received or is entitled to receive from such other company, firm, corporation or person with respect to such same or equivalent gas sold by Grantee shall be deducted from, and reported with, the Franchise Fee payment to be made to the City by Grantee hereunder. This section is intended to apply only to the gas purchased by Grantee for resale to its customers within the City. Upon request of Grantee, the City agrees to provide Grantee, within a reasonable time of its receipt, with written notice setting forth the amounts of any such franchise fee or other fee received for the use of its streets for the sale of the same or equivalent gas in the City that is ultimately delivered through Grantee's system in the City.

SECTION 11. The City shall notify Grantee in writing of the annexation of any new territory into the City limits of Edinburg. Upon receipt of notice of annexation from the City, Grantee shall commence payment on sales in this newly annexed territory as soon as reasonably possible, but in no event later than ninety (90) days after receipt of notice of annexation from the City.

SECTION 12. If any dispute arises between the City and the Grantee, or any of their affiliates (collectively the "Parties", or individually a "Party"), relating to this Franchise Ordinance, and the

parties are unable to mutually agree upon a resolution of such dispute, then the Parties agree to utilize non-binding mediation prior to taking any legal action as set forth below:

a. A meeting shall be held promptly between the Parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute (the "Initial Meeting").

b. If within thirty (30) days after the Initial Meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable mediator, who is not affiliated with either of the Parties, qualified by education and training to conduct a non-binding mediaiton (the "Mediator"). In the event the Parties have been unable to agree upon such appointment within fifty (50) days from the Initial Meeting, the Parties shall seek the assistance of a mutually agreeable person or dispute resolution organization to appoint the Mediator. The fees of the Mediator shall be shared equally by the Parties. Each Party in such proceedings shall bear its own costs and expenses for the mediation. All other costs and expenses of the mediation proceeding shall be borne equally by both Parties.

c. In the event the Mediator provides a determination, in writing, that the mediation is unsuccessful or in the event no resolution has been reached within 100 days of the Initial Meeting, either party may pursue all available legal remedies.

d. It is understood and agreed by the parties that this Section shall apply only to actions that are not otherwise required to be handled as an administrative matter as provided in The Texas Utility Code.

SECTION 13. As of the effective date of this Franchise Ordinance, it is expressly understood and agreed that Edinburg City ordinances numbers 46, 1973, 1151 and 2051 (the "Previous Ordinances") do not apply to Grantee. In addition, as of the effective date of this Franchise

Ordinance, Grantee has no continuing obligations under Ordinance 1129 and THE CITY HEREBY FULLY RELEASES AND INDEMNIFIES GRANTEE from any and all liability, costs, causes of action, claims or any other obligations (including court costs and reasonable attorneys' fees) arising out of past franchise fee obligations or derived in whole or in part from Ordinance 1129, 2051 and the Previous Ordinances. Notwithstanding anything contained herein to the contrary, the City expressly excludes from this release and indemnity any judgment or recovery the City may ultimately be entitled to from cause no. C-4558-95-G, styled as **City of Edinburg v. Rio Grande Valley Gas Co., Valero Energy Corporation, et. al.**, it being the intention of the City to reserve all of its rights to recovery from such cause of action. Grantee acknowledges and agrees to this exclusion from the release. Nothing herein shall be considered as a waiver or limitation of the City or Grantee's rights to pursue all available legal remedies under such cause of action or under the appeal of such cause of action.

As part of its regulatory function, the City will be approving a Rate Ordinance along with this Franchise Ordinance. Nothing in the Rate Ordinance will be construed to allow Grantee to pass through any judgment or recovery from Cause No. C-4558-95-G

Grantee agrees, on behalf of itself and any and all parties, entities, and/or persons that may be entitled to enforce the Austin judgment in Cause No. 99-01704 to forever and does herein forgive, release, forego, dismiss and indemnify the City from any and all liability, costs, causes of action, claims, awards, judgment, attorney's fees, entitlements, recoveries of any nature or matter that Grantee may have against City because of the suit filed in Austin, Travis County, Texas, styled Southern Union Gas Company v. City of Edinburg, et al, Cause No. 99-01704, and Grantee agrees to dismiss all of the appeals arising out of such suit and/or agree to the dismissal of any and all suits relating to this Austin case and hereby assigns irrevocably to City all rights, titles, and/or positions that Grantee might have and/or might have had in any judgment awarded in the Austin suit referenced herein. It

is the intent of Grantee and City to fully and finally release City from any liability in Cause No. 99-01704. City agrees to dismiss, with prejudice, the suit filed in Hidalgo County, Texas, styled City of Edinburg v. Southern Union Company, Cause No. C-2135-00-G, it being the intent of Grantee and City to fully and finally release Grantee from any liability in Cause No. C-2135-00-G, and the City does hereby release and indemnify Grantee from any liability that Grantee might have because of Cause No. C-2135-00-G.

SECTION 14. All Ordinances or parts of Ordinance in conflict herewith are hereby repealed to the extent of any conflict.

SECTION 15. This Franchise Ordinance shall take effect and be in full force from and after its final passage and approval by the Mayor in accordance with the Charter of Edinburg and the acceptance hereof in writing by Grantee as herein provided.

SECTION 16. The Grantee shall, within sixty (60) days from the approval of this Franchise Ordinance by the Mayor, file in the office of the City Secretary its consent to and written acceptance of the provisions and conditions of this Franchise Ordinance.

SECTION 17. The current franchise ordinance (Ordinance 1129) of Southern Union Gas Company with the City of Edinburg shall remain in full force and effect until the effective date of this Franchise Ordinance.

SECTION 18. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION 19. REQUIREMENT OF THREE SEPARATE READINGS. In accordance with City of Edinburg Charter, Article III, Sections 6 and 7, this Ordinance shall require three readings.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 18th day of September, 2001.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND READING at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 2nd day of October, 2001.

READ, CONSIDERED, PASSED AND APPROVED ON THIRD AND FINAL READING at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 16th day of October, 2001.

CITY OF EDINBURG

BY: _____
Joe Ochoa, Mayor

ATTEST:

BY: _____
Mary Villarreal, City Secretary

CERTIFICATE OF RECORDING OFFICER

I, Mary Villarreal, City Secretary for the City of Edinburg hereby certify the herein described _____ is a true and correct copy as adopted on 10-16-01 at a duly authorized City Council Meeting and as reflected by the journal of proceedings of said City Council of the City of Edinburg, Texas. WITNESS MY HAND AND SEAL OF OFFICE on this the 24 day of Oct 2001

By: _____
Mary Villarreal, City Secretary
City of Edinburg, Texas

APPROVED AS TO FORM:
OXFORD, OXFORD & GONZALEZ

BY: _____
Brinkley L. Oxford
Ricardo Gonzalez
CITY ATTORNEYS

The above and foregoing Franchise Ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Southern Union Gas Company on and as of the date thereunder, November 1, 2001.

SOUTHERN UNION GAS COMPANY

By: Richard Fleagle
Regional Vice President

STATE OF TEXAS §

COUNTY OF HIDALGO §

I, MARY VILLARREAL, the undersigned City Secretary the City of Edinburg, Texas, a Municipal Corporation hereby certify that the above and foregoing is a full, true and correct copy of an ordinance adopted by City Council of the City of Edinburg, Texas at meeting of the Council held in the City on the 16th day of Oct, 2001, as the same appears in the minutes of the City Council.

Witness my hand and seal of the City of Edinburg, Texas, this 25th day of Oct, 2001.

Mary Villarreal, City Secretary

STATE OF TEXAS §

COUNTY OF ~~CAMERON~~ El Paso §

BEFORE ME, the undersigned authority, on this day personally appeared Richard Fleager, REGIONAL VICE PRESIDENT of SOUTHERN UNION GAS, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity herein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1 day of November, 2001.

Valerie Jean Pugh

Notary Public in and for

El Paso ~~Cameron~~, County, Texas

VALERIE J. PUGH
Notary Public, State of Texas
My Commission Expires
December 09, 2004

BLO/RG/co\c\ordinances\sug franchise /Edinburg 2d/Docs/ORDINANCE

RELEVANT STATUTES

- Texas Utilities Code 181.005 states "a gas corporation has the right to lay and maintain lines over, along, under, and across a **public road . . . or a municipal street or alley.**"

Tex. Utilities Code § 181.005

This document is current through the 2013 3rd Called Session

Texas Statutes and Codes > *UTILITIES CODE* > *TITLE 4. DELIVERY OF UTILITY SERVICES* > *SUBTITLE B. PROVISIONS REGULATING DELIVERY OF SERVICES* > *CHAPTER 181. MISCELLANEOUS POWERS AND DUTIES OF UTILITIES* > *SUBCHAPTER A. POWERS AND DUTIES OF GAS AND ELECTRIC CORPORATIONS*

§ 181.005. Authority to Lay and Maintain Lines

(a) A gas corporation has the right to lay and maintain lines over, along, under, and across a public road, an interurban railroad, a street railroad, a canal or stream, or a municipal street or alley and over, under, and across a railroad or a railroad right-of-way only if:

(1) the pipeline complies with:

(A) all safety regulations adopted by the Railroad Commission of Texas and all federal regulations relating to pipeline facilities and pipelines; and

(B) all rules adopted by the Texas Department of Transportation or the Railroad Commission of Texas and all federal regulations regarding the accommodation of utility facilities on a right-of-way, including regulations relating to the horizontal or vertical placement of the pipeline; and

(2) the owner or operator of the pipeline ensures that the public right-of-way and any associated facility are promptly restored to their former condition of usefulness after the installation or maintenance of the pipeline.

Tex. Local Gov't Code § 263.005

This document is current through the 2013 3rd Called Session

Texas Statutes and Codes > *LOCAL GOVERNMENT CODE* > *TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY* > *SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY* > *CHAPTER 263. SALE OR LEASE OF PROPERTY BY COUNTIES* > *SUBCHAPTER A. GENERAL PROVISIONS FOR REAL PROPERTY*

§ *263.005*. Use by Public Utility or Common Carrier

If, at the time real property, or an interest in real property, is sold, leased, or exchanged under this subchapter, a public utility or common carrier that has the right of eminent domain is using the property for right-of-way and easement purposes, the sale, lease, exchange, conveyance, and surrender of possession of the property or interest are subject to the right of and continued use by the public utility or common carrier.

- Texas Local Government Code 263.005 states "[i]f, at the time real property, **or an interest in real property**, is sold, leased, **or exchanged** . . . **a public utility** . . . that has the right of eminent domain **is using the property for right-of-way and easement purposes**, . . . [the] surrender of possession of the property or interest **are subject to the right of and continued use by the public utility**."

(emphasis added)

Tex. Local Gov't Code § 263.005

This document is current through the 2013 3rd Called Session

Texas Statutes and Codes > LOCAL GOVERNMENT CODE > TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY > SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY > CHAPTER 263. SALE OR LEASE OF PROPERTY BY COUNTIES > SUBCHAPTER A. GENERAL PROVISIONS FOR REAL PROPERTY

- Texas

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If, at the time real property, or an interest in real property, is sold, leased, or exchanged under this subchapter, a public utility or common carrier that has the right of eminent domain is using the property for right-of-way and easement purposes, the sale, lease, exchange, conveyance, and surrender of possession of the property or interest are subject to the right of and continued use by the public utility or common carrier.

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Tex. Utilities Code § 181.005

This document is current through the 2013 3rd Called Session

Texas Statutes and Codes > UTILITIES CODE > TITLE 4. DELIVERY OF UTILITY SERVICES > SUBTITLE B. PROVISIONS REGULATING DELIVERY OF SERVICES > CHAPTER 181. MISCELLANEOUS POWERS AND DUTIES OF UTILITIES > SUBCHAPTER A. POWERS AND DUTIES OF GAS AND ELECTRIC CORPORATIONS

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(1) the pipeline complies with:

(A) all safety regulations adopted by the Railroad Commission of Texas and all federal regulations relating to pipeline facilities and pipelines; and

(B) all rules adopted by the Texas Department of Transportation or the Railroad Commission of Texas and all federal regulations regarding the accommodation of utility facilities on a right-of-way, including regulations relating to the horizontal or vertical placement of the pipeline; and

(2) the owner or operator of the pipeline ensures that the public right-of-way and any associated facility are promptly restored to their former condition of usefulness after the installation or maintenance of the pipeline.

Tex. Utilities Code § 181.005

This document is current through the 2013 3rd Called Session

Texas Statutes and Codes > ***UTILITIES CODE*** > ***TITLE 4. DELIVERY OF UTILITY SERVICES*** > ***SUBTITLE B. PROVISIONS REGULATING DELIVERY OF SERVICES*** > ***CHAPTER 181. MISCELLANEOUS POWERS AND DUTIES OF UTILITIES*** > ***SUBCHAPTER A. POWERS AND DUTIES OF GAS AND ELECTRIC CORPORATIONS***

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(1) the pipeline complies with:

(A) all safety regulations adopted by the Railroad Commission of Texas and all federal regulations relating to pipeline facilities and pipelines; and

(B) all rules adopted by the Texas Department of Transportation or the Railroad Commission of Texas and all federal regulations regarding the accommodation of utility facilities on a right-of-way, including regulations relating to the horizontal or vertical placement of the pipeline; and

(2) the owner or operator of the pipeline ensures that the public right-of-way and any associated facility are promptly restored to their former condition of usefulness after the installation or maintenance of the pipeline.

(b) The right granted by Subsection (a) relating to the use of a municipal street or alley is subject to the payment of charges in accordance with Section 121.2025 of this code and *Sections 182.025 and 182.026, Tax Code*.

(c) In determining the route of a pipeline within a municipality, a gas corporation shall consider using existing easements and public rights-of-way, including streets, roads, highways, and utility rights-of-way. In deciding whether to use a public easement or right-of-way, the gas corporation shall consider whether:

(1) the use is economically practicable;

(2) adequate space exists; and

(3) the use will violate, or cause the violation of any pipeline safety regulations.

(d) The Texas Department of Transportation may require the owner or operator of a pipeline to relocate the pipeline:

(1) at the expense of the owner or operator of the pipeline, if the pipeline is located on a right-of-way of the state highway system;

(2) at the expense of this state, if the pipeline is located on property in which the owner or operator of the pipeline has a private interest; or

(3) in accordance with *Section 203.092, Transportation Code*, at the expense of this state, if the pipeline is owned or operated by a gas utility as defined by Section 181.021 of this code or a common carrier as defined by Chapter 111, Natural Resources Code.

(e) Rules adopted by the Texas Department of Transportation regarding horizontal and vertical placement of pipelines must be reasonable and, for rights-of-way of the state highway system, must provide an appeals process through the Texas Department of Transportation.

Adam Diamond

History

Enacted by *Acts 1997, 75th Leg., ch. 166 (S.B. 1751)*, § 1, effective September 1, 1997; am. *Acts 2009, 81st Leg., ch. 1311 (H.B. 2572)*, § 2, effective June 19, 2009; am. *Acts 2011, 82nd Leg., ch. 313 (H.B. 2289)*, § 1, effective June 17, 2011.

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Tex. Local Gov't Code § 263.005

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§ *263.005*. Use by Public Utility or Common Carrier

If, at the time real property, or an interest in real property, is sold, leased, or exchanged under this subchapter, a public utility or common carrier that has the right of eminent domain is using the property for right-of-way and easement purposes, the sale, lease, exchange, conveyance, and surrender of possession of the property or interest are subject to the right of and continued use by the public utility or common carrier.






173K





MVP'S HISTORY ON THE PROPERTY

- In 1982, Matias Peña Jr. began farming the property, which was owned by Juliana Gannaway.
- In 2002, after a six year lawsuit, Peña Jr. prevailed in a lawsuit against Ms. Gannaway's estate to take ownership of the property.
- Also in 2002, Matias Peña Jr. transferred the property to MVP Development, Inc.
- MVP Development, Inc. was owned by Raul Medina, Jesus Villalobos, Jr., and Matias Peña Jr.
- In 2010, MVP Development, Inc. "sold" the property to MVP Properties, LLC (owned by the same three men).

MVP'S HISTORY ON THE PROPERTY

Both warranty deeds contained the following exception:

4. Right of way assessment in favor of Rio Grande Valley Gas Company as shown by instrument dated March 30, 1943, recorded in Volume 508, Page 177, Deed Records of Hidalgo County, Texas.

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CHARGE: VLTC
GF 78,480

1155189

Administrator's Warranty Deed with Vendor's Lien

Date: November 25, 2002

Grantor: Geoffrey M. Gannaway, Administrator of the Estate of Juliana "Julia" Gannaway, deceased; Pursant to the Decree Confirming Sale of Real Property Entered in Cause No. 22,540-D on November 21, 2002 in the Probate Court of Hidalgo County, Texas; joined herein by all the heirs and devisees of Juliana "Julia" Gannaway, Geoffrey M. Gannaway, Individually; Lourie A. Gannaway, Individually; and John M. Gannaway, Individually

Grantor's Mailing Address:

Geoffrey M. Gannaway, Administrator of the Estate of Juliana "Julia" Gannaway
8827 S. Toledo Ave.
Tulsa, OK 74137-2734
Tulsa County

Geoffrey M. Gannaway, Individually
8827 S. Toledo Ave.
Tulsa, OK 74137-2734
Tulsa County

Lourie A. Gannaway, Individually
10445 Aileron Ave.
Pensacola FL. 32506
Escambia County

John M. Gannaway, Individually
1100 W. Samano
Edinburg, Texas 78539
Hidalgo County

Grantee: MVP Development, Inc., a Texas corporation

Grantee's Mailing Address:

MVP Development, Inc.
3604 N. MColl
McAllen, Texas 78501 Hidalgo County

Consideration:

A note of even date executed by Grantee and payable to the order of Lone Star National Bank, 5515 N. 10th St., McAllen, TX. in the principal amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lone Star National Bank, 5515 N. 10th St., McAllen, TX. and by a first-lien deed of trust of even date from Grantee to A.Javier Rodroguez, trustee.

Property (including any improvements):

All of Lots 1 through 10 inclusive, Block 49, Lots 1 through 5 inclusive, Block 58, Lots 1 through 10 inclusive, Block 43 and Lots 4 through 7 inclusive, Block 57, CITRUS FRUIT DEVELOPMENT COMPANY SUBDIVISION Hidalgo County, Texas, according to the map recorded in Volume 6, Pages 428-431, Deed of Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, together with all improvements thereon and all rights, easements, appendages, privileges and appurtenances pertaining thereto, including all rights, titles and interest of Grantor in and to any roads, streets, easements, strips, or gores of land abutting or adjoining the Land; all rights, titles, interest, of Grantor in and to any award or awards now pending or hereafter made by any municipal, county, state or federal authority or board with respect to the Land; all other rights, titles, interests, estates, claims or demands whatsoever of Grantor, either at law or in equity, in and to the Land including specifically, but without limitation, all remainders and reversions thereto.

SAVE AND EXCEPT all oil, gas and other minerals in, on, under, or that may be produced from the above described property; and

FURTHER SAVE AND EXCEPT that part conveyed to the State of Texas as set forth in Judgment dated July 11, 1960, recorded in Volume 984, Page 428, Deed Records of Hidalgo County, Texas, and subject to the following matters, to the extent that they are valid and subsist and affect the Property.

Reservations and Exceptions to Conveyance and Warranty:

1. Standby fees, taxes and assessments by any taxing authority for the year 2002, and subsequent year, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

2. Telegraph and telephone line easement on favor of Southwestern Bell Telephone Company
as shown by instruments dated March 16, 1935, recorded in Volume 401, Page 561, and dated August 10, 1959, recorded in Volume 983, Page 565, both in the Deed of Records of Hidalgo County, Texas.

3. Highway easement in favor of State of Texas as shown by instrument dated March 18, 1935, recorded in Volume 402, Page 97 and dated April 2, 1935, recorded in Volume 406, Page 78, both in the Deed of Record Hidalgo County, Texas.

4. Right of way assessment in favor of Rio Grande Valley Gas Company as shown by instrument Dated March 30, 1943, recorded in Volume 508, Page 177, Deed Records of Hidalgo County, Texas.

5. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by L.
A. Gannaway and wife Julia Schwab Gannaway to Sinclair Oil and Gas Company, dated December 7, 1954, recorded in Volume 164, Page 575, Oil and Gas Records of Hidalgo County, Texas.

6. Terms, stipulations and conditions contained in the Declaration of Unit as set forth in instrument dated February 4, 1955, recorded in Volume 171, Page 358, Oil and Gas Records of Hidalgo County, Texas.

7. Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated August 12, 1959, recorded in Volume 236, Page 375, Oil and Gas Records of Hidalgo County, Texas.

8. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or
protrusions, or any overlapping of improvements.

9. All presently recorded (in the Office of the County Clerk of Hidalgo County, Texas,) and validly existing easements and rights-of-way, not executed by Grantors.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.
The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Lone Star National Bank, 5515 N. 10th St., McAllen, TX., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the

benefit of Lone Star National Bank, 5515 N. 10th St., McAllen, TX. and are transferred to Lone Star National Bank, 5515 N. 10th St., McAllen, TX. without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

Geoffrey M. Gannaway, Administrator of the Estate of Juliana "Julia" Gannaway, deceased

STATE OF OKLAHOMA)

COUNTY OF TULSA)

This instrument was acknowledged before me on December 2, 2002, by Geoffrey M. Gannaway, Administrator of the Estate of Juliana "Julia" Gannaway, deceased.

Notary Public Oklahoma
OFFICIAL SEAL
DARLENE E. HODGE
CREEK COUNTY
COMMISSION #01020075
Comm. Exp. 01/02/075
1-10-04

Darlene E. Hodge
Notary Public, State of Oklahoma

Geoffrey M. Gannaway, Individually

STATE OF OKLAHOMA)

COUNTY OF TULSA)

This instrument was acknowledged before me on December 2, 2002, by Geoffrey M. Gannaway, Individually.

Notary Public Oklahoma
OFFICIAL SEAL
DARLENE E. HODGE
CREEK COUNTY
COMMISSION #01020075
Comm. Exp. 1-10-04

Darlene E. Hodge
Notary Public, State of Oklahoma

Lourie A. Gannaway, Individually

STATE OF FLORIDA)

COUNTY OF ESCAMBIA)

This instrument was acknowledged before me on December 12, 2002, by Lourie A. Gannaway, Individually.

Notary Public, State of Florida

LINDA S. PARKER
Notary Public-State of FL
Comm. Exp. Sept. 19, 2004
Comm No. CC 962851

John M. Gannaway, Individually

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 11th of Dec. , 2002, by John M. Gannaway, Individually.

MICHAEL W. TOKARZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-17-2006

Notary Public, State of Texas

CHARGE TO: VALLEY LAND TITLE CO.

PREPARED IN THE OFFICE OF:

Law Office of Gary L. Henrichson
200 E. Cano
P. O. Box 1258
Edinburg, Texas 78539
Tel: (956) 381-4529
Fax: (956) 381-4589

AFTER RECORDING RETURN TO:

Law Office of Gary L. Henrichson
200 E. Cano
P. O. Box 1258
Edinburg, Texas 78539
Tel: (956) 381-4529
Fax: (956) 381-4589

Filed for Record In:
Hidalgo County
by J. D. Salinas, III
County Clerk
On: Jan 07,2003 at 10:37A
As a Recording
Document Number: 1155189
Total Fees : 24.00
Receipt Number - 468557
By,
MaryLou Cantu, Deputy

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540



Instrument Number: 2010-2115785
As
Recording

Recorded On: June 29, 2010

Parties:

To

Billable Pages: 5

Number of Pages: 6

Comment: SWDVL

**** Examined and Charged as Follows: ****

Recording	32.00
Total Recording:	**32.00**

********** 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: 2010-2115785
Receipt Number: 1129723
Recorded Date/Time: June 29, 2010 03:49P

User / Station: A Uresti - Cash Station 03

Record and Return To:
MVP PROPERTIES LLC
3101 NORTH JACKSON RD
MCALLEN TX 78501

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

BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed with Vendor's Lien

Date: June 28, 2010

Grantor: MVP DEVELOPMENT, INC., a Texas Corporation

Grantor's Mailing Address: 13303 North Highway 281
Edinburg, Texas 78541
Hidalgo County

Grantee: MVP PROPERTIES, LLC, a Texas Limited Liability Company

Grantee's Mailing Address: 3101 North Jackson Road
McAllen, Texas 78501
Hidalgo County

Consideration:

Cash and a Note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Three Hundred Eighty-Five Thousand Three Hundred Ninety-Eight and 71/100 Dollars ($385,398.71). The Note is secured by a first and superior vendor's lien and superior title retained in this Deed and by a first-lien Deed of Trust of even date from Grantee to DAVID DAVILA, trustee.

Property (including any improvements):

See attached Exhibit "A" which is incorporated herein for all intents and purposes.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

TRACT 1

1. Standby fees, taxes and assessments by any taxing authority for the year 2002, and subsequent year, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

2. Telegraph and telephone line easement on favor of Southwestern Bell Telephone Company as shown by instruments dated March 16, 1935, recorded in Volume 401, Page 561, and dated August 10, 1959, recorded in Volume 983, Page 565, both in the Deed of Records of Hidalgo County, Texas.

3. Highway easement in favor of State of Texas as shown by instrument dated March 18, 1935, recorded in Volume 402, Page 97 and dated April 2, 1935, recorded in Volume 406, Page 78, both in the Deed of Record Hidalgo County, Texas.

4. Right of way assessment in favor of Rio Grande Valley Gas Company as shown by instrument dated March 30, 1943, recorded in Volume 508, Page 177, Deed Records of Hidalgo County, Texas.

5. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by L.A. Gannaway and wife Julia Schwab Gannaway to Sinclair Oil and Gas Company, dated December 7, 1954, recorded in Volume 164, Page 575, Oil and Gas Records of Hidalgo County, Texas.

6. Terms, stipulations and conditions contained in the Declaration of Unit as set forth in instrument dated February 4, 1955, recorded in Volume 171, Page 358, Oil and Gas Records of Hidalgo County, Texas.

7. Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated August 12, 1959, recorded in Volume 236, Page 375, Oil and Gas Records of Hidalgo

9. All presently recorded (in the Office of the County Clerk of Hidalgo County, Texas) and validly existing easements and rights-of-way, not executed by Grantors.

TRACT 2

1. Any and all existing easements, rights of way or encumbrances, recorded or unrecorded, which affect or may affect the Property, including any roadway or other easements, rights of way or encumbrances in favor of Hidalgo County.

2. Prior reservation of oil, gas or other minerals.

3. Oil, gas and mineral leases of record.

4. Any encroachments or shortage in existing boundaries.

5. Any zoning restrictions or other restrictions promulgated by any city in which each tract of land is situated if any.

6. Any recorded or unrecorded leases which may be in effect.

7. Conflicts or shortages in area or boundaries.

8. Rights of parties in possession

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THIS DEED.

THE PROPERTY IS BEING CONVEYED TO GRANTEE IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. GRANTOR MAKES NO WARRANTY OF CONDITION, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE FIXTURES AND PERSONAL PROPERTY. ALL WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THIS DEED, ARE DISCLAIMED.

As part of the consideration for this deed, Grantor and Grantee agree that, as between Grantor and Grantee, the risk of liability or expense for environmental problems, even if arising from events before closing, is the sole responsibility of Grantee, regardless of whether the environmental problems were known or unknown at closing. Grantee indemnifies, holds harmless, and releases Grantor from liability for any latent defects and from any liability for environmental problems affecting the property, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Solid Waste Disposal Act, or the Texas Water Code. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the property arising as the result of Grantor's own negligence or the negligence of Grantor's representatives. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the property arising as the result of theories of products liability and strict liability, or under new laws or changes to existing laws enacted after the effective date that would otherwise impose on Grantor in this type of transaction new liabilities for environmental problems affecting the property.

When the context requires, singular nouns and pronouns include the plural.

By: _____
MATIAS PENA, JR., President

MVP PROPERTIES, LLC,
A Texas Limited Liability Company

By: _____
RAUL MEDINA, Member

By: _____
MATIAS PENA, JR., Member

By: _____
JESUS VILLALOBOS, Member

STATE OF TEXAS *
*
COUNTY OF HIDALGO *

This instrument was acknowledged before me on this 28th day of June, 2010, by MATIAS PENA, JR., as the President of MVP DEVELOPMENT, INC., a Texas Corporation, on behalf of said corporation.

IRENE LERMA
Notary Public, State of Texas
My Commission Expires
March 13, 2013

_____
Notary Public, State of Texas

My commission expires: 3-13-13

STATE OF TEXAS *
*
COUNTY OF HIDALGO *

This instrument was acknowledged before me on this 28th day of June, 2010, by RAUL MEDINA, Member, on behalf of MVP PROPERTIES, LLC, a Texas Limited Liability Company.

IRENE LERMA
Notary Public, State of Texas
My Commission Expires
March 13, 2013

_____
Notary Public, State of Texas

My commission expires: 3-13-13

STATE OF TEXAS *
*
COUNTY OF HIDALGO *

This instrument was acknowledged before me on this 28th day of June, 2010, by MATIAS PENA, JR., Member, on behalf of MVP PROPERTIES, LLC, a Texas Limited Liability Company.

IRENE LERMA
Notary Public, State of Texas

_____
Notary Public, State of Texas

COUNTY OF HIDALGO *

This instrument was acknowledged before me on this 28th day of June, 2010, by JESUS VILLALOBOS, Member, on behalf of MVP PROPERTIES, LLC, a Texas Limited Liability Company.

IRENE LERMA
Notary Public, State of Texas
My Commission Expires
March 13, 2013

Notary Public, State of Texas

My commission expires: 3-13-13

PREPARED IN THE OFFICE OF:

LAW OFFICE OF DAVID DAVILA, P.C.
5525 North McColl Road
McAllen, Texas 78504

AFTER RECORDING RETURN TO:

MVP PROPERTIES, LLC

TRACT 1

All of Lots 1 through 10 inclusive, Block 49, Lots 1 through 5 inclusive, Block 58, Lots 1 through 10 inclusive, Block 43 and Lots 4 through 7 inclusive, Block 57, CITRUS FRUIT DEVELOPMENT COMPANY SUBDIVISION Hidalgo County, Texas, according to the map recorded in Volume 6, Pages 428-431, Deed of Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, together with all improvements thereon and all rights, easements, appendages, privileges and appurtenances pertaining thereto, including all rights, titles and interest of Grantor in and to any roads, streets, easements, stripes, or gores of land abutting or adjoining the Land; all rights, titles, interest, of Grantor in and to any award or awards now pending or hereafter made by any municipal, county, state, or federal authority of board with respect to the Land; all other rights, titles, interests, estates, claims or demands whatsoever of Grantor, either at law or in equity, in and to the Land including specifically, but without limitation, all remainders and reversions thereto.

SAVE AND EXCEPT all oil, gas and other minerals in, on, under, or that may be produced from the above described property; and

FURTHER SAVE AND EXCEPT that part conveyed to the State of Texas as set forth in Judgment dated July 11, 1960, recorded in Volume 984, Page 428, Deed Records of Hidalgo County, Texas, and subject to the following matters, to the extent that they are valid and subsist and affect the Property.

TRACT 2

A 100' of abandoned Railroad right of way at Encinitos Road and being more particularly described as follows:

> "A 7.90 (more or less) acre tract of land (real property) out of Lots 49 and 58 of the Citrus Fruit and Development Company Subdivision, San Salvador Del Tule Grant, Hidalgo County", according to the map recorded in Volume 6, Pages 428 thru 431, Deed Records, Hidalgo County, Texas.

Physical Location:

> Encinitos Road (South/Side), approximately 0.15 miles east of US Expressway 83, Hidalgo County; (Encinitos Road is approximately 1.2 miles north of FM 2812)

MVP DID NOT TELL THIS COURT ABOUT THE PIPELINE OR TEXAS GAS

Q. So somewhere around late 2011, early 2012 you made a request to the county that they abandon it?

A. I made the request for the county to abandon it after I learned that Texas Gas Service had a pipeline through the property.

MVP DID NOT TELL THIS COURT ABOUT THE PIPELINE OR TEXAS GAS

Q. That's not true, is it? You intentionally didn't tell the county. You said I didn't tell them about the pipeline, right?

A. No, I didn't tell them.

MVP DID NOT TELL THIS COURT ABOUT THE PIPELINE OR TEXAS GAS

Q. Is this the survey that you submitted to the county?

A. This is -- this is part of the requirement for the abandonment of part of the process to have the county abandon the process -- this easement or dedication actually is to comply with the statute. And there's a statute that says what you have to do. You have to do a title memorandum so the county knows if there's anything of record in that easement before they can abandon it. And you also have to do a survey. Those are all the legal requirements that were met.

MVP DID NOT TELL THIS COURT ABOUT THE PIPELINE OR TEXAS GAS

A. Why not? I'm a businessman.

MVP DID NOT TELL THIS COURT ABOUT THE PIPELINE OR TEXAS GAS

Q. Is this the survey that you submitted to the county?

A. This is -- this is part of the requirement for the abandonment of part of the process to have the county abandon

A. Why not? I'm a businessman.

with the statute. And there's a statute that says what you have to do. You have to do a title memorandum so the county knows if there's anything of record in that easement before they can abandon it. And you also have to do a survey. Those are all the legal requirements that were met.

REPORTER'S RECORD
VOLUME 001 OF 001 VOLUME

TRIAL COURT CAUSE NO. C-7554-14-C

MVP PROPERTIES, LLC	IN THE DISTRICT COURT OF
VS	HIDALGO COUNTY, T E X A S
ONE GAS, INC. D/B/A TEXAS GAS SERVICE CO.	139TH JUDICIAL DISTRICT

* *

STATEMENT OF FACTS

January 8, A.D., 2015

* *

On the 15th day of January, A.D., 2015, the foregoing Proceedings came on to be heard outside the presence of a Jury, in the above-entitled and -enumerated cause; and the following proceedings were had before the Honorable Roberto "Bobby" Flores, Judge Presiding, held in Edinburg, Hidalgo County, Texas, USA:

Proceedings reported by COMPUTERIZED INTEGRATED COURTROOM REALTIME, STENOTYPE MACHINE; Reporter's Record produced BY COMPUTER-ASSISTED TRANSCRIPTION.

JESSIE C. SALAZAR, Texas CSR #4286
Official Court Reporter - 139th Judicial District Court
Hidalgo County Courthouse
100 North Closner, Second Floor
Edinburg, Texas 78539 USA
956.318.2260

A. -- with the exact date.

Q. So somewhere around late 2011, early 2012 you made a request to the county that they abandon it?

A. I made the request for the county to abandon it after I learned that Texas Gas Service had a pipeline through the property.

Q. So you knew TGS had a pipeline there and you -- and you asked the county to abandon the roadway? Why would you do that?

A. Why not? I'm a businessman.

Q. Because you knew -- because you knew TGS was using the roadway as an easement to put the pipeline there, right?

A. No, because I knew that -- that Texas Gas Service was trespassing on the property and did not have a valid easement. I knew that.

Q. So you knew that?

A. Yes.

Q. Okay. And so you went and made this request to the county. You didn't send that letter to Texas Gas, did you?

A. No, absolutely not. They're trespassers. I owe no duty to a trespasser.

Q. Okay.

A. I was faithfully executing my duties as MVP President.

Q. Would you look at Exhibit No. 2.

A. (Witness complies.)

Q. To my -- to my --
A. Your Exhibit 2?
Q. -- Exhibit 2.
A. Is this -- is this it?
Q. That's my binder, yes, sir.
A. Okay. This is an exhibit?
Q. My exhibits are in that binder.
A. Okay.
Q. Exhibit No. 2. Did you cause that particular survey to be completed?
A. Did I order that survey?
Q. Yes, sir.
A. Yes.
Q. All right. Did you work with Mr. Garcia in putting together the survey?
A. No.
Q. Is this the survey that you submitted to the county?
A. This is -- this is part of the requirement for the abandonment of part of the process to have the county abandon the process -- this easement or dedication actually is to comply with the statute. And there's a statute that says what you have to do. You have to do a title memorandum so the county knows if there's anything of record in that easement before they can abandon it. And you also have to do a survey. Those are all the legal requirements that were met.

I made the request. The legal requirement was that I had to get a title memorandum and I had to get a survey so we ordered it. Those were both paid by MVP.

Q. Yes, sir.

A. And we submitted it to the county and the commission heard it and granted our request.

Q. Now did the surveyor go out and look at the property?

A. No. I don't know. I mean --

Q. Okay.

A. You need to ask him.

Q. Does the survey -- I would like to, if the Court denies this injunction, I'm going to take his deposition. But does the survey reflect the pipeline?

A. I would need to look at it. I don't know.

Q. Do you know when this survey was completed?

A. It should have been right around the time that we made the request because we ordered them together.

Q. So we know that by the time this survey was done --

A. There's -- there's a date there.

Q. Yeah. What is it though?

A. I can't see it.

Q. Me either. You had this survey done to submit to the county?

A. Correct.

Q. And can you show me where the pipeline is on the

survey?

A. My vision is pretty poor these days. I can't see it. I mean, you want to point it out to me, I may agree with you.

Q. I'm just asking if you knew if it was on there?

A. On the survey?

Q. Yes, sir. Is the pipeline reflected on the survey, the one you submitted to the county to get them to abandon the roadway?

A. I don't know. I mean, I just see a strip there.

Q. Yes, sir.

A. And where they went and surveyed that strip.

Q. Okay. And you understand that's the roadway in this map, right?

A. That's -- that's the dedicated -- that's the strip that the predecessors in interest dedicated to the public back in 1910. And we asked for a survey of -- of that strip to submit along with the title memorandum to the county so we could qualify under statute to have them abandon the property.

Q. Got you. The idea was to get a survey of that strip.

A. Right.

Q. And you and I agree that TGS pipeline lies in that strip, right?

A. I believe, yes, it does.

Q. All right. But you and I agree that that survey that you submitted to the county doesn't reflect the pipelines in the

strip anywhere, does it?

A. No. Apparently they -- they were blind to that too.

Q. Now let me ask you this. Did you -- did you tell the county that there was a pipeline in the --

A. No.

Q. -- in the process? Now, I did note that they -- the surveyor put one notation related to the valves on this survey. Do you see it?

A. No, but point it out to me and I'll agree with you on it.

Q. I will -- I will.

A. It says what it says.

Q. I will just put it up here so we can all look at it together.

I circled it on my copy so I could find it. But the only notation that would allow anybody to know that there was a pipeline on this road is that little mark right there.

A. Yeah, which is the ones we have been talking about.

Q. And if you -- yeah.

A. It's not a road by the way. It's just farmland.

Q. And if you back up -- if you backed up, and you look at the legend, and you can possibly read the legend, it happens to say V is a gas valve. Do you see that?

A. Uh-huh. I see it.

Q. And that there is no other indication on this document

is there, that reflects that Texas Gas has for the last 70 years had a pipeline running across that property, is it?

A. No, that's what the title memorandum showed and we didn't know about it. I didn't know about it until I saw it.

Q. That's not true, is it? You intentionally didn't tell the county. You said I didn't tell them about the pipeline, right?

A. No, I didn't tell them.

Q. Okay.

A. I met the requirements by statute.

Q. You had surveyed prepared that would not reflect the pipeline, right?

THE COURT: I'm going to make an observation and I don't know if you have figured it out. But I -- probably I, without a doubt, I have the most talented court reporter probably in the nation. And for him to take both of you together, I don't see -- I haven't seen anybody do it.

MR. JOHNSON: Yes, sir.

THE COURT: So have a little respect for him if you do.

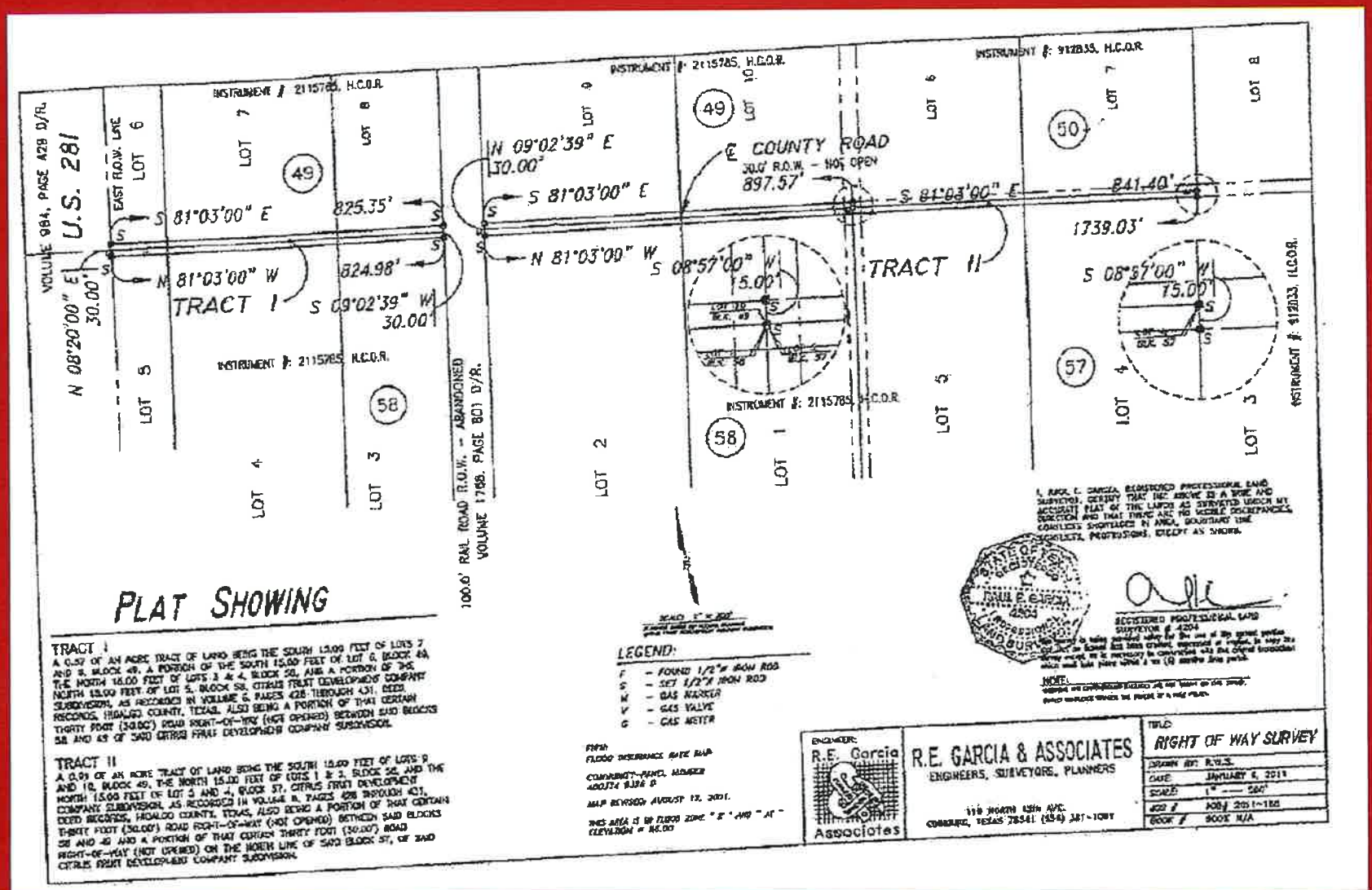
MR. JOHNSON: Yes, sir. My apologies to the court reporter, Your Honor.

A. If your question is did I tell the county?

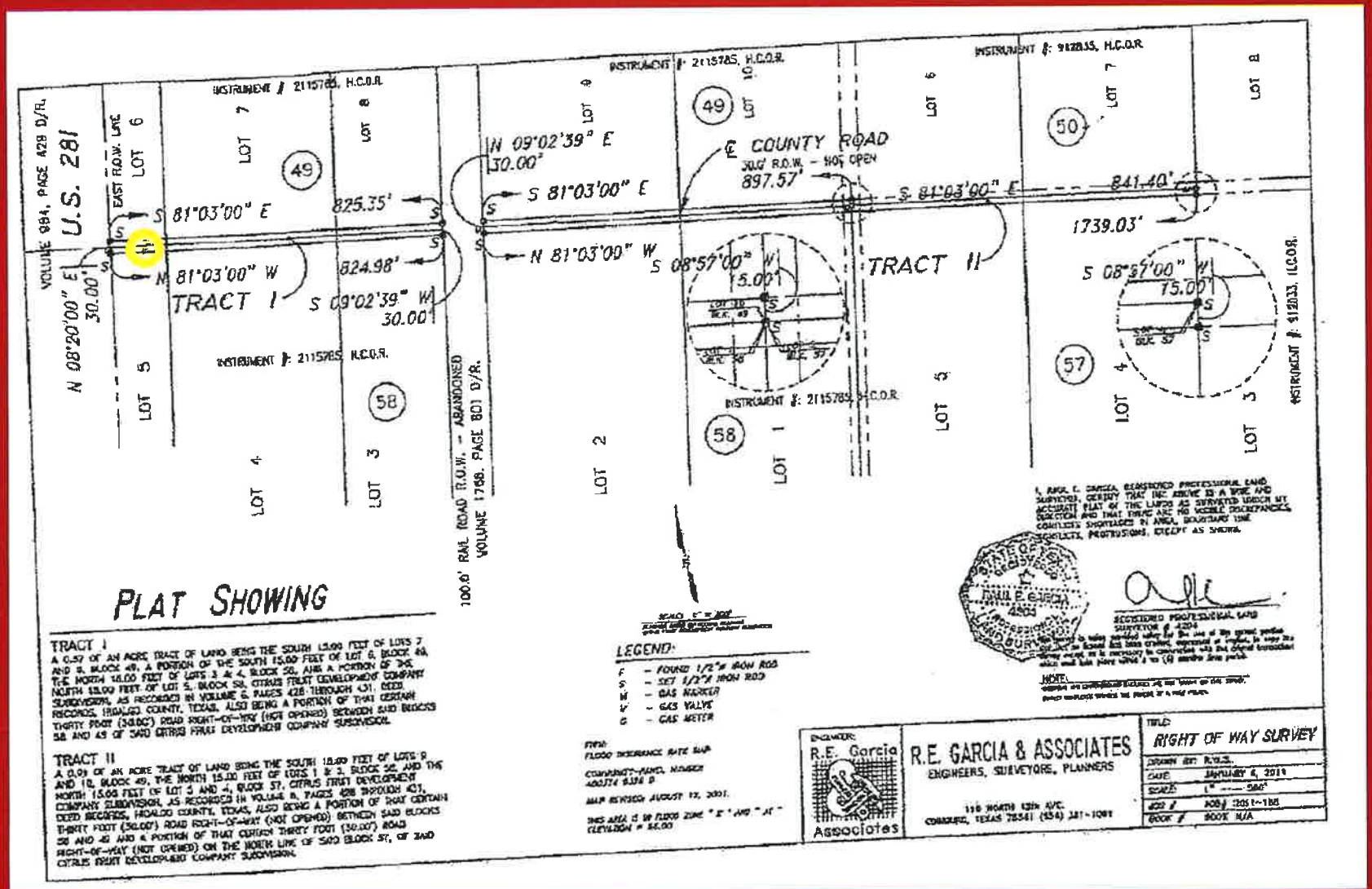
Q. (BY MR. JOHNSON) No, I have another question.

MR. JOHNSON: I offer Exhibit No. 2. Defendant's

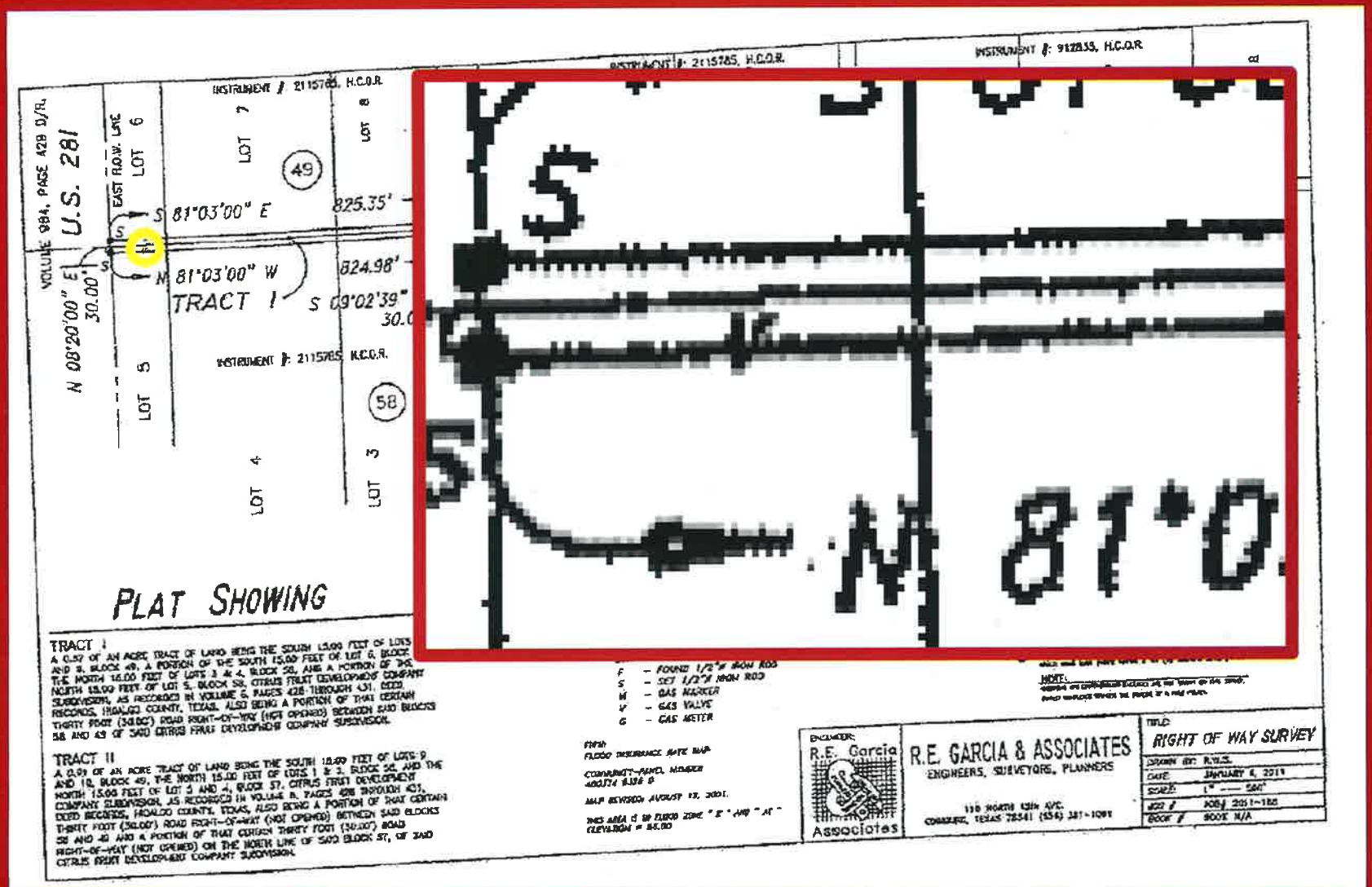
MVP'S SURVEY

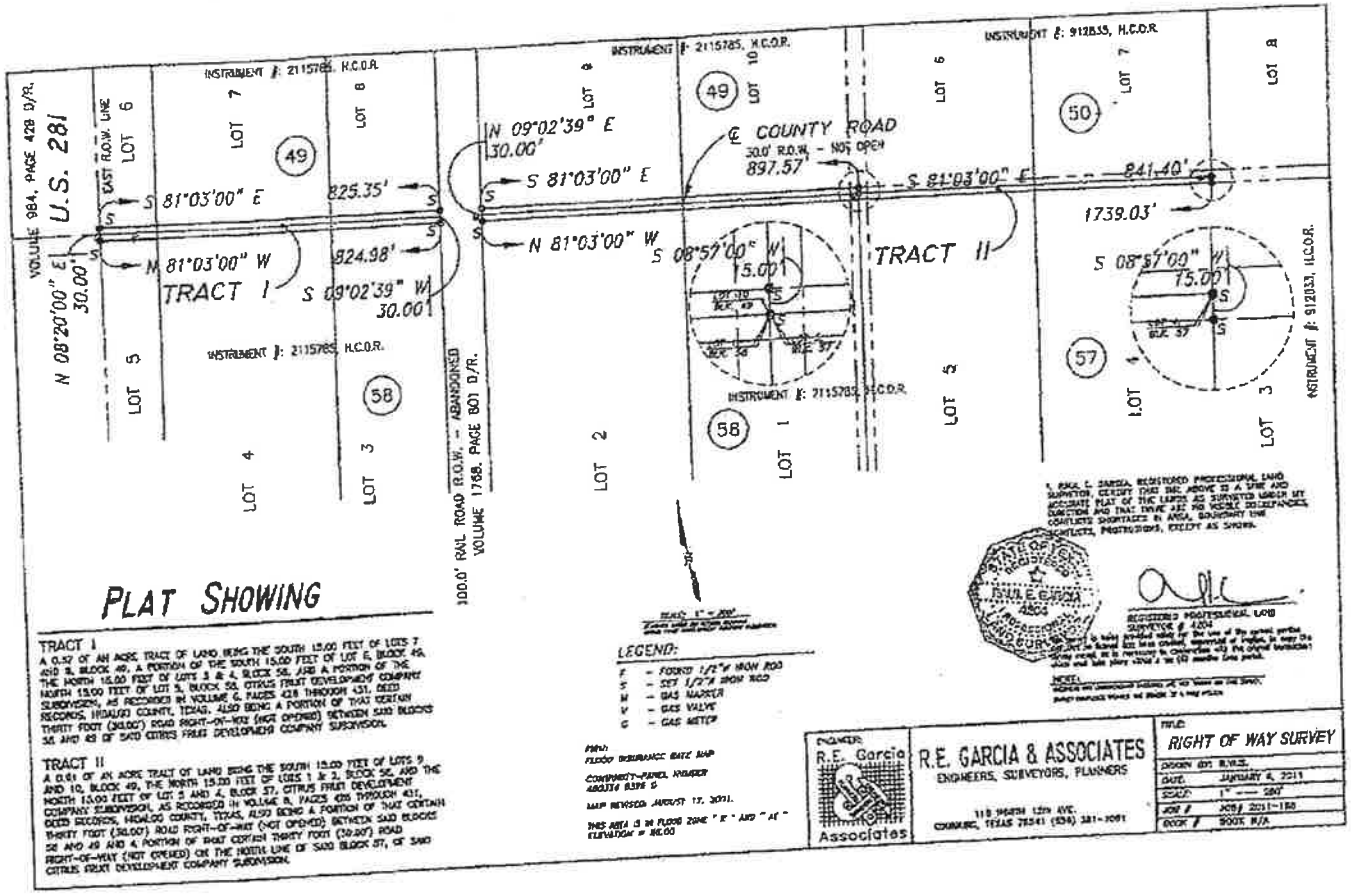

PLAT SHOWING
TRACT I
TRACT II
U.S. 281
COUNTY ROAD
LEGEND:
R.E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
RIGHT OF WAY SURVEY

MVP'S SURVEY


PLAT SHOWING
TRACT I
TRACT II
U.S. 281
E COUNTY ROAD
TRACT I
TRACT II
LEGEND:
R.E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
RIGHT OF WAY SURVEY

MVP'S SURVEY


PLAT SHOWING
TRACT I
TRACT II
R.E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
RIGHT OF WAY SURVEY


U.S. 281
VOLUME 984, PAGE 428 D/R.
EAST R.O.W. LINE
INSTRUMENT #: 2115785, H.C.O.R.
INSTRUMENT #: 912855, H.C.O.R.
INSTRUMENT #: 912033, H.C.O.R.
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 4
LOT 3
LOT 2
LOT 1
LOT 57
LOT 58
49
50
57
58
N 08°20'00" E
30.00'
S 81°03'00" E
825.35'
N 81°03'00" W
824.98'
S 09°02'39" W
30.00'
TRACT I
N 09°02'39" E
30.00'
S 81°03'00" E
N 81°03'00" W
100.0' RAIL ROAD R.O.W. - ABANDONED
VOLUME 1768, PAGE 801 D/R.
℄ COUNTY ROAD
30.0' R.O.W. - NOT OPEN
897.57'
S 81°03'00" E
841.40'
1739.03'
S 08°57'00" W
15.00'
TRACT II
S 08°57'00" W
15.00'
LOT 110
BLK. 49
BLK. 58
BLK. 57
BLK. 57
BLK. 58
PLAT SHOWING
TRACT I
A 0.52 OF AN ACRE TRACT OF LAND BEING THE SOUTH 15.00 FEET OF LOTS 7 AND 8, BLOCK 49, A PORTION OF THE SOUTH 15.00 FEET OF LOT 6, BLOCK 49, THE NORTH 15.00 FEET OF LOTS 3 & 4, BLOCK 58, AND A PORTION OF THE NORTH 15.00 FEET OF LOT 5, BLOCK 58, CITRUS FRUIT DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN VOLUME 6, PAGES 428 THROUGH 431, DEED RECORDS, HIDALGO COUNTY, TEXAS. ALSO BEING A PORTION OF THAT CERTAIN THIRTY FOOT (30.00') ROAD RIGHT-OF-WAY (NOT OPENED) BETWEEN SAID BLOCKS 58 AND 49 OF SAID CITRUS FRUIT DEVELOPMENT COMPANY SUBDIVISION.
TRACT II
A 0.61 OF AN ACRE TRACT OF LAND BEING THE SOUTH 15.00 FEET OF LOTS 9 AND 10, BLOCK 49, THE NORTH 15.00 FEET OF LOTS 1 & 2, BLOCK 58, AND THE NORTH 15.00 FEET OF LOT 5 AND 6, BLOCK 57, CITRUS FRUIT DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN VOLUME 6, PAGES 428 THROUGH 431, DEED RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN THIRTY FOOT (30.00') ROAD RIGHT-OF-WAY (NOT OPENED) BETWEEN SAID BLOCKS 58 AND 49 AND A PORTION OF THAT CERTAIN THIRTY FOOT (30.00') ROAD RIGHT-OF-WAY (NOT OPENED) ON THE NORTH LINE OF SAID BLOCK 57, OF SAID CITRUS FRUIT DEVELOPMENT COMPANY SUBDIVISION.
LEGEND:
F - FOUND 1/2" IRON ROD
S - SET 1/2"ø IRON ROD
M - GAS MARKER
V - GAS VALVE
G - GAS METER
FIRM: FLOOD INSURANCE RATE MAP
COMMUNITY-PANEL NUMBER 480334 0195 G
MAP REVISED AUGUST 17, 2011.
THIS AREA IS IN FLOOD ZONE "X" AND "AE" ELEVATION = 86.00
I, PAUL E. GARCIA, REGISTERED PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE PLAT OF THE LANDS AS SURVEYED UNDER MY DIRECTION AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, PROTRUSIONS, EXCEPT AS SHOWN.
STATE OF TEXAS
PAUL E. GARCIA
4804
REGISTERED PROFESSIONAL LAND SURVEYOR # 4804
NOTE:
ENGINEER:
R.E. Garcia Associates
R.E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
113 SOUTH 13TH AVE.
EDINBURG, TEXAS 78541 (956) 381-3081
TITLE:
RIGHT OF WAY SURVEY
DRAWN BY: R.M.S.
DATE: JANUARY 4, 2011
SCALE: 1" = 100'
JOB #: JOB# 2011-180
BOOK #: BOOK N/A

CITIZENS AFFECTED BY INTERRUPTION OF TEXAS GAS' SERVICE

- Immediately affected customers include:
  - Approximately 3,000 customers in Alton, Palmhurts, North Mission, North Edinburg, and North McAllen;
  - Holt Caterpillar;
  - J&D Produce
  - Santana Textiles;
  - Edinburg Refined Products;
  - 50 Residential Customers in direct usage from the line;
  - Manual A. Segovia Prison Unit;
  - Reynoldo V. Lopez State Jail; and
  - Hidalgo County Jail.

- All customers of Texas Gas in Hidalgo County

- Ultimately, all taxpayers of Hidalgo County

Relief from Commissioner's Court

Texas Gas requests

- the Commissioners vacate the prior Order; or
- Modify the Order to reflect that the County's Order did not affect the existing utility easement rights of any municipality or public utility in the roadway; and
- Intervene in the Lawsuit brought by MVP against Texas Gas to ensure the rights of all citizens of Hidalgo County are protected

Texas Gas values its long-standing relationship with Hidalgo County

Texas Gas Service
A Division of ONE Gas



THE COUNTY OF HIDALGO
TEXAS

AI-49325 **Executive Office** **11. C.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion/approval to re-schedule the Tuesday, May 12, 2015 court meeting to Tuesday, May 5, 2015

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/14/2015 03:34 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Monica Badillo Started On: 04/13/2015 03:18 PM

Final Approval Date: 04/24/2015

AI-49181 **Executive Office** **11. D.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request to use the courthouse open forum grounds for the National Day of Prayer Event to be held on May 7, 2015 from 8:00am - 8:00 pm.

BACKGROUND

subject to approval from Sheriff's Department, TxDOT and City

---

Fiscal Impact

Attachments

request
schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/07/2015 08:16 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Monica Badillo Started On: 04/06/2015 09:45 AM

Final Approval Date: 04/24/2015

Valle Monica

SCANNED
1-26-15dc

The Annual
NATIONAL
DAY OF
PRAYER
First Thursday of May

RECEIVED
JAN 16 2015
COUNTY JUDGE

1/14/2015

Judge Ramon Garcia
County Judge
302 W. University Dr.
Edinburg, TX 78539

RE: 64th National Day of Prayer Proclamation from the City of Edinburg, Texas

Dear Judge Ramon Garcia

It has been a continuous blessing to have the prayers and support of the City of Edinburg, Texas. As the location of our County Seat, the City Edinburg, through its leadership, has taken an active role in the celebration of the National Day of Prayer (time 8:00 a.m. – 8:00 p.m.).

This year we are planning a fellowship reunion at the east side of our Hidalgo County Courthouse. Therefore, kindly consider this letter a request to have the National Day of Prayer Proclamation placed on the City Agenda for consideration and action. In addition, we hope you would assist us regarding the Parks and Recreation bleachers and portable toilets for the use in the National Day of Prayer Celebration on May 7th, 2015.

cc 4/14/15

SCANNED

The Annual
NATIONAL
DAY OF
PRAYER
First Thursday of May

This year we would welcome the participation and attendance of our City's leaders at the Hidalgo County Courthouse. In years past, the local media has been instrumental in informing the public of the ongoing efforts of our local government, church leadership and general public in making the National Day of Prayer a great success. This year is no different. We hope that your attendance, as well as our Mayor and City Commissioners' presence, would emphasize the support that we have received from the city of Edinburg.

In II Chronicles 7:14 the Word of God says, "If my people, which are called by my name, shall humble themselves, and pray, and seek my face, and turn from their wicked ways; then I shall hear from Heaven, and will forgive their sin, and will heal their land". Thereby we trust that the prayers and supplications of our people, both individually and corporately, are heard in the Heaven and the LORD God Almighty has heard, forgiven and will heal our land". Thereby we trust that the prayers and supplications of our people, both individually and corporately, are heard in the Heaven and the LORD God Almighty has heard, forgiven and will heal our land.

GOD BLESS you, the City of Edinburg leaders, their families and our country.

Sincerely your Brother in Jesus Christ,

Adrian Esparza

ADRIAN ESPARZA
COORDINATOR
(956) 533-0000
ADRIAN@NDPRGV.ORG

Tentative Schedule for The National Day of Prayer RGV May 7th 2015 (Thursday) 7:00 am – 8:00 pm

At Hidalgo County Courthouse East yawn in Edinburg, Texas

5:00 Prior to event the sound system is being set up by Blue Skies and Rental World is setting Up tents on closed HWY 281

7:00 Edinburg & McAllen Fire trucks will be setting up with American flag on closed hwy 281

Morning MC by Eli Lara

7:30 Sound check starts with Mariachi Reyes of Mexico

8:55 OAM Flyover Blare Sirens & Shofars sound off

9:00 Opening Prayer by Edinburg Fire Chief Shawn Schneider

9:05 Proclamations by 3 city mayors McAllen's Mayor Jim Darling

Hidalgo's Mayor Martin Cepeda

& Edinburg 's Mayor Richard Garcia

9:20 County Judge Ramon Garcia

9:25 District Attorney – Ricardo Rodriguez

9:30 Matthew 6:9 ….. District Attorney Assistant Andrew Almaguer

9:35 II Chronicles 7:14 ……. Judge Charlie Espinoza

9:45 Morning Prayer by Dr. Isaac Friesen

9:50 Government by Rev. Joan Walker

9:55 Jerusalem/The Nations by Rev. Louie Canchola

10:00 Churches by Rev. Adrian Verlack

10:05 Enemies/ Borders by Rev. Milton Gonzalez

10:10 Disasters by Rev. Andrew Butler

10:15 Against Abortion by Father Louis Brum

10:30 Regional Bible Institute

10:45 Introductions by BPA Jon Fuentes

Presentation of Color, RGV Honor Guard

Pledge of Alliance, Small group of Children from local schools to recite

National Anthem by BPA Fuentes

10:55 Honor Guard Presentation, led by Commander Ismael Balderas

11:10 Heroes Roll Call (Federal Agency partner deaths and Border Patrol Line of Duty deaths)

BPA Joe Gutierrez, Jr.

- Rider less horse
- Moment of silence

11:25 Guest Speaker, Mother of Fallen Agent Javier Vega Jr. Mrs. Marie Vega

11:35 Main Speaker, RGV Sector Chief Kevin W. Oaks

11:45 Closing Prayer by BPA Daniel Martinez

12:00 Altar Call by Rev. James Keller

12:30 2nd Chances Band

Afternoon MC by Melissa Sanchez

2:00 Maxine Markwardt Word of Encouragement

2:10 Fellowship of Christian Athletes (FCA) – Nathan Jones

2:20 Rev. Ray Perez Freely Given Freely Received Ministry (FGFR)

2:30 Song by Damaris Cervantes

2:40 Brother Fred Leon

3:00 Lozt Zoul Band

4:30 Evening Prayer by Rev. Donald Williams

4:40 Marriage/Family Rev. Robert Richardsons

4:50 Businesses by Rev. Armando Gutierrez

5:00 Deliverance/Human Trafficking by Rev. Aaron Gonzalez

5:10 Schools/Youth by Rev. Bobby Diezon

5:20 Healing by Rev. James Keller

5:40	Lost Souls and Prodigals by Chris Dupree
6:00	Rey de Reyes Band
8:00 pm	The End

AI-49326 **Executive Office** **11. E.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
Approval of credit application and agreement with Lennox Industries, Inc. in order to purchase needed material for County Buildings and authorize Valde Guerra, County Executive Officer to sign documents

BACKGROUND

Fiscal Impact

Attachments

app
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/14/2015 03:34 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Monica Badillo Started On: 04/13/2015 03:40 PM
Final Approval Date: 04/24/2015

LENNOX

Lennox Industries Inc.

CREDIT APPLICATION

LEGAL NAME OF BUSINESS: Hidalgo County Facilities Management			EMAIL ADDRESS:
PLEASE SELECT ONE: __SOLE PROPRIETORSHIP __PARTNERSHIP __CORPORATION __L.L.P. __JOINT VENTURE __L.L.C.			
STREET ADDRESS: 3100 S. Bus. 281 Suite D	CITY: Edinburg		STATE: Tx. ZIP: 78539
MAILING ADDRESS: P.O. Box 1356	CITY: Edinburg		STATE: Tx. ZIP: 78539
COUNTY: Hidalgo	BUSINESS PHONE: (956) 384-7852		BUSINESS FAX: (956) 292-7055
ARE YOU SALES TAX EXEMPT? ✓YES __NO (AN EXEMPTION CERTIFICATE MUST BE ATTACHED)	ESTIMATED MONTHLY PURCHASES $	EPA CERTIFICATE: __YES ✓NO CERTIFICATE REQUIRED TO PURCHASE REFRIGERANT	NO. OF EMPLOYEES: / BUSINESS START DATE:
A/P CONTACT: Daniel Flores	A/P PHONE: 384-7855	A/P FAX: (956) 292-7055	A/P EMAIL:
PURCHASE ORDER NO. REQUIRED? __YES __NO		FED. TAX ID NO:	
CONTRACTORS LICENSE#:	NAME OF LICENSE HOLDER:		TYPE:
***NAME OF BUSINESS OWNER(S) / OFFICER(S) COMPANY:			

GUARANTORS

OFFICERS:	HOME ADDRESS:	PHONE NO:	SS NO:
OFFICERS:	HOME ADDRESS:	PHONE NO:	SS NO:

TRADE AND BANK INFORMATION

NAME:	ADDRESS:	ACCT#:	PHONE:
BANK NAME:	ADDRESS:	ACCT#:	PHONE:

PLEASE ATTACH COPY OF PURCHASER'S MOST RECENT FINANCIAL STATEMENT.

Purchaser certifies that it is solvent and capable of meeting its obligations hereunder, and that all information provided to Seller (including Purchaser's attached financial statement) is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Purchaser and each guarantor authorize Lennox Industries Inc. and/or any subsidiary or affiliate ("Seller") to request credit reports from credit bureaus (including consumer reporting agencies) regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at any time in the future. Purchaser also agrees to comply with all applicable bulk sales laws. Purchaser agrees that all Terms and Conditions of Sale, reverse side of the Credit Application and Personal Guaranty, as the same and may be amended by written notice to Purchaser from time to time, shall apply to all sales and extensions of credit made to Purchaser by Seller.

Signature _____ Printed Name _____ Date _____

PERSONAL GUARANTY

To induce the extension of credit to Purchaser, Guarantor (jointly and severally, if more than one) hereby guarantees payment of all existing and future indebtedness of Purchaser to Seller, including any costs, expenses, and reasonable attorneys' fees payable as a consequence of Seller's collection efforts. This personal guaranty is absolute, complete, irrevocable and continuing and it shall not be necessary for Seller to give notice to Guarantor of any extension of credit to Purchaser, any renewal thereof, any modification of the terms thereof, or Seller's arrangements with any other Guarantor. Guarantor may by written notice, sent via certified or registered mail, to Seller at its Corporate Headquarters as described above (Attn: Credit Dept.) terminate its guarantee as to any new extensions of credit to Purchaser made more than ten days after such written notice, but Guarantor shall continue to be obligated in respect of any credit extended within ten days after Seller's receipt of such notice and any credit Seller remains obligated to extend Purchaser at the close of business on the tenth day following Seller's receipt of such notice. Guarantor agrees to provide personal financial information as reasonably requested by Seller.

Signature _____ Printed Name _____ Date _____

Signature _____ Printed Name _____ Date _____

LENNOX USE ONLY

District / Terr# _____ Customer Classification _____
(if RI or NI must have signed Marketing agreement)

TM / NAE Signature _____ DM / NASM Signature _____

Zone# _____ Ship from location _____

Default shipping condition; Will Call ___ LTL ___ Fleet ___
If customer prefers to be billed for shipping collect, provide customer's UPS / or Purolator acct# _____ (required for collect billing)

TERMS AND CONDITIONS OF SALE

All references in this document to "Seller" shall include Lennox Industries Inc. and / or any subsidiary or affiliate of Lennox Industries Inc. (including any division of the foregoing) performing any or all of the scope hereunder, whether or not specifically identified herein. All sales made by Seller are subject to the Terms and Conditions of Sale, which shall prevail over any inconsistent terms of any purchase order or other document. No terms and conditions in any way altering or modifying these provisions or any other terms of Seller shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. Purchaser shall also be bound by all payment terms listed on any invoice.

Prices in quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or Local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.

Seller shall not be liable for delay or default in delivery and all quotations and agreements are contingent upon any cause beyond Seller's reasonable control, including, but not limited to, governmental action, interference or regulation, war, flood, strikes, or other labor troubles, fire, force majeure, damage or destruction of goods, manufacturers' shortages, inability to obtain materials, fuels, or supplies, acts of God, or any other cause whatsoever beyond Seller's control. Seller reserves the right to adjust prices due to delays, shortage, or increased costs of materials or transportation.

Goods not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Purchaser by the original manufacturer of such goods. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller's liability hereunder, and purchaser's exclusive remedies hereunder, either in contract or in tort or pursuant to statute, for breach of warranty or for negligence, are expressly limited to the giving of credit or replacement. Seller must be given written notice identifying the defective goods and specifying the defect within ten (10) days after receipt of the goods by purchaser. Seller must also be given the opportunity to inspect the allegedly defective goods, and if requested by seller, the allegedly defective goods must be returned to seller. Failure to give required notice within the time provided, or failure to return allegedly defective goods to seller following seller's request constitutes a waiver of all claims against the seller. Seller's responsibility to give credit or replacement is limited to the extent that seller is able to obtain equivalent credit or replacement from the original manufacturer of such goods. Purchaser and seller agree that seller shall not be liable directly or indirectly for any consequential, incidental, special or indirect damages in any way arising from the sale, handling, installation, or use of the goods sold or from any other breach of this document, any purchase order or any other agreement between purchaser and seller.

No credit for goods returned by Purchaser shall be given without Seller's written authorization. All returns are subject to a restocking charge. No claim for shortage of goods or damage to goods shall be allowed unless Purchaser, within ten (10) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged. All sales are F.O.B. Seller's loading dock. Seller shall not be liable to Purchaser for goods which are damaged or lost while in the possession of a common carrier, and it will be Purchaser's responsibility to recover any and all damage directly from the common carrier. Any change in quantities or destination may result in a price adjustment by Seller.

Purchaser agrees to pay Seller reasonable storage fees for products not delivered or picked up from Sellers yard within 60 days of agreed delivery date. No legal action shall be brought by the Purchaser against the Seller for any claim with respect to any goods sold by Seller to Purchaser more than one (1) year after delivery of such goods to the Purchaser. It is agreed that any cause of action with respect to such goods will accrue on the date of delivery of such goods.

Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Purchaser and Purchaser's acceptance must be premised on final approval by architects, engineers, or other third parties, and not on Seller's interpretation.

Unless otherwise stated on the invoice or other writing from Seller, payment terms are 1% 10, net 15 from statement date. Payment is due in the form of cash, cash equivalent, check, or money order. Seller may apply Purchaser's payment against any open charges within Seller's sole discretion. On past due accounts Seller may impose a monthly finance charge to be the lower of one and one half percent per month or the maximum interest charge permitted to be charged by the law governing the account between Purchaser and Seller. The finance charge stated herein shall continue to accrue after Seller obtains a judgment against Purchaser. The Seller has the right to exercise setoff or recoupment when needed to satisfy an outstanding debt. All agreements between Seller and Purchaser (and any affiliate or subsidiary of Purchaser) shall be considered as one single integrated agreement between Seller and Purchaser. Purchaser agrees that all funds owed to Purchaser from anyone or received by Purchaser to the extent those funds result from the materials supplied by Seller shall be held in trust for the benefit of Seller (the Trust Funds). Purchaser agrees it has no interest in the Trust Funds held by anyone and to promptly account for and pay to Seller all such Trust Funds.

Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred through trial, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Any cause of action which Seller may have against Purchaser may be assigned by Seller.

Purchaser waives any and all privileges and rights, which Purchaser may have relating to venue. Purchaser and Seller agree that any legal action brought by either as a result of the account or business relationship between Purchaser and Seller shall be brought in the venue of the state where the sales from Seller to Purchaser occurred. Invoices shall be deemed correct unless contested in writing within seven (7) business days of receipt. A counterpart of this document delivered by facsimile or electronic transmission shall be deemed an original document and be valid for all purposes. If Seller stores this document electronically in the manner known as "scanning", a reproduction from the scanned document shall be considered an original counterpart and shall be enforceable.

Seller reserves the right to terminate or restrict any order upon notice to Purchaser. Seller's extension of credit shall at all times be within the sole discretion of Seller. Seller retains the right to curtail, modify or eliminate any credit availability or credit limit within its sole discretion until such payment or adequate assurance of performance has been received. Purchaser certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Purchaser agrees to provide Seller a certification of solvency on request. Purchaser agrees to send Seller written notice of any changes in the form of ownership of Purchaser's business within five days of such changes.

PURCHASER AND SELLER AGREE AND INTEND THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS DOCUMENT AND THAT PURCHASER AND SELLER ARE THE SOLE INTENDED BENEFICIARIES OF THIS DOCUMENT.

When applicable, the terms of Executive Order 11246 and 41 C.F.R. part 60-1 shall apply to any purchase made by Purchaser in reliance on this document.

Zimbra **monica.badillo@co.hidalgo.tx.us**

RE: Regular AI-49326 - Lennox Credit Application

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us>
Subject : RE: Regular AI-49326 - Lennox Credit Application
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>
Cc : 'Josephine Ramirez' <josephine.ramirez@da.co.hidalgo.tx.us>, 'Linda Fong' <linda.fong@auditor.co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Monica,

Our office reviewed the Lennox Industries Inc. Credit Application Terms of Sale, and approve as to form. As you are aware, the terms and conditions of sale indicates that "Unless otherv
As such, our office would recommend that any invoice for payment received clearly denote that the County has no less than thirty (30) days as required by the Prompt Payment Act to prc

Please us know if you have any other questions.

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended o
Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and s
COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.
****

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Wednesday, April 22, 2015 2:31 PM
To: victor garza
Subject: Re: Regular AI-49326 - Lennox Credit Application

Victor,
I have whited out "corporation" and left that area blank; will re-attach to agenda item.
Thanks,

Monica Salinas Badillo, Court Administrator
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

From: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
To: "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Cc: "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Wednesday, April 22, 2015 12:02:11 PM
Subject: Fwd: Regular AI-49326 - Lennox Credit Application

Hello,
I meant to send this to you for review, but Linda has reviewed and pointed out some items as stated below.
Please advise.
Thanks,

Monica Salinas Badillo, Court Administrator
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

From: "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Cc: "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "debbie tamez" <debbie.tamez@co.hidalgo.tx.us>
Sent: Wednesday, April 22, 2015 11:35:36 AM
Subject: Regular AI-49326 - Lennox Credit Application

The application currently indicates the County is a "corporation". This is not correct. Also, the terms of the application require full payment of invoices within 15 days instead of 30 days a
counsel reviewed the terms of the application?

Unless otherwise stated on the invoice or other writing from Seller, payment terms are 1% 10, ne

Linda Fong
First Assistant Auditor
Hidalgo County Auditor's Office



image001.png
17 KB

AI-49400 **Human Resources** **12. A.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Obdett Calzada, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Tax Office (1100):
1. Requesting approval to correct the budgeted salary for the following full-time position(s), previously approved by Commissioners Court on 3/17/2015 (refer to AI-48805, item 9.B), in order to comply with the minimum hourly rate of $10.10:

Slot No.	Dept/Program	Position Title	Current Budgeted Salary	Correct Budgeted Salary
0176	140-001	Data Entry Clerk II	$20,235.00	$21,008.00
0177	140-001	Data Entry Clerk II	$20,235.00	$21,008.00

2. Approval to correct the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 4/22/15.

Attachments

Fiscal Note

Form Review

Inbox	Reviewed By	Date
Obdett Calzada	Obdett Calzada	04/22/2015 09:46 AM
Budget & Management	Veronica Ortiz	04/22/2015 11:42 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Obdett Calzada		Started On: 04/21/2015 03:39 PM
Final Approval Date: 04/24/2015		

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, April 28, 2015 Agenda Item: 49400

Summary of request/proposal:
TAX OFFICE (1100): APPROVAL TO CORRECT THE BUDGETED SALARY FOR THE FOLLOWING FULL-TIME POSITION(S), PREVIOUSLY APPROVED BY COMMISSIONERS COURT 3/17/2015 (REFER TO AI- 48805, ITEM 9.B) IN ORDER TO COMPLY WITH THE MINIMUM HOURLY RATE OF $10.10:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	DATA ENTRY CLERK II	0176	113	20,235.00	21,008.00	773.00
1100	DATA ENTRY CLERK II	0177	113	20,235.00	21,008.00	773.00
				40,470.00	42,016.00	1,546.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-415-15-140-001-0	113	TAX OFFICE	REGULAR FULL TIME	$1,089.90
5-1100-415-15-140-001-0	211	TAX OFFICE	HEALTH INSURANCE	$0.00
5-1100-415-15-140-001-0	212	TAX OFFICE	LIFE INSURANCE	$0.00
5-1100-415-15-140-001-0	220	TAX OFFICE	FICA	$83.38
5-1100-415-15-140-001-0	230	TAX OFFICE	RETIREMENT	$115.86
5-1100-415-15-140-001-0	250	TAX OFFICE	UNEMPLOYMENT COMP	$6.54
5-1100-415-15-140-001-0	260	TAX OFFICE	WORKER'S COMP	$2.30
			2015 Budgetary Impact	$1,297.98

2016 Budgetary Impact: $1,841.15

Possible Funding Sources: WITHIN DEPARTMENTS SALARIES.

Comments:

AI-49349 **Human Resources** **12. B.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Tax Office (1100):
1. Discussion, consideration and approval of the following personnel actions, effective next full pay period of 05/04/2015:

Action	Slot#	Dept/Prog	Position Title	Current/Proposed Budgeted Salary
Delete	0026	140-001	Deputy Clerk II	$37,145.00
Create	0178	140-001	Fraud Investigator	$37,145.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT

Attachments

PAR Forms & Job Descriptions
FISCAL NOTE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/22/2015 11:34 AM
Obdett Calzada	Obdett Calzada	04/23/2015 01:17 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Diana Munoz		Started On: 04/16/2015 01:36 PM
Final Approval Date: 04/24/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** 04/11/2015

CURRENT POSITION TITLE: Deputy Clerk II **CURRENT SLOT. #:** #26

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 37,145.00 (Current Budgeted Salary) $ 0.0 (Proposed Budgeted Salary) $ (37,145.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other No Budget Impact .

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

After a careful review of Tax Office staffing needs, we are requesting to delete this position to create a Fraud Investigator position for the Tax Office Fraud Department to assist in addressing fraudulent transactions.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attaced.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

n/a

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

See attached.

COMMENTS: (Any comments you wish to make regarding this request)

No Budget Impact.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	4/11/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** 04/11/2015

CURRENT POSITION TITLE: **CURRENT SLOT. #:** #178

REQUESTED POSITION TITLE: FRAUD INVESTIGATOR
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other CREATE

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 37,145.00 (Proposed Budgeted Salary) $ 37,145.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other No Budget Impact .

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Requesting to create a Fraud Investigator position for the Tax Office Fraud Department to assist in motor vehicle investigative work to prevent fraud and assisting with the prosecution of such cases.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attaced.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

n/a

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

See attached.

COMMENTS: (Any comments you wish to make regarding this request)

No Budget Impact.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	4/11/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	4/21/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/23/15 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY TAX OFFICE

FRAUD INVESTIGATOR

GENERAL DESCRIPTION

Performs moderately complex (journey-level) motor vehicle fraud investigative work; Work involves conducting investigations to prevent fraud and assisting with the prosecution of cases involving fraud; Works under general supervision, with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Conducts investigations of alleged violations of laws, rules, and regulations; investigates complaints of suspected fraudulent activity, such as vehicle ownership document fraud; odometer tampering/fraud; false/fictitious certifications; fraudulent obtainment of registration documents and certificates of title; and alteration of vehicle identification numbers

Assists federal, state and local law enforcement agencies; contacts and collaborates with county officials, law enforcement, attorneys, and/or federal officials to facilitate or assist with investigations and provide documentation of relevant facts

Responsible for enforcement of inventory assessment, and compliance with all state mandated state statutes.

Performs field inspections to ensure compliance with County regulations in accordance with applicable Texas laws and enforce compliance with the Texas Penal Code

Conducts background and personal history investigations, reviews records, and verifies information

Investigates dealership premises, auctions and salvage/wrecker locations assumed to be participating in fraudulent motor vehicle activity

Prepares records, correspondence, and reports; complies detailed reports on fraud cases, and submits and discuses cases with police

Reviews the records of licensed dealer and vehicle recyclers for compliance with Texas Code provisions and departmental rules and regulations; investigates complaints and may testify at hearings relating to complaints involving dealers

May serve subpoenas and make arrests

Responsible for completion and assembly of cases, conduct and review case preparation for prosecution

May perform surveillance of suspects and assigned locations

Locates, interviews and obtains statements from witnesses and persons suspected of involvement in fraudulent activities

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of two (2) years of experience as a full time peace officer, investigator, or related field

Graduation from an accredited four (4) year college or university with major course work in criminal justice or a related field

Two (2) years of experience may substitute one (1) year of education

Certificates, Licenses, Registration

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Must possess an intermediate Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standards and Education

Knowledge, Skills, and Abilities

Knowledge of investigative principles, techniques, and procedures; and of court procedures, practices, and rules of evidence

Knowledge of the principles of identification and preservation of evidence relating to identification and motor vehicle document fraud; and the criminal statutes regarding theft, fraud, perjury, and conspiracy

Skill in the operation of technical equipment and detection devices

Proper use and properly care for firearms

Knowledge and understanding of the Texas Penal Code, Code of Criminal Procedures, Texas Department of Transportation Motor Vehicle rules and policies, and current case law

Ability to read, analyze and interpret the complex documents

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Ability to think logically and objectively

Ability to plan, organize, and conduct investigations; to interpret and apply laws and regulations; to conduct interviews and gather facts; to evaluate findings; to prepare reports; and to testify in hearings and court proceedings

Knowledge in principles and practices of legal document preparation including citations and arrest warrants

Knowledge of laws of arrest, search and seizure, service of legal process, and the legal right of citizens

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, April 28, 2015 Agenda Item: 49349

Summary of request/proposal:
TAX OFFICE (1100)-
APPROVAL OF THE FOLLOWING PERSONNEL ACTIONS, EFFECTIVE NEXT FULL PAY PERIOD, 5/4/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	DEPUTY CLERK II	0026	113	37,145.00	0.00	(37,145.00)
1100	FRAUD INVESTIGATOR	0178	113	0.00	37,145.00	37,145.00
				37,145.00	37,145.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-415-15-140-001-0-	113	TAX OFFICE	REGULAR FULL TIME	$0.00
5-1100-415-15-140-001-0-	211	TAX OFFICE	HEALTH INSURANCE	$0.00
5-1100-415-15-140-001-0-	212	TAX OFFICE	LIFE INSURANCE	$0.00
5-1100-415-15-140-001-0-	220	TAX OFFICE	FICA	$0.00
5-1100-415-15-140-001-0-	230	TAX OFFICE	RETIREMENT	$0.00
5-1100-415-15-140-001-0-	250	TAX OFFICE	UNEMPLOYMENT COMP	$0.00
5-1100-415-15-140-001-0-	260	TAX OFFICE	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

AI-49350 **Human Resources** **12. C.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

County Court at Law #8 (1100):
1. Discussion, consideration, and approval to change titles and interpreter pay allowance to the following positions, effective next full pay period of 05/04/2015:

Action	Slot#	Dept/Prog	Current Position Title	Proposed Position Title	Current Allowance Amount	Proposed Allowance Amount
Title Change / Add Interpreter Allowance	0004	028-001	Assistant Court Coordinator	Bailiff	-0-	$3,000.00
Title Change / Remove Interpreter Allowance	0005	028-001	Bailiff	Assistant Court Coordinator	$3,000.00	-0-

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-00-028-001-0-XXX

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT

Attachments

PAR Forms & Job Descriptions
FISCAL NOTE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/23/2015 01:16 PM

Obdett Calzada	Obdett Calzada	04/23/2015 04:31 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Diana Munoz		Started On: 04/16/2015 01:42 PM
Final Approval Date: 04/24/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 16 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: County Court at Law #8 DATE: 4/14/2015

CURRENT POSITION TITLE: Bailiff CURRENT SLOT #: 0005

REQUESTED POSITION TITLE: Assistant Court Coordinator

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other Title Change/Remove Auto Allowance

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Department Fund Account - 1100-412-00-028-001-0

Salary Amount:

$ 50,000.00	$ 50,000.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Supplement Interpreter Pay:

$ 3,000.00	$ 0.00	$ (3,000.00)
Current G&S/ Budgeted Allowance	Proposed G&S/ Budgeted Allowance	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] _____

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Temporary Object 114 [ ] $ _____

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [x]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [x]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Eduardo Villanueva comes to our office from the Hidalgo County Adult Probation office and has qualities and experience that better suit the job description of Assistant Court Coordinator.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

Eduardo Villanueva comes to our office from the Hidalgo County Adult Probation Office and has qualities and experience that better suit the job description of Assistant Court Coordinator.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Judge Omar Maldonado	4-16-15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	4/23/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/23/15 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 16 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: County Court at Law #8 DATE: 4/14/2015

CURRENT POSITION TITLE: Assistant Court Coordinator CURRENT SLOT #: 0004

REQUESTED POSITION TITLE: Bailiff

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other Title Change/Add Auto Allowance

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Department Fund Account - 1100-412-00-028-001-0

Salary Amount:

$ 45,000.00	$ 45,000.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Supplement Interpreter Pay:

$ 0.00	$ 3,000.00	$ 3,000.00
Current G&S/ Budgeted Allowance	Proposed G&S/ Budgeted Allowance	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] _____

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Temporary Object 114 [ ] $ _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [x]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [x]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This change is being done as a result of Carlos Perez's experience and certification as a law enforcement officer and interpreter.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

This change is being done as a result of Carlos Perez's experience and certification as a law enforcement officer and interpreter.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Judge Omar Maldonado	4-16-15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES	NO
2.	HUMAN RESOURCES DIRECTOR	4/23/2015 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/23/15 Date	BUDGET PROCEDURES COMPLETED	✓	YES	NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY, COUNTY COURT AT LAW #8

ASSISTANT COURT COORDINATOR

GENERAL DESCRIPTION

Under general direction of County Court Judge and Court Coordinator in performing duties such as answering telephone, preparing and maintaining the department budget, ordering supplies and preparing purchase requisitions, and preparing time sheets for each employee within the department.

EXAMPLES OF WORK PERFORMED

Primary employee to answer telephone calls and assist individuals and/or redirect call to appropriate department, if necessary

Clerical work, (i.e., answering telephone, taking messages, assisting the general public with any questions, scheduling meetings, in-office filing, etc.)

May assist Court Coordinator in scheduling court hearings

May assist Court Coordinator in making daily docket entries (from court hearings) on court file

May assist with the use of the respective jury room

May answer a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;

May prepare, maintains and administers the department budget

May order necessary equipment and supplies for the department, including preparing purchase requisitions

May maintain and prepares time sheets

May maintain inventory of equipment and supplies in department

May maintain filing within the department

Knowledge of automated court system

May act as back-up for Bailiff in obtaining files for daily docket

Regular attendance

Get along with co-workers

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

One (1) year administration experience in the legal system

Must have good computer skills

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Knowledge, Skills, and Abilities

Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY, COUNTY COURT AT LAW #8

BAILIFF

GENERAL DESCRIPTION

Employee performs mid-level bailiff work. Works to provide security and safety in the courtrooms handles inmates, witnesses and clients. Employee provides general assistance to the judge and may make arrests when necessary.

EXAMPLES OF WORK PERFORMED

Opens courtroom and ensures readiness for court proceedings, directs parties to proper area

Provides schedule and procedural information to attorneys, jurors, and other

Secures courtroom at the end of the day

Provides security for the judge and staff

Maintains a secure courtroom

Maintains excellent public, staff and court relationships during course of business

Assists court in obtaining and providing services relating to jury activities

Checks and updates court dockets prior to scheduled docket dates

Performs some administrative duties such as answering telephones, picking up items from suppliers, and other clerical duties

May provide assistance to Judge by retrieving files, locating law books and related tasks

Confirms active warrants and makes arrests

Transports inmates from jail to court and return to jail after court appearance

Follows the Code of Judicial Conduct

May be interpreter in court

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED) is required

Must have two (2) years law enforcement related experience; experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Excellent communication skills

Must be able to be deputized

May be required to be trained in firearms and chemical spray

Peace Officer Certification through TCLEOSE

Must meet mandatory firearms qualifications and physical training

Knowledge of computers

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, April 28, 2015 Agenda Item: 49350

Summary of request/proposal:
CCL#8 (1100) -
APPROVAL TO CHANGE THE POSITION TITLES AND ADD/REMOVE THE INTERPRETER PAY ALLOWANCE TO THE FOLLOWING, EFFECTIVE NEXT FULL PAY PERIOD OF 05/04/2015:

Fund	Position	Slot #	Obj	Current Budgeted Allowance	Proposed Budgeted Allowance	Total Requested
1100	ASSISTANT COURT COORD (TO) BAILIFF	0004	116	0.00	3,000.00	3,000.00
1100	BAILIFF (TO) ASSISTANT COURT COORDINATOR	0005	116	3,000.00	0.00	(3,000.00)
				3,000.00	3,000.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-028-001-0-	116	389TH DC	INTERPRETER PAY	$0.00
5-1100-412-00-028-001-0-	211	389TH DC	HEALTH INSURANCE	$0.00
5-1100-412-00-028-001-0-	212	389TH DC	LIFE INSURANCE	$0.00
5-1100-412-00-028-001-0-	220	389TH DC	FICA	$0.00
5-1100-412-00-028-001-0-	230	389TH DC	RETIREMENT	$0.00
5-1100-412-00-028-001-0-	250	389TH DC	UNEMPLOYMENT COMP	$0.00
5-1100-412-00-028-001-0-	260	389TH DC	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

AI-49388 **Human Resources** **12. D.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Sheriff's Office / Jail (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions, effective next pay period of 5/04/15:

Action	Slot#	Dept/Prog	Position Title	Current/Proposed Budgeted Salary
Delete	0036	280-001	Sergeant Step II	$49,017.00
Create	0419	280-001	Sergeant Step IV	$52,508.00
Delete	0071	280-002	Sr. Detention Officer Step II	$35,707.00
Create	0425	280-002	Detention Officer Step I	$31,364.00

3. Approval of inter-departmental transfer.
4. Approval to revise the salary schedule(s) in accordance to Commissioners Court Action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** Various

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

BUDGETARY IMPACT:

From within Sheriff's Office Budget
Sheriff's Account: 5-1100-421-00-280-001-0-xxx
Jail Account: 5-1100-423-21-280-002-0-xxx

Please see attached fiscal note(s) and transfer.

Attachments

PAR Forms & Job Descriptions
FISCAL NOTE
TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/22/2015 11:35 AM
Obdett Calzada	Obdett Calzada	04/23/2015 01:16 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Diana Munoz		Started On: 04/21/2015 02:04 PM
Final Approval Date: 04/24/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 21 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 4/16/15

CURRENT POSITION TITLE: SERGEANT STEP II **CURRENT SLOT. #:** 001-036

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 49,017.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($49,017.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Saving from deletion to fund of position.

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Reorganization plan to draw experienced personnel.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

This is a vacant position.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 4/20/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 4/21/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 4/23/15	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 21 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE /280** DATE: **4/16/2015**

CURRENT POSITION TITLE: CURRENT SLOT #: **001-419**

REQUESTED POSITION TITLE: **SERGEANT STEP IV**

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ **0.00**	$ **52,508.00**	$ **52,508.00**
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change
$ ~~0.00~~	$ ~~1,800.00~~	$ ~~1,800.00~~
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[x] Other Particle funding from savings from deleted position

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Reorganizational plan to draw experienced personnel.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 4/20/15	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ NO	
2.	HUMAN RESOURCES DIRECTOR	Date 4/21/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date 4/23/15	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 21 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 4/16/15

CURRENT POSITION TITLE: SR. DETENTION OFFICER STEP II **CURRENT SLOT. #:** 002-071

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 35,707.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($35,707.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Saving from reclassified entry level position

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Reorganization plan to draw experienced personnel.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

This is a vacant position.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	4/24/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	4/24/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/23/15 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 21 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 4/16/15

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 002-425

REQUESTED POSITION TITLE: DETENTION OFFICER STEP I
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 31,364.00 (Proposed Budgeted Salary) $ 31,364.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Saving from reclassified entry level position

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Reorganization plan to draw experienced personnel.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 4/24/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 4/27/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 4/28/15	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY SHERIFF'S OFFICE

SERGEANT (PATROL)

GENERAL DESCRIPTION

May be assigned to patrol, narcotics, court processes or criminal investigation work. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigating work.

EXAMPLES OF WORK PERFORMED

Depending on the area of criminal enforcement to which assigned, may perform any of the following duties:

Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations

Respond to emergency calls and routine complaints and take action as necessary

Issue traffic citations and direct traffic

Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials

Keeps records of activities and makes reports concerning crimes, complaints, accidents, and investigations

Files cases with district attorney or U.S. attorneys

Make lawful arrests for violation of laws for the State of Texas and local governments ordinance and/or resolution

Serve felony, misdemeanor and mental commitment warrants and make arrests

Serve court papers including writs, summons, subpoenas, capias, etc

Question witnesses and suspects and take statements

Assist other law enforcement agencies as needed

Meets with informants and conducts undercover narcotics investigations

Conducts background investigations on applications for law enforcements and correction positions

Gathers and labels evidence, takes photographs and fingerprints, guards and transports prisoners and testifies in court

May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention

May be responsible for animal control, especially relating to cattle on roadways

Return persons who have been arrested in Hidalgo County to other locations in and out and out of state

Approved subordinates reports and insure subordinates complete their daily assigned duties

Regular attendance is a must

Ability to work with others

SUPERVISORY RESPONSIBILITIES:

Will supervise those investigations, deputy sheriffs, communication officer, and civilian personnel that have been placed in his/her charge

Will ensure that subordinate personnel in his/her charge carry out day to day duties as defined by job description, level of responsibilities; department goals, and applicable federal and state laws

Shall report both orally and in written form, poor job performance, violations of department policy, and violations of federal and state laws involving and subordinate or officer of same of higher rank, through established chain of command

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Four (4) years experience as a Peace Officer immediately preceding the date of application

Applications for employee should reflect any increases in responsibilities during previous or current employment

Bilingual (Spanish and English) with ability to converse fluently in both languages

Certificates, Licenses & Registration

Applicant must posses a current Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standards and Education

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by County's insurance carrier

Knowledge, Skills, and Abilities

Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws

Ability to establish and maintain effective working relationships with other County employees and officials, law enforcements agencies and the general public

Ability to analyze situations and adopt a quick, effective and reasonable course of action

Ability to write clear and concise reports and to maintain complete records as required

Ability to learn the use and care of vehicles, firearms, and specialized equipment

Ability to communicate effectively orally or in writing

Good physical condition

Ability to solve basic mathematical problems involving addition, subtraction, multiplication and division

Ability to use decimals and percentages in solving such problems

Ability to speak, read, and write in English

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of employees or organizations

Ability to also speak and write in Spanish preferred

Ability to solve pratical problems and deal with a variety of concrete variables in situations where only limited standardizations exists

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to stand, walk, talk and hear. The employee frequently is required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl. Employee subdues and restrains uncooperative inmates, runs, climb stairs, pushes heavy doors, handles and distributes heavy food/drink containers.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift inmates with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employee utilizes all visual abilities to keep and maintain control of inmates.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee frequently works near moving mechanical parts such as the doors and gates throughout the prison. The employee is occasionally exposed to fumes and airborne particles. The risk of electrical shock is present because of the large amount of electrical equipment which the officer encounters during the shift. The employee may be required to work outdoors or in areas where temperatures could exceed 100 degrees Fahrenheit or below 0 degrees Fahrenheit.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- □sitting for extended periods of time
- □operating assigned equipment

Maintain mental capacity which permits:

- □making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- □working closely with others
- □working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- □making observations
- □reading and writing
- □operating assigned equipment
- □communication with others
- □required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY SHERIFF'S OFFICE

DETENTION OFFICER

GENERAL DESCRIPTION

Provides corrections services involving the health, safety and security of inmates and the public in a County corrections facility or program. Monitors prisoners' activities and maintains necessary records.

EXAMPLES OF WORK PERFORMED

May book, classify, transfer, transport and/or release inmates with attention to the health, safety and security of other officers, inmates and the public

Conducts inspections, shakedowns and inmate searches. Does physical check of inmates and the public

Completes, checks and processes official papers and documents

Conducts safety inspections and inspections of fire exists and equipment

Provides informal counseling to inmates

Assists medical staff with distribution of medications to inmates

Intervenes and resolves crisis situations such as fights and medical emergencies

Conducts head counts of inmates

Conducts and inventories all keys and equipment from previous shift

Serves or supervises the serving of meals to inmates

Supervises work performed by inmates

Assists with personal needs of inmates, such as telephone calls, mail, laundry, visits and commissary

Monitors and assists visitors and may maintain visitors' list

Keeps records of incidents and activities during shift

May be assigned to conduct recreational programs for inmates

May be assigned to train new officers in procedural aspects of the job

May be assigned to transportation and court security duties, including transportation of inmates to other local, state and federal penal institutions

May confiscate, inventory and store property from new inmates and release property to outgoing prisoners

May respond to inmate request forms

May be involved in organizing church services, GED classes, substance abuse classes and fire drills

Handles and cares for dogs involved in narcotics investigation

Regular attendance

Get along with others

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Certificates, Licenses, & Registration

Applicant must, at the time of appointment to the position, meet the minimum age requirement for Basic Certification as a Jailer from the Texas Commission of Law Enforcement

Applicant must, within one (1) year of appointment to the position, obtain and thereafter maintain a Basic Certification as a Jailer from the Texas Commission of Law Enforcement

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of laws, departmental policies, rules, regulations, instructions and correctional literature regarding the custody of persons

Ability to understand and follow oral instructions

Ability to write clear and concise reports and to maintain complete records as required

Ability to meet established physical standards

Ability to establish and maintain effective working relationships with other County employees and officials, inmates and the public

Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department

Basic Mathematic Skills:

Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division

Ability to use decimals and percentages in solving such problems

Language Skills:

Ability to speak read and write in the English language

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of people and organizations

Ability to also speak and write in Spanish preferred

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is frequently required to stand, walk and talk or hear. The employee is occasionally required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl. Employee subdues and restrains uncooperative inmates, runs, climbs stairs, pushes heavy doors, handles and distributes heavy food/drink containers.

The employee must regularly lift and/or move up to 10 pounds, occasionally lift and/or move up to 25 pounds and, in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employee utilizes all visual abilities to keep and maintain control of the inmates.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee frequently works near moving mechanical parts such as doors and gates throughout the jail. The employee is occasionally exposed to fumes or airborne particles. The risk of electrical shock is present because of the large amount of electrical equipment which the employee encounters during the shift. The employee may be required to work outdoors or in areas where temperatures could exceed 100 degrees Fahrenheit or below 0 degrees Fahrenheit.

The noise level in the work environment ranges from moderate to loud. It is dependent on the activities and/or demeanor of the inmates.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, April 28, 2015 Agenda Item: 49388

Summary of request/proposal:
SHERIFF'S OFFICE (1100) -
APPROVAL OF THE FOLLOWING PERSONNEL ACTIONS, EFFECTIVE NEXT FULL PAY PERIOD, 5/4/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	SERGEANT STEP II	0036	113	49,017.00	0.00	(49,017.00)
1100	SERGEANT STEP IV	0419	113	0.00	52,508.00	52,508.00
				49,017.00	52,508.00	3,491.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-421-00-280-001-0-	113	SHERIFF'S OFFICE	REGULAR FULL TIME	$2,327.33
5-1100-421-00-280-001-0-	211	SHERIFF'S OFFICE	HEALTH INSURANCE	$0.00
5-1100-421-00-280-001-0-	212	SHERIFF'S OFFICE	LIFE INSURANCE	$0.00
5-1100-421-00-280-001-0-	220	SHERIFF'S OFFICE	FICA	$178.04
5-1100-421-00-280-001-0-	230	SHERIFF'S OFFICE	RETIREMENT	$247.40
5-1100-421-00-280-001-0-	250	SHERIFF'S OFFICE	UNEMPLOYMENT COMP	$13.96
5-1100-421-00-280-001-0-	260	SHERIFF'S OFFICE	WORKER'S COMP	$72.61
			2015 Budgetary Impact	$2,839.34

2016 Budgetary Impact: $4,259.02

Possible Funding Sources: JAIL ACCOUNT (280-002) - DELETED POSITION

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, April 28, 2015 Agenda Item: 49388

Summary of request/proposal:
JAIL (1100) -
APPROVAL OF THE FOLLOWING PERSONNEL ACTIONS, EFFECTIVE NEXT FULL PAY PERIOD, 5/4/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	SR DETENTION OFFICER STEP II	0071	113	35,707.00	0.00	(35,707.00)
1100	DETENTION OFFICE STEP I	0425	113	0.00	31,364.00	31,364.00
				35,707.00	31,364.00	(4,343.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-423-21-280-002-0-	113	JAIL-	REGULAR FULL TIME	($2,895.33)
5-1100-423-21-280-002-0-	211	JAIL-	HEALTH INSURANCE	$0.00
5-1100-423-21-280-002-0-	212	JAIL-	LIFE INSURANCE	$0.00
5-1100-423-21-280-002-0-	220	JAIL-	FICA	($221.49)
5-1100-423-21-280-002-0-	230	JAIL-	RETIREMENT	($307.77)
5-1100-423-21-280-002-0-	250	JAIL-	UNEMPLOYMENT COMP	($17.37)
5-1100-423-21-280-002-0-	260	JAIL-	WORKER'S COMP	($90.33)
			2015 Budgetary Impact	($3,532.29)

2016 Budgetary Impact: ($5,298.46)

Possible Funding Sources: COST SAVINGS

Comments:

SURPLUS OF FUNDS WILL BE TRANSFERRED TO THE SHERIFF'S ACCOUNT (280-001)
TO FUND THE CREATION OF NEW POSITION, SERGEANT STEP IV, SLOT NO. 0419

Hidalgo Co. Budget Office
2/3/2005

DATE: April 28, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for SHERIFF'S OFFICE

2015
Transfer

AI- 49388

ACCOUNT NUMBER: 5-1100-42X-00-280-00X-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5419

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
5-1100-423-21-280-002-0-	113	JAIL	REGULAR F/T EMPLOYEES	(2,327.33)
5-1100-423-21-280-002-0-	220	JAIL	FICA	(178.04)
5-1100-423-21-280-002-0-	230	JAIL	RETIREMENT	(247.40)
5-1100-423-21-280-002-0-	250	JAIL	UNEMPLOYMENT COMP	(13.96)
5-1100-423-21-280-002-0-	260	JAIL	WORKER'S COMP	(72.61)
TO				
5-1100-421-00-280-001-0-	113	SHERIFF'S OFFICE	REGULAR F/T EMPLOYEES	2,327.33
5-1100-421-00-280-001-0-	220	SHERIFF'S OFFICE	FICA	178.04
5-1100-421-00-280-001-0-	230	SHERIFF'S OFFICE	RETIREMENT	247.40
5-1100-421-00-280-001-0-	250	SHERIFF'S OFFICE	UNEMPLOYMENT COMP	13.96
5-1100-421-00-280-001-0-	260	SHERIFF'S OFFICE	WORKER'S COMP	72.61
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **Interdepartmental transfer needed to partially fund pro-rated salary & fringes for the creation of one new position, Sergeant Step IV, slot no. 0419 under the Sheriff's Office.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-49436 **Human Resources** **12. E.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Precinct #2 - Parks (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Approval to create the following part time temporary-positions not to exceed 10 weeks:

Action	Dept./ Program	Position Title	Slot #	Budgeted Salary/ Hourly Rate
Create	122-008	Head Lifeguard	T039	$15.00
Create	122-008	Lifeguard	T040	$12.00
Create	122-008	Lifeguard	T041	$12.00
Create	122-008	Lifeguard	T042	$12.00
Create	122-008	Attendant	T043	$11.00
Create	122-008	Attendant	T044	$11.00

3. Approval of interdepartmental transfer.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Temporary positions will work for approximately ten (10) weeks [36 hours per week] for the summer starting on enrollment date of June 1, 2015 - August 3, 2015.

Fiscal Impact

Attachments

Attendant Job Description

Lifeguard Job Description
JOB DESC
TRANSFER
FISCAL NOTE
PAR forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/23/2015 03:15 PM
Obdett Calzada	Obdett Calzada	04/23/2015 05:06 PM
Obdett Calzada	Obdett Calzada	04/24/2015 10:37 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Angela Garcia		Started On: 04/23/2015 08:36 AM
Final Approval Date: 04/24/2015		

HIDALGO COUNTY PRECINCTS

ATTENDANT

GENERAL DESCRIPTION

Performs light clerical duties, responsible for daily attendance figures and receipts, maintains daily log of activities. This is a temporary position.

EXAMPLES OF WORK PERFORMED

Maintains daily activity log sheets including daily attendance logs

Performs light bookkeeping and accounting work such as tabulating daily attendance receipts, maintaining employee sign-in and sign-out sheets

May be required to attend training meetings from time to time and work extra work hours as deemed necessary

May maintain an inventory of supplies and equipment and shall infor Parks foreman/Director of inventory status to enable Foreman/Director to order replacements as needed to insure adequate stock

Regular attendance is a must

Ability to work well with others

GENERAL QUALIFICATION GUIDELINES

Education and/or Experience

Graduation from high school or equivalent (GED)

Should have experience in a public recreation facility setting including log-keeping and daily attendance receipt tabulations

Certificates, Licenses, Registration

Must have proof of a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

OTHER SKILLS AND ABILITIES

Ability to use office equipment, such as copier and calculator

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Knowledge of personal computer and software

May be required to utilize personal automobile on office related business

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodatons may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel

The employee must occasionally lift and/or move over twenty five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

The noise level in the work environment is usually moderate

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY PRECINCTS

LIFEGUARD

GENERAL DESCRIPTION

This is a responsible position that requires either Red Cross or other appropriate certification in the operation and techniques of lifeguard safety in a public recreation facility.The lifeguard will be responsible for ensuring and maintaining public safety and health in a public recreation facility such as a swimming pool. This is a temporary position.

EXAMPLES OF WORK PERFORMED

Maintains daily activity log sheets including daily attendance logs

Performs light bookkeeping and accounting work such as tabulating daily attendance receipts, maintaining employee sign-in and sign-out sheets

May be required to attend training meetings from time to time and work extra work hours as deemed necessary

Regular attendance is a must

Ability to work well with others

GENERAL QUALIFICATION GUIDELINES

Education and/or Experience

Graduation from high school or equivalent (GED)

Red Cross or other appropriate certication as a Lifeguard

Should have experience in a public recreation facility setting including log-keeping, regulations and operation to ensure the general safety and health in a public recreation facility

Certificates, Licenses, Registration

Must have proof of a current valid Texas motor vehicle operator's license

Must possess a valid Red Cross or other appropriate agency certification as a Lifeguard

Must be able to be insured by the County's insurance carrier

OTHER SKILLS AND ABILITIES

Ability to use pool cleaning equipment

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Knowledge of operational equipment associated with a public recration facility

May be required to utilize personal automobile on office related business

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel

The employee must occasionally lift and/or move over twenty five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

The noise level in the work environment is usually moderate

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY PRECINCT #2

HEAD LIFEGUARD

GENERAL DESCRIPTION

The head lifeguard position is a responsible position that requires either Red Cross or other appropriate certification in the operation and techniques of lifeguard safety in a public recreation facility. The head lifeguard will be responsible for ensuring and maintaining public safety and health in a public recreation facility such as a swimming pool. This is a temporary position.

EXAMPLES OF WORK PERFORMED

Will supervise pool staff to include lifeguards and attendants

Will maintain daily activity log sheets including daily attendance logs

Will prepare time and attendance report for all pool staff

Will perform light bookkeeping and accounting work such as tabulating daily attendance receipts, maintain employee sign-in and sign-out sheets

Will make daily bank deposits

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

GENERAL QUALIFICATION GUIDELINES

Education and/or Experience

Graduation from a high school or equivalent (GED)

5 years of experience as a certified Lifeguard

Red Cross or other appropriate certication as a Lifeguard

Should have experience in a public recreation facility setting including log-keeping, regulations and operation to ensure the general safety and health in a public recreation facility

Certificates, Licenses, Registration

Must have proof of a current valid Texas motor vehicle operator's license

Must possess a valid Red Cross or other appropriate agency certification as a Lifeguard

Must be able to be insured by the County's insurance carrier

OTHER SKILLS AND ABILITIES

Ability to use pool cleaning equipment

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Knowledge of operational equipment associated with a public recreation facility

May be required to utilize personal automobile on office related business

May be required to attend training meetings from time to time and work extra work hours as deemed necessary

Regular attendance is a must

Ability to work well with others

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over twenty five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

The noise level in the work environment is usually moderate

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

DATE: April 23, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2015
Transfer

AI- 49436

DEPARTMENT NAME: Dept. of Budget & Mgmt for PCT 2 PARKS

ACCOUNT NUMBER: 5-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5419

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
5-1100-415-00-115-002-0	899	CO WIDE ADM	CONTINGENCY	(29,407.32)
TO				
5-1100-452-00-122-008-0	122	PARKS PCT 2	TEMP P/T EMPLOYEES	26,280.00
5-1100-452-00-122-008-0	220	PARKS PCT 2	FICA	2,010.42
5-1100-452-00-122-008-0	250	PARKS PCT 2	UNEMPLOYMENT COMP	157.68
5-1100-452-00-122-008-0	260	PARKS PCT 2	WORKER'S COMP	959.22
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
Interdepartmental transfer needed to fund six (6) temporary part-time positions, not to exceed 10 weeks.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, April 28, 2015** **Agenda Item:** 49436

Summary of request/proposal:
Parks Pct. 2 (1100):
1. Approval to create one (1) temporary part-time Head Lifeguard position, slot no T039, budgeted hourly rate $15.00.
2. Approval to create three (3) temporary part-time Lifeguard positions, slot no.'s T040, T041, & T042, budgeted hourly rate $12.00.
3. Approval to create two (2) temporary part-time Attendant positions, slot no.'s T043 & T044, budgeted hourly rate $11.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	HEAD LIFEGUARD	T039	122	0.00	5,400.00	5,400.00
1100	LIFEGUARD	T040	122	0.00	4,320.00	4,320.00
1100	LIFEGUARD	T041	122	0.00	4,320.00	4,320.00
1100	LIFEGUARD	T042	122	0.00	4,320.00	4,320.00
1100	ATTENDANT	T043	122	0.00	3,960.00	3,960.00
1100	ATTENDANT	T044	122	0.00	3,960.00	3,960.00
		TOTAL		0.00	26,280.00	26,280.00

ACTUAL

Salaries calculated as follows:
15.00 X 36HRS = 540 X 1 EMPLOYEE X 10 WEEKS = $5,400.00
12.00 X 36HRS = 432 X 3 EMPLOYEES X 10 WEEKS = $12,960.00
11.00 X 36HRS = 396 X 2 EMPLOYEES X 10 WEEKS = $7,920.00
} $26,280.00 ACTUAL EXPENDITURE

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-452-00-122-008-0-	122	PARKS PCT. 2 -	TEMP P/T EMPLOYEES	$26,280.00
5-1100-452-00-122-008-0-	211	PARKS PCT. 2 -	HEALTH INSURANCE	$0.00
5-1100-452-00-122-008-0-	212	PARKS PCT. 2 -	LIFE INSURANCE	$0.00
5-1100-452-00-122-008-0-	220	PARKS PCT. 2 -	FICA	$2,010.42
5-1100-452-00-122-008-0-	230	PARKS PCT. 2 -	RETIREMENT	$0.00
5-1100-452-00-122-008-0-	250	PARKS PCT. 2 -	UNEMPLOYMENT COMP	$157.68
5-1100-452-00-122-008-0-	260	PARKS PCT. 2 -	WORKER'S COMP	$959.22
			2015 Budgetary Impact	$29,407.32

2016 Budgetary Impact: N/A

Possible Funding Sources: Co. Wide Adm Contingency- Pending approval of interdepartmental transfer. Amounts based on 36 hours a week for 10 weeks.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Pct. #2 Parks/122-008 **DATE:** 04/23/2015

CURRENT POSITION TITLE: **CURRENT SLOT. #:** ~~T043~~ T039

REQUESTED POSITION TITLE: Head Lifeguard (1 position)
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST: $5,400 x 1

Salary Amount: $ 0 (Current Budgeted Salary) $ 15.00 x 360 hrs x 1 (Proposed Budgeted Salary) $ 5,400.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☑

$ 15.00 * 360 * 1 position = $5,400.00
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

06/01/2015	08/03/2015	Tuesday-Sunday 1-7pm	36	10 weeks
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Certified Lifeguard is required at Las Milpas Park/Pool to ensure and maintain public safety of our recreational facility.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Erika Zamora	4/23/2015	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
DEPARTMENT HEAD	DATE			
2. Esther A. Cortez	4/27/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
HUMAN RESOURCES DIRECTOR	DATE			
3.	4/27/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Pct. #2 Parks/122-008 **DATE:** 04/23/2015

CURRENT POSITION TITLE: **CURRENT SLOT. #:** ~~T044-T046~~ T040-T042

REQUESTED POSITION TITLE: Lifeguard (3 Positions)
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

$4,320 x 3

Salary Amount: $ 0 (Current Budgeted Salary) $ 12.00hr x 360 hrs x 3 (Proposed Budgeted Salary) $ 12,960.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☑

$ 12.00 * 360 * 3 positions =$12,960.00
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

06/01/2015	08/03/2015	Tuesday - Sunday 1-7pm	36	10 weeks
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Certified Lifeguards are required at Las Milpas Park/Pool to ensure and maintain public safety of our recreational facility.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Erika Zamora	4/23/15	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	4/27/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	4/27/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.				
DEPARTMENT HEAD	DATE			
HUMAN RESOURCES DIRECTOR	DATE			
DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Pct. #2 Parks/122-008 **DATE:** 04/23/2014

CURRENT POSITION TITLE: **CURRENT SLOT. #:** ~~T047-T048~~ T043-T044

REQUESTED POSITION TITLE: Attendant (2 positions)
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

$3,960 x 2

Salary Amount: $ 0 (Current Budgeted Salary) $ 11.00 x 360 hrs x 2 (Proposed Budgeted Salary) $ $7,920.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☑

Enter hourly rate for temp. positions
$ 11.00 * 360 hrs * 2 positions = $7,920.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

06/01/2015	08/03/2015	Tuesday - Sunday 1-7pm	36	10 weeks
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Attendant is needed to account for all daily attendance receipts, preparing required reports, and making daily bank deposits.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Erika Zamora	4/23/2015	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
DEPARTMENT HEAD	DATE			
2. Esther A Cadena	4/27/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
HUMAN RESOURCES DIRECTOR	DATE			
3.	4/27/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-49347 **Health & Human Services Dept.** **13. C.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion and update on 2015 South Texas Hurricane Conference held on April 14 & 15, 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Doc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/16/2015 11:02 AM
Manuel Chapa	Manuel Chapa	04/20/2015 11:25 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Mike Escaname Started On: 04/16/2015 10:32 AM

Final Approval Date: 04/24/2015

April 14 - 15, 2015
McAllen Convention Center

TOOLS FOR TODAY & TOMORROW **RESILIENT REGIONAL COMMUNITIES**



SOUTH TEXAS 2015 Hurricane CONFERENCE

AI-49305 **Health & Human Services Dept.** **13. D.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Memorandum of Understanding between South Texas Vo-Tech Institute and County of Hidalgo. (The purpose is for coordinating volunteers during emergency situations.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

MOU
email legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 02:16 PM
Manuel Chapa	Manuel Chapa	04/14/2015 01:34 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Mike Escaname Started On: 04/10/2015 02:00 PM

Final Approval Date: 04/24/2015

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF HIDALGO AND SOUTH TEXAS VO-TECH INSTITUTE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the **"SOUTH TEXAS VO-TECH INSTITUTE",** hereinafter referred to as "STVT," and the **COUNTY OF HIDALGO, TEXAS**, by and through its Department of Health and Human Services, herinafter referred to as the "COUNTY", and collectively referred to as "PARTIES", for the purpose of coordinating volunteers during emergency situations.

WITNNESSETH:

WHEREAS, STVT is an academic institute located in Hidalgo County, Texas;

WHEREAS, COUNTY is a political subdivision of the State of Texas;

WHEREAS, COUNTY is the recipient of a Public Health Preparedness and Response Grant funding from the Department of State Health Services to be used to upgrade local bioterrorism preparedness and response, outbreaks of infectious disease, and other public health threats and emergencies;

WHEREAS, the PARTIES recognize the vulnerability of citizens in the County of Hidalgo to a public health emergency that may result from natural or manmade causes;

WHEREAS, during such public health emergency, it may be necessary to immunize or treat a large number of people in the area served by the County Public Health Department;

WHEREAS, Mass Medical Readiness for public health response services can be exercised if necessary at the school facility; to include Drills, Table-Top Exercises, and/or Full Scale Exercises such as: Operation Lone Star.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants passing between the parties hereto, it is understood and agreed by and between the Parties to this MOU, to establish and appropriate volunteers to meet the needs of an emergency situation, as follows:

1. COUNTY agrees to provide Preparedness and Response training at no cost to STVT.

2. STVT agrees to participate in exercises and drills.

3. STVT agrees to provide COUNTY with volunteer staff and students to assist with on-site emergency training operations.

4. The MOU is not intended to extend liability of the PARTIES beyond that provided by law. Neither STVT nor COUNTY waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against any claims, including those from third parties.

5. Term. This MOU becomes effective when executed by both parties. Either party may cancel this agreement by giving thirty (30) days written notice to the other party; otherwise it remains in effect for three (3) years and may be renewed for an additional period of three (3) years by written amendment signed by both PARTIES. Any notice or communication required or permitted shall be given in writing.

WITNESS THE HANDS OF THE PARTIES effective as of the 31 day of MARCH, 2015;

SOUTH TEXAS VO-TECH INSTITUTE

By: M. Zawisky

Printed Name: Michael Zawisky

Title: President/CEO

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

Mike Escaname

From: Nancy Trevino <nancy.trevino@hchd.org>
Sent: Friday, April 10, 2015 3:04 PM
To: mike.escaname@hchd.org
Cc: Eva Rubio
Subject: FW: MOU for the Operatrion Lone Star
Attachments: MOU.RAM.2015.revised.doc; South Texas VoTech Memorandum-2pg.revised.doc

As per your request,
Nancy

From: Victor M. Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
Sent: Monday, February 02, 2015 8:31 AM
To: 'Nancy Trevino'
Cc: 'Eva Rubio'
Subject: RE: MOU for the Operatrion Lone Star

Please see attached revised MOU for STVT and RAM. Subject to the recommended revisions, our office approves as to the form of the agreement.

Please let me know if you need any other information.

Respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
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****

From: Nancy Trevino [mailto:nancy.trevino@hchd.org]
Sent: Thursday, January 29, 2015 10:47 AM
To: Victor M. Garza; michael.garza@da.co.hidalgo.tx.us; josephine.ramirez@da.co.hidalgo.tx.us
Cc: Eva Rubio
Subject: FW: MOU for the Operatrion Lone Star

AI-49333 **Health & Human Services Dept.** **13. E.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval to process the following invoices from Airgas USA as claims with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Invoice Date	Invoice No.	Amount		Invoice Date	Invoice No.	Amount
01/31/2015	9924616089	2.00		01/31/2015	9924616090	2.00
01/31/2015	9924616091	2.00		01/31/2015	9924616092	2.00
01/31/2015	9924616093	2.00		01/31/2015	9924616094	2.00
01/31/2015	9924616095	2.00		01/31/2015	9924616096	2.00
01/31/2015	9924616097	2.00				

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-441-00-340-003-0-442

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

BUDGETARY IMPACT:

Funds available as of 4-20-15

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/16/2015 09:47 AM
Manuel Chapa	Manuel Chapa	04/20/2015 09:39 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Mike Escaname		Started On: 04/15/2015 08:38 AM
Final Approval Date: 04/24/2015		

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COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: *www.co.hidalgo.tx.us/auditor*

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 03/31/2015

TO: Jeanette Palacios

DEPARTMENT: (340) HEALTH

FROM: Olga Lydia Perez OLP

PHONE: (956)-318-2511 ext 4631

REFERENCE: AIRGAS, INC. Invoice #9924616089

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9924616089*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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

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- [x] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- [ ] NEEDS CORRECTION(S):
- [ ] NEEDS ADDITIONAL DOCUMENTATION i.e.,:
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- [x] COMMENTS / RECOMMENDATION: Please contact the purchasing department if you have any questions.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
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CYLINDER RENTAL INVOICE

Airgas

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

RECEIVED BY
COUNTY AUDITOR
2015 FEB 2 PM 4 28

SOLD BY AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
01/31/2015	2859284	9924616089	03/02/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

BILL TO HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539-1356

001065
3

RECEIVED
FEB 13 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2859284199246160890000000002004

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9924616089	2859284	2949781		01/31/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-02-B Oxygen	**1**	**0**	**0**	**0**	**1**	**0**	**1**		**$1.00/ZM**	**$1.00 N**
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 2/13/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 1/1-1/31/15
5 1100-441-00-340-003 -0- 442
PYMT AMOUNT$ 2.00 PO# 72791
APPROVED BY: 2/20/15

Hazmat: 1.00

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT $ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas www.airgas.com

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949781
HIDALGO COUNTY-EDINBURG CLINIC
3105 E RICHARDSON RD
EDINBURG TX 78542-9059

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 0025278

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Do not remove any pages attached.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 03/31/2015

TO: Jeanette Palacios **DEPARTMENT:** (340) HEALTH

FROM: Olga Lydia Perez OLP **PHONE:** (956)-318-2511 ext 4631

REFERENCE: AIRGAS, INC. Invoice #9924616090

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9924616090*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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- [x] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- [ ] NEEDS CORRECTION(S):
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- [x] COMMENTS / RECOMMENDATION: Please contact the purchasing department if you have any questions.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

CYLINDER RENTAL INVOICE

Airgas

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

RECEIVED BY
COUNTY AUDITOR
2015 MAR 2 PM 4 28

SOLD BY AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
01/31/2015	2859284	9924616090	03/02/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

BILL TO HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

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RECEIVED
FEB 13 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2859284199246160900000000002001

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9924616090	2859284	2949782		01/31/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-02-B Oxygen	1	0	0	0	1	0	1		$1.00/ZM	$1.00 N
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 2/13/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 1/1 - 1/31/15
5 -1100-441-00-340-003 -0- 442
PYMT AMOUNT$ 2.00 PO# 721791
APPROVED BY: 2/20/15

Hazmat: 1.00

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AMOUNT $ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas www.airgas.com

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949782
HIDALGO COUNTY-ELSA CLININC
708 EDINBURG ST.
ELSA TX 78543

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 0025279

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COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** **03/31/2015**

TO: **Jeanette Palacios** **DEPARTMENT:** **(340) HEALTH**

FROM: **Olga Lydia Perez** OLP **PHONE:** **(956)-318-2511 ext 4631**

REFERENCE: **AIRGAS, INC. Invoice #9924616091**

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9924616091*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

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CYLINDER RENTAL INVOICE

Airgas

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

RECEIVED BY COUNTY AUDITOR
2015 FEB 2 PM 4 28

SOLD BY AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
01/31/2015	2859284	9924616091	03/02/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

Please visit www.airgas.com/onlinebillpay or
complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

BILL TO HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

001065
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RECEIVED
FEB 13 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

28592841992461609100000002009

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9924616091	2859284	2949783		01/31/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-O2-B Oxygen	1	0	0	0	1	0	1		$1.00/ZM	$1.00 N
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 2/13/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 1/1-1/31/15
5 -1100-441-00-340-003 -0-442
PYMT AMOUNT$ 2.00 PO# 721791
APPROVED BY: 2/20/15

Hazmat: 1.00

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AMOUNT $ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas www.airgas.com

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949783
HIDALGO COUNTY - HIDALGO CLINI
702 E TEXANO DR
HIDALGO TX 78557

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 0025280

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COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 03/31/2015

TO: Jeanette Palacios

DEPARTMENT: (340) HEALTH

FROM: Olga Lydia Perez OLP

PHONE: (956)-318-2511 ext 4631

REFERENCE: AIRGAS, INC. Invoice #9924616092

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CYLINDER RENTAL INVOICE

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

RECEIVED BY COUNTY AUDITOR
2015 MAR 2 PM

SOLD BY AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

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01/31/2015	2859284	9924616092	03/02/2015	$ 2.00

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AMOUNT ENCLOSED

☐ Check
☒ Credit Card

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FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

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3

RECEIVED
FEB 13 2015
Hidalgo County Health & Human Service

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2859284199246160920000000002007

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9924616092	2859284	2949975		01/31/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-02-B Oxygen	1	0	0	0	1	0	1		$1.00/ZM	$1.00 N
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 2/13/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 1/1-1/31/15
5-1100-441-00-340-003-0-442
PYMT AMOUNT $2.00 PO# 721791
APPROVED BY: 2/20/15

Hazmat: 1.00

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT	$ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas www.airgas.com
Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949975
HIDALGO COUNTY - MCALLEN CLINI
300 E. HACKBERRY
MCALLEN TX 78501

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 0025281

For faster processing of payment please submit invoice, back to me with this page as the cover page. Do not remove any pages attached.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 03/31/2015

TO: Jeanette Palacios

DEPARTMENT: (340) HEALTH

FROM: Olga Lydia Perez OLP

PHONE: (956)-318-2511 ext 4631

REFERENCE: AIRGAS, INC. Invoice #9924616093

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9924616093*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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

- [x] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- [ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- [ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- [ ] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- [ ] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- [ ] SIGNATURE OR DATE NOT PRESENT
- [ ] SYSTEM SHOWS INVOICE PAID
- [ ] INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- [ ] NEEDS APPROVAL OF:
- [x] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- [ ] NEEDS CORRECTION(S):
- [ ] NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- [x] OTHER: Invoice predates the purchase order. 262.011 (d) The county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs.
- [x] COMMENTS / RECOMMENDATION: Please contact the purchasing department if you have any questions.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

CYLINDER RENTAL INVOICE

Airgas

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

RECEIVED BY
COUNTY AUDITOR
2015 MAR 2 PM 4 28

SOLD BY AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
01/31/2015	2859284	9924616093	03/02/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

Please visit www.airgas.com/onlinebillpay or
complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

BILL TO HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

001065
3

RECEIVED
FEB 13 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2859284199246160930000000002005

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9924616093	2859284	2949977		01/31/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-O2-B Oxygen	**1**	**0**	**0**	**0**	**1**	**0**	**1**		**$1.00/ZM**	**$1.00 N**
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 2/13/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 1/1-1/31/15
5-1100-441-00-340-003-0-448
PYMT AMOUNT$ 2.00 PO# 721791
APPROVED BY: 2/20/15

Hazmat: 1.00

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT $ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas www.airgas.com

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949977
HIDALGO COUNTY - MISSION CLINI
211 N. SCHUERBACH RD.
MISSION TX 78572

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 0025282

For faster processing of payment
please submit invoice, back to me
with this page as the cover page.
Do not remove any pages attached.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 03/31/2015

TO: Jeanette Palacios **DEPARTMENT:** (340) HEALTH

FROM: Olga Lydia Perez OLP **PHONE:** (956)-318-2511 ext 4631

REFERENCE: AIRGAS, INC. Invoice #9924616094

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9924616094*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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- [ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
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- [ ] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- [ ] SIGNATURE OR DATE NOT PRESENT
- [ ] SYSTEM SHOWS INVOICE PAID
- [ ] INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- [ ] NEEDS APPROVAL OF:
- [x] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- [ ] NEEDS CORRECTION(S):
- [ ] NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- [x] OTHER: Invoice predates the purchase order. 262.011 (d) The county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs.
- [x] COMMENTS / RECOMMENDATION: Please contact the purchasing department if you have any questions.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

CYLINDER RENTAL INVOICE

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

RECEIVED BY COUNTY AUDITOR
2015 FEB 2 PM 4 28

SOLD BY AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
01/31/2015	2859284	9924616094	03/02/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

BILL TO HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

001065
3

RECEIVED
FEB 13 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2859284199246160940000000002003

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9924616094	2859284	2949978		01/31/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-O2-B Oxygen	**1**	**0**	**0**	**0**	**1**	**0**	**1**		**$1.00/ZM**	**$1.00 N**
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 2/13/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 1/1-1/31/15
5-1100-441-00-340-003-0-442
PYMT AMOUNT$ 2.00 PO# 721791
APPROVED BY: 2/20/15

Hazmat: 1.00

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT $ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

Airgas www.airgas.com
Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949978
HIDALGO COUNTY PHARR CLINIC
SUITE B
300 W. HALL ACRES
PHARR TX 78577

REV 1.1.13 0025283

For faster processing of payment
please submit invoice, back to me
with this page as the cover page.
Do not remove any pages attached.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** **03/31/2015**

TO: **Jeanette Palacios** **DEPARTMENT:** **(340) HEALTH**

FROM: **Olga Lydia Perez** OLP **PHONE:** **(956)-318-2511 ext 4631**

REFERENCE: **AIRGAS, INC. Invoice #9924616095**

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9924616095*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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- [ ] SIGNATURE OR DATE NOT PRESENT
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- [ ] INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
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- [x] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
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COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
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CYLINDER RENTAL INVOICE

Airgas

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

RECEIVED BY
COUNTY AUDITOR
2015 MAR 2 PM 4 28

SOLD BY AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
01/31/2015	2859284	9924616095	03/02/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

BILL TO HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

001065
3

RECEIVED
FEB 13 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2859284199246160950000000002001

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9924616095	2859284	2949979		01/31/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-O2-B Oxygen	1	0	0	0	1	0	1		$1.00/ZM	$1.00 N
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 2/13/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 1/1-1/31/15
5 -1100-441-00-340-003-0-442
PYMT AMOUNT$ 2.00 PO# 731791
APPROVED BY: 2/20/15

Hazmat: 1.00

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT $ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas www.airgas.com

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949979
HIDALGO COUNTY WESLACO CLINIC
1901 N. BRIDGE
WESLACO TX 78596

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 0025284

For faster processing of payment please submit invoice, back to me with this page as the cover page. Do not remove any pages attached.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 03/31/2015

TO: Jeanette Palacios **DEPARTMENT:** (340) HEALTH

FROM: Olga Lydia Perez OLP **PHONE:** (956)-318-2511 ext 4631

REFERENCE: AIRGAS, INC. Invoice #9924616096

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9924616096*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

CYLINDER RENTAL INVOICE

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

RECEIVED BY COUNTY AUDITO
2015 MAR 2 PM 4

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
01/31/2015	2859284	9924616096	03/02/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☒ Credit Card

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PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

SOLD BY AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

BILL TO HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

001065
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RECEIVED
FEB 13 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2859284199246160960000000002009

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9924616096	2859284	2949981		01/31/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-O2-B Oxygen	1	0	0	0	1	0	1		$1.00/ZM	$1.00 N
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 2/13/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 1/1-1/31/15
5-1100-441-00-340-003-0-442
PYMT AMOUNT$ 2.00 PO# 72179
APPROVED BY: 2/28/15

Hazmat: 1.00

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT $ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

Airgas www.airgas.com
Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949981
HIDALGO COUNTY-PULMONARY CLINI
1304 S. 25TH
EDINBURG TX 78539

REV 1.1.13 0025285

For faster processing of payment
please submit invoice, back to me
with this page as the cover page.
Do not remove any pages attached.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** **03/31/2015**

TO: **Jeanette Palacios** **DEPARTMENT:** **(340) HEALTH**

FROM: **Olga Lydia Perez** OLP **PHONE:** **(956)-318-2511 ext 4631**

REFERENCE: **AIRGAS, INC. Invoice #9924619097**

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9924619097*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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

- [x] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- [ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- [ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
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- [ ] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- [ ] SIGNATURE OR DATE NOT PRESENT
- [ ] SYSTEM SHOWS INVOICE PAID
- [ ] INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- [ ] NEEDS APPROVAL OF:
- [x] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- [ ] NEEDS CORRECTION(S):
- [ ] NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- [x] OTHER: Invoice predates the purchase order. 262.011 (d) The county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs.

- [x] COMMENTS / RECOMMENDATION: Please contact the purchasing department if you have any questions.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

CYLINDER RENTAL INVOICE

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

RECEIVED BY
COUNTY AUDITOR
2015 MAR 2 PM 4 28

SOLD BY AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-8942
956-686-7622

FOR ADDRESS CORRECTIONS. PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
01/31/2015	2859284	9924616097	03/02/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

BILL TO HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

001065
3

RECEIVED
FEB 13 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

28592841992461609700000002007

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9924616097	2859284	2949982		01/31/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-O2-B Oxygen	1	0	0	0	1	0	1		$1.00/ZM	$1.00 N
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 2/13/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 1/1-1/31/15
5-1100-441-00-340-003-0-442
PYMT AMOUNT$ 2.00 PO# 721791
APPROVED BY: 2/20/15

Hazmat: 1.00

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT $ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas. www.airgas.com
Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949982
HIDALGO COUNTY
JOHN AUSTIN PENA MEMORIAL CENT
3341 EAST RICHARDSON
EDINBURG TX 78541

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 0025286

For faster processing of payment please submit invoice, back to me with this page as the cover page. Do not remove any pages attached.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 03/31/2015

TO: Jeanette Palacios

DEPARTMENT: (340) HEALTH

FROM: Olga Lydia Perez OLP

PHONE: (956)-318-2511 ext 4631

REFERENCE: AIRGAS, INC. Invoice #9925351360

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9925351360*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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- [x] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- [ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
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- [ ] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- [ ] SIGNATURE OR DATE NOT PRESENT
- [ ] SYSTEM SHOWS INVOICE PAID
- [ ] INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- [ ] NEEDS APPROVAL OF:
- [x] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- [ ] NEEDS CORRECTION(S):
- [ ] NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- [x] OTHER: Services are prior to purchase order being encumbered. 262.011 (d) The county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs.

- [x] COMMENTS / RECOMMENDATION: Please contact the purchasing department if you have any questions.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

CYLINDER RENTAL INVOICE

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
02/28/2015	2859284	9925351360	03/30/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

Please visit www.airgas.com/onlinebillpay or
complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

SOLD BY
AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

BILL TO
HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

001023
3

RECEIVED
MAR 20 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

28592841992535136000000002006

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: **1-855-470-2666**

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9925351360	2859284	2949781		02/28/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-O2-B Oxygen	1	0	0	0	1	0	1		$1.00/ZM	$1.00 N
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 3/20/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 2/1-2/28/15
5 100-441-00-340-003 -0-442
PYMT AMOUNT$ 2.00 PO# 721791
APPROVED BY: 3/27/15

Hazmat: 1.00

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT	$ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas www.airgas.com

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949781
HIDALGO COUNTY-EDINBURG CLINIC
3105 E RICHARDSON RD
EDINBURG TX 78542-9059

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 0025949

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COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** **03/31/2015**

TO: **Jeanette Palacios** **DEPARTMENT:** **(340) HEALTH**

FROM: **Olga Lydia Perez** **PHONE:** **(956)-318-2511 ext 4631**

REFERENCE: **AIRGAS, INC. Invoice #9925351361**

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9925351361*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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- [ ] INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- [ ] NEEDS APPROVAL OF:
- [x] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
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- [x] COMMENTS / RECOMMENDATION: Please contact the purchasing department if you have any questions.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

CYLINDER RENTAL INVOICE

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
02/28/2015	2859284	9925351361	03/30/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

2015 MAR 26 PM 4 07

Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

SOLD BY
AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

BILL TO
HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

001023
3

RECEIVED
MAR 20 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2859284199253513610000000002004

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: **1-855-470-2666**

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9925351361	2859284	2949782		02/28/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-O2-B Oxygen	1	0	0	0	1	0	1		$1.00/ZM	$1.00 N
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 3/20/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 2/1-2/28/15
5 -1100-441-00-340-003 -0-442
PYMT AMOUNT$ 2.00 PO#
APPROVED BY: 3/26/15

Hazmat: 1.00

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT $ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas. www.airgas.com
Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949782
HIDALGO COUNTY-ELSA CLININC
708 EDINBURG ST.
ELSA TX 78543

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 0025950

For faster processing of payment
please submit invoice, back to me
with this page as the cover page.
Do not remove any pages attached.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** **03/31/2015**

TO: **Jeanette Palacios** **DEPARTMENT:** **(340) HEALTH**

FROM: **Olga Lydia Perez** OLP **PHONE:** **(956)-318-2511 ext 4631**

REFERENCE: **AIRGAS, INC. Invoice #9925351362**

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9925351362*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

CYLINDER RENTAL INVOICE

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
02/28/2015	2859284	9925351362	03/30/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

2015 MAR 26 PM 4 07

Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

SOLD BY
AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

BILL TO
HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

001023
3

RECEIVED
MAR 20 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2859284199253513620000000002002

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9925351362	2859284	2949783		02/28/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-O2-B Oxygen	1	0	0	0	1	0	1		$1.00/ZM	$1.00 N
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 3/20/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 2/1-2/28/15
5-1100-441-00-340-003 -0-442
PYMT AMOUNT$ 2.00 PO# 721791
APPROVED BY: 3/26/15

Hazmat: 1.00

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT $ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas www.airgas.com
Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949783
HIDALGO COUNTY - HIDALGO CLINI
702 E TEXANO DR
HIDALGO TX 78557

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 0025951

For faster processing of payment
please submit invoice, back to me
with this page as the cover page.
Do not remove any pages attached.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** **03/31/2015**

TO: **Jeanette Palacios** **DEPARTMENT:** **(340) HEALTH**

FROM: **Olga Lydia Perez** OLP **PHONE:** **(956)-318-2511 ext 4631**

REFERENCE: **AIRGAS, INC. Invoice #9925351363**

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9925351363*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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

- [x] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
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- [ ] SIGNATURE OR DATE NOT PRESENT
- [ ] SYSTEM SHOWS INVOICE PAID
- [ ] INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- [ ] NEEDS APPROVAL OF:
- [x] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- [ ] NEEDS CORRECTION(S):
- [ ] NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- [x] OTHER: Services are prior to purchase order being encumbered. 262.011 (d) The county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs.

- [x] COMMENTS / RECOMMENDATION: Please contact the purchasing department if you have any questions.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

CYLINDER RENTAL INVOICE

Airgas

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
02/28/2015	2859284	9925351363	03/30/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

2015 MAR 26 PM 4 07

Please visit www.airgas.com/onlinebillpay or
complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

SOLD BY
AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

BILL TO
HIDALGO COUNTY FAC. MGMT
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

001023
3

RECEIVED
MAR 20 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2859284199253513630000000002000

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9925351363	2859284	2949975		02/28/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-O2-B Oxygen	**1**	**0**	**0**	**0**	**1**	**0**	**1**		**$1.00/ZM**	**$1.00 N**
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 3/20/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 2/1-2/28/15
5-1100-441-00-340-003-0-442
PYMT AMOUNT$ 2.00 PO# 72/791
APPROVED BY: 3/26/15

Hazmat: 1.00

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT $ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas www.airgas.com

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949975
HIDALGO COUNTY - MCALLEN CLINI
300 E. HACKBERRY
MCALLEN TX 78501

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 0025952

For faster processing of payment
please submit invoice, back to me
with this page as the cover page.
Do not remove any pages attached.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** **03/31/2015**

TO: **Jeanette Palacios** **DEPARTMENT:** **(340) HEALTH**

FROM: **Olga Lydia Perez** OLP **PHONE:** **(956)-318-2511 ext 4631**

REFERENCE: **AIRGAS, INC. Invoice #9925351364**

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9925351364*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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- [ ] NEEDS APPROVAL OF:
- [x] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- [ ] NEEDS CORRECTION(S):
- [ ] NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- [x] OTHER: Services are prior to purchase order being encumbered. 262.011 (d) The county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs.

- [x] COMMENTS / RECOMMENDATION: Please contact the purchasing department if you have any questions.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

CYLINDER RENTAL INVOICE

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
02/28/2015	2859284	9925351364	03/30/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

COUNTY AUDITOR
2015 MAR 26 PM 4 07

Please visit www.airgas.com/onlinebillpay or
complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

SOLD BY
AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

BILL TO
HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

001023
3

RECEIVED
MAR 20 2015
Hidalgo County Health & Human Services

2859284199253513640000000 2008

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: **1-855-470-2666**

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9925351364	2859284	2949977		02/28/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-O2-B Oxygen	1	0	0	0	1	0	1		$1.00/ZM	$1.00 N
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 3/20/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 2/1-2/28/15
5 -1100-441-00-340-003 -0- 442
PYMT AMOUNT$ 2.00 PO# 731791
APPROVED BY: 3/26/15

Hazmat: 1.00

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AMOUNT $ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas. www.airgas.com
Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949977
HIDALGO COUNTY - MISSION CLINI
211 N. SCHUERBACH RD.
MISSION TX 78572

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 0025953

For faster processing of payment
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COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** **03/31/2015**

TO: **Jeanette Palacios** **DEPARTMENT:** **(340) HEALTH**

FROM: **Olga Lydia Perez** OLP **PHONE:** **(956)-318-2511 ext 4631**

REFERENCE: **AIRGAS, INC. Invoice #9925351365**

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REVISED: 08/2010

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CYLINDER RENTAL INVOICE

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
02/28/2015	2859284	9925351365	03/30/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

COUNTY AUDITOR
2015 MAR 26 PM 4 07

Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

SOLD BY
AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

BILL TO
HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

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RECEIVED
MAR 20 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2859284199253513650000000002006

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INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9925351365	2859284	2949978		02/28/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
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	1	0	0	0	1					$1.00

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INVOICE RECEIVED BY:
Jeanette Palacios DATE 3/20/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 2/1-2/28/15
5 -1100-441-00-340-003 -0- 442
PYMT AMOUNT$ 2.00 PO# 72/791
APPROVED BY: 3/26/15

Hazmat: 1.00

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AMOUNT $ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas. www.airgas.com
Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949978
HIDALGO COUNTY PHARR CLINIC
SUITE B
300 W. HALL ACRES
PHARR TX 78577

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 0025954

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COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
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WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** **03/31/2015**

TO: **Jeanette Palacios** **DEPARTMENT:** **(340) HEALTH**

FROM: **Olga Lydia Perez** OLP **PHONE:** **(956)-318-2511 ext 4631**

REFERENCE: **AIRGAS, INC. Invoice #9925351366**

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REVISED: 08/2010

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CYLINDER RENTAL INVOICE

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
02/28/2015	2859284	9925351366	03/30/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

SOLD BY
AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

BILL TO
HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

001023
3

RECEIVED
MAR 20 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2859284199253513660000000002004

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9925351366	2859284	2949979		02/28/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-02-B Oxygen	1	0	0	0	1	0	1		$1.00/ZM	$1.00 N
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 3/20/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 2/1-2/28/15
5-1100-441-00-340-003-0-442
PYMT AMOUNT$ 2.00 PO# 721791
APPROVED BY: 3/26/15

Hazmat: 1.00

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT	$ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas www.airgas.com
Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949979
HIDALGO COUNTY WESLACO CLINIC
1901 N. BRIDGE
WESLACO TX 78596

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 0025955

For faster processing of payment please submit invoice, back to me with this page as the cover page. Do not remove any pages attached.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 03/31/2015

TO: Jeanette Palacios

DEPARTMENT: (340) HEALTH

FROM: Olga Lydia Perez OLP

PHONE: (956)-318-2511 ext 4631

REFERENCE: AIRGAS, INC. Invoice #9925351367

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9925351367*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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

- [x] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- [ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- [ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- [ ] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- [ ] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- [ ] SIGNATURE OR DATE NOT PRESENT
- [ ] SYSTEM SHOWS INVOICE PAID
- [ ] INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- [ ] NEEDS APPROVAL OF:
- [x] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- [ ] NEEDS CORRECTION(S):
- [ ] NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- [x] OTHER: Services are prior to purchase order being encumbered. 262.011 (d) The county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs.
- [x] COMMENTS / RECOMMENDATION: Please contact the purchasing department if you have any questions.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

CYLINDER RENTAL INVOICE

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
02/28/2015	2859284	9925351367	03/30/2015	$ 2.00

RECEIVED BY COUNTY AUDITOR

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check 2015 MAR 26 PM 4 07
☐ Credit Card

Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

SOLD BY
AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

BILL TO
HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

001023
3

RECEIVED
MAR 20 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2859284199253513670000000002002

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: **1-855-470-2666**

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9925351367	2859284	2949981		02/28/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-O2-B Oxygen	1	0	0	0	1	0	1		$1.00/ZM	$1.00 N
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 3/20/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 2/1-2/28/15
5 -1100-441-00-340-003 -0-442
PYMT AMOUNT$ 2.00 PO# 724791
APPROVED BY: 3/26/15

Hazmat: 1.00

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT $ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

Airgas www.airgas.com

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949981
HIDALGO COUNTY-PULMONARY CLINI
1304 S. 25TH
EDINBURG TX 78539

REV 1.1.13 0025956

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please submit invoice, back to me
with this page as the cover page.
Do not remove any pages attached.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** **03/31/2015**

TO: **Jeanette Palacios** **DEPARTMENT:** **(340) HEALTH**

FROM: **Olga Lydia Perez** OLP **PHONE:** **(956)-318-2511 ext 4631**

REFERENCE: **AIRGAS, INC. Invoice #9925353578**

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #9925353578*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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- [ ] SYSTEM SHOWS INVOICE PAID
- [ ] INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- [ ] NEEDS APPROVAL OF:
- [x] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- [ ] NEEDS CORRECTION(S):
- [ ] NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- [x] OTHER: Services are prior to purchase order being encumbered. 262.011 (d) The county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs.
- [x] COMMENTS / RECOMMENDATION: Please contact the purchasing department if you have any questions.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

CYLINDER RENTAL INVOICE

Airgas

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

FOR ADDRESS CORRECTIONS, PLEASE FAX NOTICE TO: 918-295-0947

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
02/28/2015	2859284	9925353578	03/30/2015	$ 2.00

PLEASE MARK YOUR METHOD OF PAYMENT

AMOUNT ENCLOSED

☐ Check
☐ Credit Card

RECEIVED BY 2015 MAR 26 PM 4 07

Please visit www.airgas.com/onlinebillpay or complete the information on the reverse side of this form.

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

SOLD BY
AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

BILL TO
HIDALGO COUNTY FAC. MGMT.
FACILITY MANAGEMENT
PO BOX 1356
EDINBURG TX 78539

001023
3

RECEIVED
MAR 20 2015
Hidalgo County Health & Human Services

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2859284199253535780000000002003

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: **1-855-470-2666**

INVOICE NO.	SOLD TO NUMBER	SHIP TO		INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS
9925353578	2859284	2949982		02/28/2015	RENT	NET 30

MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLMWB-OX - Rent Cyl Med W-O2-B Oxygen	1	0	0	0	1	0	1		$1.00/ZM	$1.00 N
	1	0	0	0	1					$1.00

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

INVOICE RECEIVED BY:
Jeanette Palacios DATE 3/20/15
GOODS/SERVICES RECEIVED BY:
Palacios DATE 2/1-2/28/15
5 100-441-00-340-003 -0-442
PYMT AMOUNT$ 2.00 PO# 721791
APPROVED BY: 3/26/15

Hazmat: 1.00

Important. See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT	$ 2.00

FOR WIRE TRANSFER PAYMENTS

Airgas www.airgas.com

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2949982
HIDALGO COUNTY
JOHN AUSTIN PENA MEMORIAL CENT
3341 EAST RICHARDSON
EDINBURG TX 78541

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

REV 1.1.13 0025957

Purchase Order

COUNTY OF HIDALGO

RECEIVED BY COUNTY AUDITOR
2015 MAR 26 PM 4 07

PO# 721791

DATE: 02/25/15

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 416410 REQ: 00268855

PHONE:

EMAIL:

SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

AIRGAS, INC.
AIRGAS USA, LLC
259 N. RADNOR-CHESTER RD.
RADNOR PA 19087

CONTACT:

SITE: HEALTH

CONTRACT NO:

RECEIVED
FEB 27 2015
Hidalgo County Health & Human Services

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER Edinburg Clinic, 3105 E. Richardson, Edinburg Elsa Clinic, 708 E. Edinburg St, Elsa Hidalgo Clinic 702 Texano St, Hidalgo McAllen Clinic, 300 E. Hackberry, McAllen Mission Clinic, 211 N. Schurbach, Mission Pharr Clinic, 300 W. Hall Acres, Pharr Weslaco Clinic, 1901 N. Bridge, Weslaco Pulmonary Clinic, 1304 S. 25th Ave, Edinburg John Austin Pena, Substance Abuse Clinic, 3341 E. Richardson, Edinburg January - December 2015		
8.00	MONTH	OM Part Number OX USPEA Oxygen USP Size EZ CGA 870 (lease fees x 9 clinics includes Hazmat fee	24.00	192.00
8.00	EACH	EX Delivery Fee per clinic site	36.48	291.84
8.00	EACH	OM Additional refills per site delivery fees	36.48	291.84
8.00	EACH	OM Additional refills oxygen USP Medical Pure EA CGA 870	8.00	64.00
8.00	EACH	OM Oxygen USP Medical Pure EA CGA 870	8.00	64.00
		TOTAL:		903.68

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

****
For Hidalgo County use only

5-1100-441-00-340-003-0-442	775.68
5-1100-441-00-340-003-0-623	128.00

Authorized by: Martha L Salazar

AI-49374 **Health & Human Services Dept.** **13. F.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to submit request to the Department of State Health Services for additional grant funds to Hidalgo County's TB/PC Federal grant contract #2015-001400-00 in the amount of $142,737.00.

2. Requesting approval to request extension of Hidalgo County's TB/PC Federal grant contract #2015-001400-00 for four months to run through 12/31/2015.

BACKGROUND

08/25/14 - AI-45850 - Acceptance of initial grant contract #2015-001400-00.
12/02/14 - AI-47383 - Approval to appropriate remaining grant award funds for FY 15.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1293-441-00-340-011-5-XXX

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

BUDGETARY IMPACT:

Requires a 20% cash match. ($142,737.00 * 20% = $28,548.00)
Local match for the additional $28,548.00 was reserved during the FY 15 budget process; Currently in account 5-1100-491-01-000-293-6-891 but will be transferred to account 5-1100-491-01-000-293-5-891 once grant contract Amendment is received.

Attachments

Doc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/20/2015 02:12 PM
Manuel Chapa	Manuel Chapa	04/24/2015 08:07 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Mike Escaname		Started On: 04/20/2015 01:46 PM
Final Approval Date: 04/24/2015		

Mike Escaname

From: Sharp,Kathy (DSHS) <Kathy.Sharp@dshs.state.tx.us>
Sent: Monday, April 20, 2015 1:14 PM
To: Eddie.Olivarez@hchd.org
Cc: Mike Escaname (miguel.escaname@hchd.org); Lewis,Cynthia (DSHS); Castillo,Daniel (DSHS); Sharp,Kathy (DSHS)
Subject: FY15 TB/FED (Hidalgo)

Good Morning,

Due to the unbundling of the FY15 TB/FED Contracts. I will be amending your current contract. The term of the contract has been extended four months (9/1/2014-12/31/15). Due to this change, I will need a revised budget showing a $142,737.00 increase. The revised budget that you will send to me will total $570,949.00. Please send this to me by **4/27/15.**

If you have any questions, please let me know.

Thanks,
Kathy

Kathy Sharp, CTCM
Contract Manager
DCPS/RLHS Contract Management Unit
Mail Code 1990
P. O. Box 149347
Austin, TX 78714-9347

Phone: (512) 776-2640
Fax: (512) 776-7391
Email: kathy.sharp@dshs.state.tx.us

AI-49375 **Health & Human Services Dept.** **13. G.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit renewal grant application for the RLSS / LPHS FY 16 & FY 17 in the amount of $204,806.00. The renewal grant application is for a two-year contract.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-006-6-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Award Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2015 08:59 AM
Manuel Chapa	Manuel Chapa	04/23/2015 10:06 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Mike Escaname		Started On: 04/20/2015 02:40 PM
Final Approval Date: 04/24/2015		

Mike Escaname

From: Brenda Salazar <brenda.salazar@hchd.org>
Sent: Monday, April 20, 2015 2:12 PM
To: mike.escaname@hchd.org
Subject: FW: Hidalgo Co Hlth Dept RLSS/LPHS FY16/17 Contract Allocation
Attachments: FY16_17 RLSS-LPHS Contract Renewal Pkt.doc; DSHS Budget Template (3).xls; _Certification_.htm

FYI

Brenda G. Salazar, MPH
Public Health Technician IV
Hidalgo County Health & Human Services
1304 S. 25th Avenue
Edinburg, Texas 78542
956-383-6221, Ext. 7343

From: Medina,Elma (DSHS) [mailto:Elma.Medina@dshs.state.tx.us]
Sent: Monday, April 20, 2015 1:57 PM
To: 'eddie.olivarez@hchd.org' (eddie.olivarez@hchd.org)
Cc: Brenda Salazar
Subject: Hidalgo Co Hlth Dept RLSS/LPHS FY16/17 Contract Allocation

Dear Contractor.

This email is to notify you of your award for the ***FY16/17 Regional and Local Services System/Local Public Health Services (RLSS/LPHS) contract*** in the amount of $204,806. This amount reflects a **two-year** contract.

The renewal forms, instructions, sample forms and funding information are enclosed. For your convenience, the renewal forms are also posted on DSHS the Regional and Local Health Services website at http://www.dshs.state.tx.us/rls/localservices. For assistance in completing the renewal packet, please contact Elma Medina at 512-776-2181.

Please submit the *FY16/17 LPHS Renewal D*ocuments via email to LocalPHTeam@dshs.state.tx.us by **Friday, May 15, 2015, 5:00 p.m.** (Please reference your entity's name and FY16/17 in the subject line.)

The renewal documents include:

- *Form A Face Page*
- *Contact Information*
- *Exhibit A - Project Service Delivery Plan reflecting the Public Health Issue(s) needing to be addressed: Essential Public Health Service(s) to be provided: Measurable Objective(s); and, Performance Measures(s), Activities, Evaluation/Improvement Plan, and Deliverables.* ***Note****: A Service Delivery Plan must be completed for each public health issue or public health program addressed by LPHS funded staff.*
- *Template – FY16/17 LPHS Project Service Delivery Plan/Quarterly and Final Performance Report.*
- *Categorical Budget Forms*

RLSS/LPHS contracts are based on expected state appropriations funding levels and are contingent on continued availability of funding. Therefore, DSHS Regional and Local Health Services will process contracts with State appropriated funds allocated for FY16 and FY17. Adjustments to contracts may be necessary depending on the **final** budget appropriation of state funds.

Please note, the General Provisions for FY2016 are being revised.

Sincerely,

Elma Medina, CTCM,
Contract Manager,
Regional & Local Health Services & Compliance Branch
Attachments

Have a great day!

Best Regards,

Elma Medina **| Contract Manager**

****

Elma Medina, CTCM
Regional & Local Health Services & Compliance Branch,
RLHS/DCPS Contract Management Unit, MC 1990
Department of State Health Services
P.O. Box 149347,
Austin, Texas 78714-9347

WK: 512/776-2181: Fax: 512/776-7391
email: elma.medina@dshs.state.tx.us



AI-49407 **Health & Human Services Dept.** **13. H.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit renewal grant application for the Immunization FY 16 program in the amount of $649,320.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-012-6-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/22/2015 08:47 AM
Manuel Chapa	Manuel Chapa	04/23/2015 10:52 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Mike Escaname		Started On: 04/22/2015 08:06 AM
Final Approval Date: 04/24/2015		

Mike Escaname

From: Eduardo Olivarez <eddie.olivarez@hchd.org>
Sent: Wednesday, April 22, 2015 8:05 AM
To: Mike Escaname; 'Nelda G. Mendez'; 'Connie Sanchez'
Subject: FW: Imm Contracts (ImmLocals)-FY16 SOW, Work Plan, and Budget Info-Hidalgo Co HHS
Attachments: FY2016 ILA RENEWAL PACKET.DOCX; Texas Counties and Regions.docx; IMMLocals FY 2016 Work Plan FINAL RJV 20150420.docx; FFATA Form G.DOCX; FY16 Budget Template.xls; DSHSBudgetTemplateInstructions.xls

Important FYI

From: Kirkpatrick,Tray (DSHS) [mailto:Tray.Kirkpatrick@dshs.state.tx.us]
Sent: Tuesday, April 21, 2015 3:14 PM
To: Eddie.Olivarez@hchd.org; Ray.Eufracio@auditor.co.hidalgo.tx.us
Subject: Imm Contracts (ImmLocals)-FY16 SOW, Work Plan, and Budget Info-Hidalgo Co HHS

Dear Contractor:

Attached is your FY2016 IMM/LOCAL renewal packet and attachments including the Immunizations FY16 Work Plan. Your FY16 allocation is $649,320.00. Please complete the attached forms as instructed in the Renewal Packet for your FY16 contract and return to Tray Kirkpatrick, Contract Manager, at tray.kirkpatrick@dshs.state.tx.us by May 12, 2015.

If you have any questions or concerns, please feel free to contact me.

Thank you,
Tray Kirkpatrick

Tray Kirkpatrick, CTCM
Contract Manager
Regional Local Health Services & Compliance Branch
DCPS/RLHS Contract Management Unit
Texas Department of State Health Services
P.O. Box 149347
Austin, TX 78714-Mail Code 1990

Phone: 512-776-3448
Fax: 512-776-7391

AI-49389 **Adult Probation** **14. A.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

Approval of Revised Resolutions for the DWI Court, the Veterans Court, the Prostitution Court, and the Monitoring Compliance for High Risk Offenders removing Rudy Perez and naming Arnold K. Patrick, CSCD Director as the Authorized Official

BACKGROUND

The Resolutions for the DWI Court, the Veterans Court, the Prositution Court, and the Monitoring Compliance for High Risk Offenders is being revised. Rudy Perez is being removed as the Authorized Official, and Arnold K. Patrick, CSCD Director is being added on.

Fiscal Impact

Attachments

Resolution for DWI Court
Resolution for Veterans Court
Resolution for Prostitution Court
Resolution for Monitoring Compliance for High Risk Offenders

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2015 03:12 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Diana Solis		Started On: 04/21/2015 02:22 PM
Final Approval Date: 04/24/2015		

Hidalgo County DWI Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County DWI Court be operated for the 2015 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County DWI Court to the Office of the Governor, Criminal Justice Division.

Signed:

County Judge

Passed and Approved this 28th day of April 2015

Grant Number: 2413905

Hidalgo County Veterans Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Veterans Court be operated for the 2015 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Veterans Court to the Office of the Governor, Criminal Justice Division.

Signed:

County Judge

Passed and Approved this 28th day of April 2015

Grant Number: 2431504

Hidalgo County Prostitution Prevention Court Program

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Prostitution Prevention Court Program be operated for the 2015 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Prostitution Prevention Court Program to the Office of the Governor, Criminal Justice Division.

Signed:

County Judge

Passed and Approved this 28th day of April 2015

Grant Number: 2752002

Hidalgo County Monitoring Compliance for High Risk Offenders

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Monitoring Compliance for High Risk Offenders be operated for the 2015 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Monitoring Compliance for High Risk Offenders to the Office of the Governor, Criminal Justice Division.

Signed:

County Judge

Passed and Approved this 28th day of April 2015

Grant Number: 2725302

AI-49401 **Emergency Management** **15. A.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Discussion, consideration and possible action on the approval of the Memorandum of Understanding between the County of Hidalgo and The American Red Cross with an effective date of April 28, 2015 and termination date no later than five years from April 28, 2020.
2. Authorization for the County Judge to sign the required document.

BACKGROUND

The MOU with the American Red Cross (ARC) provides the framework for cooperation and support between the ARC and the Hidalgo County Office of Emergency Management (OEM) in preparing for, responding to, and recovering from emergencies and disasters. The roles and responsibilities of the ARC and OEM are outlined in the Memorandum of Understanding.

April 12, 2011- AI-26134 Approval of the Memorandum of Understanding with the South Texas Chapter of the American Red Cross

Fiscal Impact

Attachments

MOU
legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2015 04:10 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Sandra Deleon		Started On: 04/21/2015 03:39 PM
Final Approval Date: 04/24/2015		

Memorandum of Understanding

Between

County of Hidalgo, TX

and

The American Red Cross

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") and County of Hidalgo, TX, its lead Emergency Management agency (hereinafter Hidalgo County Office of Emergency Management), and other departments, agencies, and offices in preparing for, responding to, and recovering from emergencies and disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and the Hidalgo County Office of Emergency Management in:

- Assisting individuals and families who have been impacted by a disaster or an emergency and providing other humanitarian services.
- Readiness and response activities, including planning, training, exercising, and resourcing.
- Clarifying roles and responsibilities of Red Cross, and the County of Hidalgo, to the community and other Agencies during each phase of emergencies.

II. Parties

A. County of Hidalgo

The County of Hidalgo is located at 302 W. University, Edinburg Texas near the Gulf Coast. Known demographics and risk data can be summarized as including the following:

1. Census data (2013)

Total Population:	815,996
% under 5 years:	9.7% (79,152)
% under 18 years:	34% (277,439)
% 65+ years:	10% (81,600)
Ethnicities (and % of population)	Hispanic/Latino 91% Non-Hispanic or Latino 7.3%
Religions (and % of population)	Catholic 77%, Evangelical Denomination 15%, Protestant Denomination 5.6%, Other 2.4% (Population Statistics based on population of 569,463 stated on county profile City-Data.com)
Specific known vulnerable populations or areas:	San Carlos, Delta Area, Hall Acres and Hoen Subdivision

Historical incidents of significance:	Hurricane Dolly, Hurricane Alex
Most likely high risk scenario affecting residential communities:	Flooding, Wind damages

2. Legal Authority for Local Government:

Texas State law sets the responsibility for emergency management at the local level.

Texas Government Code Chapter 418 – Provides authority and mechanisms to clarify and strengthen key roles, as well as authorize and provide for cooperation and coordination of an emergency management system embodying all aspects of pre-disaster preparedness and post-disaster response.

Texas Government Code Chapter §418.043– Authorizes the Texas Department of Emergency Management to adopt standards and requirements for local and interjurisdictional emergency management plans.

Texas Administrative Code Title 37, part 1, Chapter 7, Subchapter B, Rule §7.12 – Specifies requirements for local and interjurisdictional emergency management.

B. American Red Cross

1. Services for people affected by disasters

Founded in 1881, the American Red Cross is the nation's premier emergency response organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is the community-based organization that mobilizes people to aid victims of disasters with the aim of preventing and relieving suffering. The Red Cross provides disaster services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement, and as the sole US member to the International Federation of Red Cross and Red Crescent Societies (IFRC), ensures the IFRC Code of Conduct is followed whenever possible by individuals, teams, partners and agents of the Red Cross (See Attachment 1).

The Red Cross is closely integrated into community response efforts, including the efforts of federal, state and local government and non-government organizations. Our goal is to work with all partners to lead a well-integrated, effective and efficient response to every disaster.

The Red Cross provides disaster services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 §300101-300111). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine,

fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

The American Red Cross is a co-lead for the mass care component of Emergency Support Function #6 of the National Response Framework, and is a support agency for emergency assistance, housing, and human services. In this role, the Red Cross engages in a variety of activities to support the state of Texas, and local jurisdictions in planning, coordinating and executing mass care programs and strategies. The Red Cross also takes a leadership role in working with other non-governmental organizations and private companies that provide services during a disaster.

2. Organization

The American Red Cross is a single corporation, headquartered in Washington, D.C. Each multi-state division and multi-county region has certain authority and responsibility for carrying out Red Cross disaster preparedness, response and recovery activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region is familiar with the hazards of the locality and maintains assessments of available personnel, equipment, supplies, and other resources for disaster relief. The region also formulates cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide organization, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross may call on the Federal, state or local government for assistance when voluntary contributions are not sufficient to meet community needs.

III. Cooperative Actions

The Red Cross recognizes the authority assigned to the local county judge and local city mayors in Texas State law and will engage in no action related to disaster response without first sharing operating plans, priorities and objectives with the delegated emergency management staff of the local jurisdiction as previously agreed upon (See Attachment 3: Points of Contact).

The Hidalgo County Office of Emergency Management recognizes the national level roles and responsibilities designated to the American Red Cross in the October 22, 2010 Memorandum of Agreement between FEMA and Red Cross.

The Hidalgo County Office of Emergency Management recognizes the Red Cross as having mass care responsibility in domestic disasters and when activated, authorizes and will support and coordinate with the Red Cross in the execution of these duties.

The Red Cross and the Hidalgo County Office of Emergency Management will coordinate their respective disaster relief activities to maximize services to the community and avoid duplication of efforts. Both parties agree to:

1. Coordinate mutual activation of no-notice events (such as local fires) through the

established 24 hour notification point of contact (See Attachment 3: Points of Contact). Develop joint Standard Operating Procedures for ongoing communications including use of WebEOC, radio communications, and other emergency coordination protocols.

2. Maintain close coordination, liaison activities, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.

3. Keep each other informed of the human needs created by the events and the services they are providing during disasters and emergencies. Share current data regarding disasters, to include risk and hazard impact analysis, statistical information, historical information, emerging needs and trends, damage assessments, formal declarations, and service delivery priorities.

4. Work together to develop plans, revise planning annexes, and identify resources to facilitate delivery of services to people with disabilities and/or functional and access needs during a disaster.

Plan Annexes that reference the Red Cross include:	Annex C- Shelter & Mass Care

5. Actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.

6. Both parties will ensure, to the fullest extent possible, that disaster relief operations within the Hidalgo County Office of Emergency Management will be as accessible as possible to people with disabilities and other access and functional needs, based on the American with Disabilities Act and related federal, state and local laws.

7. Prior to and during the time of disaster, keep the public informed of cooperative efforts through the public information offices of the Red Cross and the Hidalgo County Office of Emergency Management.

8. The Hidalgo County Office of Emergency Management recognizes that the Red Cross is dependent upon voluntary public financial donations. In accordance with applicable laws and regulations, the Hidalgo County Office of Emergency Management will support the Red Cross in locating and acquiring necessary resources in an emergency including a response to formal resource requests. Both parties will work together, as appropriate, to identify local sourcing solutions that expand disaster capabilities and enhance community resilience.

9. Use or display the name, emblem, or trademarks of the American Red Cross or the Hidalgo County Office of Emergency Management only in the case of defined projects or pre-authorized emergency operations and only with the prior express written consent of

the other organization.

10. The American Red Cross will support the Hidalgo County Office of Emergency Management in integrating the efforts of the non-governmental organizations (NGOs) and Voluntary Organizations Active in Disaster (VOAD) that provide mass care services during response operations.

IV. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans, attachments or goals as appropriate.

V. Term and Termination.

This MOU is effective as of _____. It expires on [DATE NO LATER THAN FIVE YEARS AFTER EFFECTIVE DATE]. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any or no reason.

VI. Miscellaneous

This MOU does not create a partnership, a joint power agreement, or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Signature page follows.

Signature Page

County of Hidalgo		The American Red Cross	
By:	_____	By:	_____
	(Signature)		(Signature)
Name:	*Ramon Garcia*	Name:	Janet Martinez
Title:	*Hidalgo County Judge*	Title:	Disaster Program Manager
Date	_____	Date:	_____

Attachment 1:

I. The Seven Fundamental Principles

Proclaimed in Vienna in 1965, the seven Fundamental Principles bond together the Red Cross and Red Crescent National Societies, the International Committee of the Red Cross and the International Federation of Red Cross and Red Crescent Societies. They guarantee the continuity of the Red Cross Red Crescent Movement and its humanitarian work.

A. Humanity

The International Red Cross and Red Crescent Movement, born of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavors, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.

B. Impartiality

It makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavors to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

C. Neutrality

In order to continue to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.

D. Independence

The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.

E. Voluntary service

It is a voluntary relief movement not prompted in any manner by desire for gain.

F. Unity

There can be only one Red Cross or one Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

G. Universality

The International Red Cross and Red Crescent Movement, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

II. Code of conduct

The Code of Conduct for The International Red Cross and Red Crescent Movement and NGOs in Disaster Relief, was developed and agreed upon by eight of the world's largest disaster response agencies in the summer of 1994.

The Code of Conduct, like most professional codes, is a voluntary one. It lays down ten points of principle which all humanitarian actors should adhere to in their disaster response work, and goes on to describe the relationships that agencies working in disasters should seek with donor governments, host governments and the UN system.

The code is self-policing. There is as yet no international association for disaster-response NGOs which possesses any authority to sanction its members. The Code of Conduct continues to be used by the International Federation to monitor its own standards of relief delivery and to encourage other agencies to set similar standards.

It is hoped that humanitarian actors around the world will commit themselves publicly to the code by becoming a signatory and by abiding by its principles. Governments and donor organizations may want to use the code as a yardstick against which to measure the conduct of those agencies with which they work. Disaster-affected communities have a right to expect that those who assist them measure up to these standards.

Principles of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Response Programs

1. The humanitarian imperative comes first.
2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.
3. Aid will not be used to further a particular political or religious standpoint.
4. We shall endeavor not to act as instruments of government policy.
5. We shall respect culture and custom.
6. We shall attempt to build disaster response on local capacities.
7. Ways shall be found to involve program beneficiaries in the management of relief aid.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.

Attachment 2:

Red Cross Services

Following a disaster, whether natural or human-made, the Red Cross will provide some or all of the following services:

Mass Care Services - Food, Shelter, Emergency Supplies, and Welfare Information
During a disaster, our first priority is to ensure that people have a safe place to stay, food, and emergency supplies.

1. Upon request by Incident Command or local Emergency Management, Red Cross will open, manage and operate an emergency shelter to meet the basic needs of people displaced by an emergency or disaster. Red Cross will coordinate with emergency management for all Mass Care operations.
2. Red Cross will notify Hidalgo County Office of Emergency Management of any situation where a large number of people are displaced from a disaster or emergency. The decision to open a shelter will be made in consultation with the Hidalgo County Office of Emergency Management as required and as resources permit.
3. Red Cross maintains its own Logistics section at the DRO Headquarters, and supplies and staffs all shelters operating under the Red Cross Code of Conduct (see Attachment 4) with cots, blankets, comfort and sanitation items, basic medical supplies if available, full meal service twice a day, and other essential items as needed.
    a. A typical shelter team includes a Shelter Manager, several trained shelter support staff, Health and Mental Health, Public Affairs, and a Community Liaison.
    b. Hidalgo County Office of Emergency Management assigned personnel may be available upon request if Attachment 4 has been executed.
    c. Whenever possible and if feasible, Red Cross will notify the Hidalgo County Office of Emergency Management of any critical staffing or supply shortfalls including and especially supplies, equipment and trained personnel necessary to accommodate the needs of people with disabilities and other functional needs.
4. Red Cross will not prevent the County of Hidalgo workers from supporting, inspecting, or otherwise ensuring public health and safety of operations in the County of Hidalgo. NOTE: Public Safety officers engaged in general searches will not be permitted.
5. The Red Cross works with partner organizations including other non-profits, community vendors and multi-state distributors to provide hot food service when and if feasible to support the needs of the community.
6. The Red Cross mobilizes emergency response vehicles to provide mobile points of distribution from which disaster workers distribute food, water, and essential clean-up items that might not be available in the community.
    a. When a facility based Point of Distribution is needed to support the community, Red Cross will work with local government to ensure commodity distribution is coordinated, and high risk populations, such as people with disabilities who have difficulty getting to such locations, have access to essential resources.

7. Disasters often disrupt regular communication channels and can separate families. Through the Red Cross' nationwide network, family members may request welfare information regarding their loved ones. The Red Cross "Safe and Well" Web site enables people within a disaster area to let their families and friends outside of the affected region know that they are all right. Clients register on *Safe and Well* at www.redcross.org/safeandwell . During large-scale disasters, individuals without internet access can call 1-800-RED-CROSS to register or may be provided a paper form that will later be transcribed into the national database.

Community Preparedness and Resilience
The Red Cross Preparedness and Resilience efforts seek to promote public awareness of risk and preparedness activities. Our programs encourage community members or organizations to limit the impact of a future disaster and help people and communities bounce back faster and more fully, and to foster the social norming or acceptance of preparedness in our culture. These programs range from simple preparedness presentations for adults and children to home fire prevention and smoke alarm installations.

Client Casework and Recovery Planning and Assistance
Red Cross provides individual client services through casework to people with disaster-related needs, with particular attention to those who have experienced significant damage or loss of their homes. This casework process helps the worker to assess the client's immediate needs, and connect the client with resources, which may include referrals to local agencies and/or financial assistance to meet those needs. The caseworker also engages the client in a brief planning process which can help identify action steps for the client to follow in the first few days or weeks after a disaster. Red Cross caseworkers protect client confidentiality and work closely with other organizations and groups to ensure clients have access to all available resources.

1. When necessary and as resources are made available from multiple organizations, Red Cross will coordinate the opening of a Multi-Agency Resource Center (MARC) to facilitate expedited client case management and multi-agency coordination.

2. Red Cross casework is available for all disaster victims including those of single family fires that occur daily throughout the County of Hidalgo. Red Cross casework local response begins with the Disaster Action Team, a 24-7-365 program of on-call local volunteers willing to respond to the scene of home fires to initiate casework services.

Disaster Health and Mental Health Services
After an emergency, injuries can ensue, essential prescription medicines lost, and the shock and stress of sudden loss can overwhelm a person's normal coping skills. The Red Cross deploys licensed health and mental health professionals who are trained and equipped to provide assistance at the time of a disaster. Disaster health services professionals can provide emergency first aid and medical assessment, triage and replacement of emergency medications with item distribution, financial assistance or referrals to community partners. Disaster mental health professionals provide mental health assessments, crisis intervention and a sympathetic ear to those in need.

Liaison and Communications
During a disaster or emergency situation the Red Cross will, at the request of the Hidalgo County

Office of Emergency Management, provide liaison personnel to the local Emergency Operations Center and any corresponding command posts, information centers, or other entities under the authority of the Hidalgo County Office of Emergency Management.

1. The American Red Cross tracks shelter location and population information in the National Shelter System (NSS) and will coordinate shelter information sharing and reporting with the Hidalgo County Office of Emergency Management through the assigned liaison.

2. The Red Cross will encourage and require liaisons to complete necessary ICS based training and exercise participation with local government as feasible.

Planning and Readiness efforts
In an effort to provide more sophisticated, relevant, and clear disaster operations plans, the Red Cross maintains a Disaster Response Plan as part of the region's planning portfolio. There are also a number of high risk-planning scenarios used to measure capacity and facilitate realistic planning efforts.

1. Red Cross will, as appropriate, at the request of the Hidalgo County Office of Emergency Management, assist County planners in mass care preparedness, planning and response coordination with Red Cross and other non-governmental organizations (NGOs).

2. Both parties will jointly review plans and procedures that standardize recurring tasks and responsibilities where Red Cross is identified in the local Emergency Operation Plan as a lead or support agency.

3. Red Cross will freely share internal plans, lists, procedures, and annual priorities with local government entities as requested.

Attachment 3:

Points of contact

Local Government

	Name	Phone	Email
Judge/Mayor	Ramon Garcia	956-383-7441	ramon.garcia@co.hidalgo.tx.us
Emergency Management Coordinator	Ricardo Saldana	956-289-6549	ricardo.saldana@co.hidalgo.tx.us
24 hr emergency contact	Ricardo Saldana	956-289-6549	ricardo.saldana@co.hidalgo.tx.us

American Red Cross

	Name	Phone	Email
Executive Director	Iris Juergens	956-607-1040	iris.juergens@redcross.org
Disaster Program Manager	Janet Martinez	956-357-7600	janet.martinez@redcross.org
Disaster Program Specialist	Darrel Mixon	956-444-2519	darrell.mixon@redcross.org
Senior Disaster Program Manager	Lina Romero	956-607-4100	lina.mendezromero@redcross.org
Regional Disaster Officer			
24 hr hotline		866-526-8300	

Zimbra **belinda.alvarez@co.hidalgo.tx.us**

RE: ARC MOU Revised

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us>
Tue, Apr 21, 2015 10:08 AM
2 attachments

Subject : RE: ARC MOU Revised

To : 'Belinda Alvarez' <belinda.alvarez@co.hidalgo.tx.us>

Cc : ricardo saldana <ricardo.saldana@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Our office has reviewed the ARC MOU, as revised, and at this time approve as to form.

Thank you for your time and consideration.

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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****

From: Belinda Alvarez [mailto:belinda.alvarez@co.hidalgo.tx.us]
Sent: Monday, April 20, 2015 3:35 PM
To: victor garza
Subject: ARC MOU Revised

RE: ARC MOU

Victor, as discussed, Section III, number 10, line 1; acronym ARC has been changed

to American Red Cross. Please review and approve to form. Thank you.

Belinda Sáenz-Alvarez
Deputy Emergency Management Coordinator
Hidalgo County| Office of Emergency Management
302 W. University | Edinburg, TX 78539
Tel: 956-318-2615| Cell: 956-720-2165
belinda.alvarez@co.hidalgo.tx.us
http://www.co.hidalgo.tx.us

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AI-49069 **IT Department** **16. A.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

FIRE MARSHAL:
Authorization and approval to continue wireless device service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Quantity:	Employee Name/ID:	Service Plan:	Equipment:	MDN:
3	See Attachment	4G Mobile Broadband Unl. @ $37.99 each per month	USB Modem 551L	See Attachment
7	See Attachment	4G Mobile Broadband Unl. @ $37.99 each per month	MiFi 6620	See Attachment
7	See Attachment	America's Choice II 1000 Share Email & Data+N&W IN UNL @ $74.99 + $5.00 taxes/fees = $79.99 each per month	iPhone 5c 8gb	See Attachment

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-422-10-300-001-0-532

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

BUDGETARY IMPACT:

Requisition# 268666 $10,558.05 for Verizon Wireless as of 4-21-15

Funding pending approval of LIT - AI# 49385

Attachments

Quote
Requisition
Request Forms Data Cards
Request Forms iPhones
list

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 11:22 AM
Manuel Chapa	Manuel Chapa	04/21/2015 11:48 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Griselda Salazar Started On: 03/26/2015 10:17 AM

Final Approval Date: 04/24/2015

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County Fire Marshal
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 15217171006
DATE 2/17/2015
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
AMERICAS CHOICE II 1000 SHARE EMAIL & DATA+N&W+IN UNL $96.14 0408 (Must Add Feature Code 73502)	7	$74.99	1,000	Unlimited	Unlimited	7,000	$0.25	$524.93	$6,299.16
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	7					7000		$524.93	$6,299.16

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99 1210	10	$37.99	N	Unlimited	$0.00	$379.90	$4,558.80
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	10					$379.90	$4,558.80

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $10,857.96

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

Requisition

Req # 00268666

PO #

Date: 01/05/15

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: ELIZABETH
956-318-2656

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT:DIR-SDD-1779 DO NOT DUPLICATE ORDER		
12.00	MONTH	OPEN PO FOR 10 DATA CARDS 4G MOBILE BROADBAND UNLIMITED DATA PLAN @ $37.99 EA	379.90	4,558.80
12.00	MONTH	AMERICAS CHOICE II 1000 SHARE EMAIL & DATA+N&W IN UNL $96.14 0408 (MUST ADD FEATURE CODE 735502) @ $74.99 EACH LINE FOR THE FOLLOWING: TOMMY URESTE 956-227-7024 VICTOR RAMIREZ 956-289-3857 ERIC SANCHEZ 956-289-3873 JOHN FRANZ 956-393-1848 MEDARDO VILLARREAL 956-929-6675 KYLE PULLEY 956-929-6497	449.94	5,399.28
12.00	MONTH	FEES & SURCHARGES (PHONE & TEXT PLAN) @ $5.00 PER LINE	30.00	360.00
3.00	MONTH	AMERICA'S CHOICE II 1000 SHARE EMAIL & DATA+N&W IN UNL $96.14 0408 (MUST ADD FEATURE CODE 735502) @ $74.99 JUAN MARTINEZ 956-239-1180 (JAN-MARCH 2015)	74.99	224.97
3.00	MONTH	FEES & SURCHARGES (PHONE & TEXT PLAN) @ $5.00 / MO	5.00	15.00
		Account No	Encumbrance	
			Freight	.00
			Total	10,558.05
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: — Signature: —

Department: Fire Marshal Dept#: 300

Quantity: 1 956-342-2607

Service: $37.99/mo (x) 12 months = 455.88 Account: 5-1100-422-10-300-001-0 -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $10,558.05 Requisition Number: 00268666

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Tommy Uresti	1-9-15

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	1/16/15

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl. @ $37.99 /month
956-342-2607 VW MiFi 6620

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

(Office Use) / Employee: Office Use Employee ID#: — Signature: —

Department: Fire Marshal Dept#: 300

Quantity: 1 950-342-4102

Service: $37.99 /mo (x) 12 months = 455.88 Account: 5-1100-422-10-20 001-532

Service: $_____ /mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $10,558.05 Requisition Number: 00 2686666

STIPEND

(1) Employee: _____ Employee ID#: _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____ /mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

Signature	Print Name	Date
	Tommy Ureste	1-9-15

(3) **Executive Office Authorization (Commissioner's Court Departments Only):**

Signature	Print Name	Date
	Valde Guerra	1/16/15

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: 4G Mobile Broadband Unl. @ $37.99 /month
950-342-4102 MW 4G LTE USB-Modem 551L

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

(Office Use) / Employee: Office Use Employee ID#: — Signature: —

Department: Fire Marshal Dept#: 300

Quantity: 1 952-342-3707

Service: $37.99 /mo (x) 12 months = 455.88 Account: 5-1160-422-60-300-001-0 -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $10,558.05 Requisition Number: 00268666

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Tommy Uresti	1-9-15

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valdo Guerra	1/16/15

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G. Mobile Broadband Unl. @ $37.99 /month. 952-342-3707. VW Mifi 6620

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☒ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / (Employee) Juan Martinez Employee ID# 138126 Signature: _____

Department: Fire Marshal Dept#: 300

Quantity: 1 956-342-3895

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 5-1100-422-10-300-001-0 -532

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $ 10,558.05 Requisition Number: 00268666

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

_____ Tommy Uresti 1-9-15

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Valde Guerra 1/16/15

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl. @ $ 37.99/month.
956-342-3895 VW 4G LTE USB-Modem 551L

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☒ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use (Employee): Tommy Ureste Employee ID# 126403 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1 952e-342-3889

Service: $37.99/mo (x) 12 months = 455.88 Account: 5-1160-422-10-360-001-0-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: $10,558.05 Requisition Number: 0026866666

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

[signature] Tommy Ureste 1-9-15

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 1/16/15

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl. @ $37.99 /month.
952-342-3889 VW 4G LTE USB-Modem 551L

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167164,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☒ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Eric Sanchez Employee ID# 193593 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1 956-342-2162

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 5-1160-422.10-300.000-0-532

Service: $ _____ /mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: $ 10,558.05 Requisition Number: 00268666

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

[signature] Tommy Vreste 1-9-15

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 1/16/15

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Uni. @ 37.99 month.
956-342-2162 VW MiFi 6620

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☒ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Victor Ramirez Employee ID# 201103 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1 950-342-2105

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 5-1100-422-10-300-0010-532

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $ 10,558.05 Requisition Number: 00268666

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

[signature] Tommy Uresti 1-9-15

Signature Print Name Date

(3) **Executive Office Authorization (Commissioner's Court Departments Only):**

[signature] Valde Guerra 1/16/15

Signature Print Name Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: 4G Mobile Broadband Unl @ $37.99 /month
950-342-21105 , VW MiFi 6620

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☒ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use (Employee): Medardo Villarreal Employee ID#: 202541 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1 956-342-3939

Service: $37.99/mo (x) 12 months = 455.88 Account: 5-1100-422-10-300-0010-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: $ 10,558.05 Requisition Number: 00268666

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

[signature] Tommy Urrutia 1-9-15

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 1/16/15

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl. @ 37.99 month. 956-342-3939 VW MiFi 6620

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☒ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / (Employee): John Franz Employee ID# 201073 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1 956-929-2652

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 5-1100-422.10-300-661-0 -532

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $ 10,558.05 Requisition Number: 00268666

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

[signature] Tommy Uresti 1-9-15

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 1/16/15

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl @ 37.99 months
956-929-2652 VW MiFi 10620

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☒ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / (Employee): Kyle Pulley Employee ID# 20342 Signature: K Pulley

Department: Fire Marshal Dept#: 300

Quantity: 1 956-342-3675

Service: $ 37.99 /mo (x) 12 months = 455.58 Account: 5-1100-422-10-300-001-0532

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $10,558.05 Requisition Number: 00268666

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature | Tommy Wroe (Print Name) | 1-9-15 (Date)

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Valde Guerra (Print Name) | 1/16/15 (Date)

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl. @ $37.99 /month.
956-342-3675 VW MiFi 6620

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use or ☒ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☒ Other: I Phone	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / (Employee): Tommy Ureste Employee ID# 126403 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1 956-227-7024

Service: $74.99/mo (x) 12 months = 899.88 Account: 5-1100-422-10-300-001-0-532

Service: $5.00/mo (x) 12 months = 60.00 Account: 5-1100-422-10-300-001-0-~~619/664~~ 532

Requisition Total: $ 10,558.05 Requisition Number: 00268666

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

[signature] Tommy Ureste 1-9-15

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 1/16/15

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 1000 Share Email & Data @ 74.99 + 956-227-7024 iPhone 5c 8GB 5.00 taxes/fees

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☒ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☒ Other: Iphone	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use (Employee) Eric Sanchez Employee ID# 193593 Signature: E S

Department: Fire Marshal Dept#: 300

Quantity: 1 950-289-3873

Service: $ 74.99 /mo (x) ~~12~~ 12 months = 899.88 Account: 5-1100-422-10-300-001-0 -532

Service: $ 5.00 /mo (x) 12 months = 60.00 Account: 5-1100-422-10-300-001-0-532 ~~619/664~~

Requisition Total: $10,558.05 Requisition Number: 00268666

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Tommy Vreshe	1-9-15

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	1/16/15

(4) IT DEPARTMENT ONLY:

Service Type Codes: America's Choice II 1000 Share Email & Data @ 74.99 + 5.00 tx fees

950-289-3873 iPhone 5C 8GB

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☒ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☒ Other: IPhone	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use (Employee): Victor Ramirez Employee ID# 20103 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1 956-289-3857

Service: $ 74.99 /mo (x) 12 months = 899.88 Account: 5-1100-422-10-300-001 -0-532

Service: $ 5.00 /mo (x) 12 months = 60.00 Account: 5-1100-422-10-300-001-0-532 ~~-619/664~~

Requisition Total: $ 10,558.05 Requisition Number: 00268666

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

[signature] Tommy Uresk 1-9-15

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 1/16/15

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 1000 Share Email & Data @ 74.99 + 5.00 taxes/fees.
956-289-3857 iPhone 5c 8GB

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☒ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☒ Other: Iphone	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Kyle Pulley Employee ID# 203742 Signature: KP

Department: Fire Marshal Dept#: 300

Quantity: 1 956-929-6497

Service: $ 74.99 /mo (x) 12 months = 899.88 Account: 5-1100-422-10-300-001-0-532

Service: $ 5.00 /mo (x) 12 months = 60.00 Account: 5-1100-422-10-300-001-0-~~532~~ ~~619/664~~

Requisition Total: $ 10,558.05 Requisition Number: 00268666

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Tommy Uresti	1-9-15

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	1/16/15

(4) IT DEPARTMENT ONLY:

Service Type Codes: America's Choice II 1000 Share Email & Data @ 74.99 +5.00 4x/Res 956-929-6497 iPhone 5C 8GB.

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☒ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☒ Other: Iphone	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Medardo Villarreal Employee ID# 20254 Signature: [signature]

Department: Fire Marshal Dept#: 360

Quantity: 1 956-929-6675

Service: $74.99 /mo (x) 12 months = $899.98 Account: 5-1100-422.10-300-001-0532

Service: $5.00 /mo (x) 12 months = 60.00 Account: 5-1100-422-10-300-001-0-~~532~~ ~~619/664~~

Requisition Total: $ 10,558.05 Requisition Number: 0026826666

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months =_____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

[signature] Tommy Uresti 1-9-15

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 1/16/15

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: America's Choice II 1000 Share Email & Data @ 74.99 + 5.00 Fees
956-929-6675 iPhone 5C 8GB

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☒ Individual	Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☒ Other: iPhone	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / (Employee): John Franz Employee ID# 201073 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1 956-393-1848

Service: $74.99 /mo (x) 12 months = 899.98 Account: 5-1100-422-10-300-001-0532

Service: $5.00 /mo (x) 12 months = 60.00 Account: 5-1100-422-10-300-001-0~~619/664~~532

Requisition Total: $10,558.05 Requisition Number: 00268666

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

[signature] Tommy Uresti 1-9-15

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 1/16/15

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: America's Choice II 1000 Share Email & Data @ $74.99 + 5.00 taxes/fees
956-393-1848 iPhone 5c 8GB

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☒ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☒ Other: Iphone	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use (Employee): Juan Martinez Employee ID# 138126 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1 956-239-1180

Service: $ 74.99 /mo (x) 3 months = 224.97 Account: 5-1100-422-10-300-001-0-532

Service: $ 5.00 /mo (x) 3 months = 15.00 Account: 5-1100-422-10-300-001-0-~~532~~ -619/664

Requisition Total: 10,558.05 Requisition Number: 00268 6666

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

[signature]	Tommy Uresti	2-12-15
Signature	Print Name	Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature]	Valdeguerra	2/20/15
Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice 11 1000 Share Email & Data @ 74.99+ 956-239-1180 iPhone 5c 8GB $500 taxes/fees

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2

Revised: 03/09/2011

Employee Name:	Employee ID:	MDN:	Description:
Office Use	N/A	956-342-2607	VW MiFi 6620
Office Use	N/A	956-342-4102	VW 4G LTE USB-Modem 551L
Office Use	N/A	956-342-3707	VW MiFi 6620
Juan Martinez	138126	956-342-3895	VW 4G LTE USB-Modem 551L
Tommy Ureste	126403	956-342-3889	VW 4G LTE USB-Modem 551L
Eric Sanchez	193593	956-342-2162	VW MiFi 6620
Victor Ramirez	201103	956-342-2165	VW MiFi 6620
Medardo Villarreal	202541	956-342-3939	VW MiFi 6620
John Franz	201073	956-929-2652	VW MiFi 6620
Kyle Pulley	203742	956-342-3675	VW MiFi 6620
Tommy Ureste	126403	956-227-7024	iPhone 5C 8GB
Eric Sanchez	193593	956-289-3873	iPhone 5C 8GB
Victor Ramirez	201103	956-289-3857	iPhone 5C 8GB
Kyle Pulley	203742	956-929-6497	iPhone 5C 8GB
Medardo Villarreal	202541	956-929-6675	iPhone 5C 8GB
John Franz	201073	956-393-1848	iPhone 5C 8GB
Juan Martinez	138126	956-239-1180	iPhone 5C 8GB

AI-49184 **IT Department** **16. B.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Requesting approval of the following claims/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor. Verizon Southwest $1,154.03 Account 5-1200-431-00-121-004-0-531

BACKGROUND

Account 956 973-7800 was closed back in 2013 and they credited Account 956 968-3423. Verizon later sent a check in the amount of $1,154.03 which was turned in to the Treasurer Department Receipt No: 170783.

Verizon reviewed this account and the credit was taken twice and now leaving a balance of $1,154.03

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-121-004-0-531

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

BUDGETARY IMPACT:

Funding available as of 4-9-15

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/08/2015 04:52 PM
Manuel Chapa	Manuel Chapa	04/10/2015 10:43 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Edna Kirby		Started On: 04/06/2015 10:39 AM
Final Approval Date: 04/24/2015		

Telephone Number : 956 973-7800 040811
Account Number: 10 5492 2882678665 00
How to Reach Us : See page 2

HIDALGO COUNTY PRECINCT 1

Account Summary

Previous Charges	
No Payment Received	.00
Adjustments	1,154.03
Past Due Charges (please pay now)	**$ 1,154.03**
New Charges	
Total New Charges Due	**$ .00**
Total Due	**$ 1,154.03**

Please pay upon receipt

- FINAL BILL -
This Final Bill may have already been referred to an outside collection agency.
Pay your bill online at Verizon.com/payfinalbill. To avoid referral to an outside collection agency, the full amount is due upon receipt.

We Value Your Business

If you are a business with 19 or less employees, as a valued customer we're here to help you. Call 1-888-284-5604, together we'll evaluate your current needs and find new ways to save you money on phone, Internet and TV bundles. We appreciate your business and want you to stay with us.

Invoice Received By:
Edna Kuley On 3/18/15
Goods/services Received By:
_____ On _____
Acct.# 5-1200-431-00-121-0004-0-531
PO# _____

Mail Payments To:
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

Change of billing address?
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2882678665 00
New Charges Due: Pay upon receipt
Total Due: $ 1,154.03

210*HBRDA1
00058087 0000293227
10-TX 5492
9569737800 20040811

121613

Amount Paid :
$ _____

00001698 01 MB 0.405 0008 F
HIDALGO COUNTY PRECINCT 1
ATTN:IT DEPT
POBOX 207
EDINBURG TX 78540-0207

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

10 5492 2882678665 00N00000115403 00000115403 00

How to Reach Us

Billing Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Order Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Online billing and payment	enterprisecenter.verizon.com		24 hours a day
Repair	enterprisecenter.verizon.com	1-888-875-4144	24 hours a day
Pay By Phone Service*	(third party fee applies)	1-800-345-6563	24 hours a day
Payment Arrangements		1-800-440-8052	7:00am-6:00pm CST M-F

* Pay by Phone Service - This service is optional and provided by an independent third party vendor for a fee.

For Your Information

Previous Payments
If you sent a payment that we did not receive in time to be reflected on this bill, please deduct that amount before sending payment. To check whether your payment has been received, call the Billing Questions number above.

Returned Payment
If your payment is returned for any reason, Verizon will resubmit it electronically. A charge may apply for each payment returned.

Past Due Amounts
The due date on your bill only applies to New Charges. Any past due amount should be paid immediately.

Service Suspension for Non-Payment
Based on state regulatory and notice requirements, once your bill is past due, some or all of your service may be suspended. Charges may apply to suspend and reconnect service. A deposit to reestablish service may also be required.

TX Slamming & Cramming
If you think you have been slammed, (your long distance service switched without your permission) or crammed (charged for services that you did not authorize), please contact us. if we do not resolve your problem, you may write the Public Utility Commission of Texas, c/o Office of Consumer Protection, PO Box 13326, Austin, TX 78711-3326, email at (customer@puc.state.tx.us) or call 512-936-7120 (toll free in Texas 1-888-782-8477). TTY service available on 512-936-7136.

Consumer Information
For important consumer information see the Customer Guide in your Verizon White pages.

BILLING ADJUSTMENTS

1 Nov 25	Balance transferred		1,154.03
Adjustment(s) applied to previous charges.		**Total**	**$ 1,154.03**

For Your Information

Customer Proprietary Network Information (CPNI) Notice

CPNI is information that relates to the type, quantity, destination, technical configuration, location, amount of use, and billing information of your telecommunications or interconnected VoIP services. This information is made available to us solely by virtue of our relationship with you. The protection of your information is important to us. Under federal law, you have a right, and we have a duty, to protect the confidentiality of your CPNI.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. Verizon offers a full range of services such as video, wireless, Internet, and long distance. Visit verizon.com for a complete listing of our services and companies.

You may choose not to have your CPNI used for the marketing purposes described above by calling us anytime at 1-866-483-9700. When you call, please have your bill and account number available. Your decision about use of your CPNI doesn't affect our provision of services to you nor eliminate all Verizon marketing contacts.

Unless you call us at the number above, Verizon may use your CPNI to market different types of services beginning 30 days after the first time we notify you of the CPNI policy described above. You may elect at any time to add or remove a restriction on the use of your CPNI. Your choice remains valid until you change your election by calling the number above.

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AI-49410 **Urban County** **17. A.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Public hearing regarding the FY 2015-2016 Hidalgo County Urban County Program's One Year Action Plan for Year (28).

BACKGROUND

The Annual Action Plan for Year 2015-2016 is based on a budget of $9,539,049.00. The allocation is as follows:

$7,313,254.00 (CDBG)
$1,550,040.00 (HOME)
$ 675,755.00 (Emergency Solutions Grant-ESG)
$9,539,049.00 :Total

A draft copy of the Annual Workplan was made available for public review at the Urban County Program office and County website for a thirty-day comment period beginning on March 23, 2015 and ending on April 23, 2015. All comments received will be noted in the final work plans submitted to HUD.

Fiscal Impact

Attachments

Attachment 1
ATT 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/23/2015 08:10 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Sandra Regalado Started On: 04/22/2015 09:14 AM
Final Approval Date: 04/24/2015

HIDALGO URBAN COUNTY PROGRAM
2015 ANNUAL ACTION PLAN
PUBLIC HEARING NOTICE

In compliance with the Consolidated Plan for Community Planning & Development (CDBG, HOME, ESG), **Hidalgo County** will conduct a public hearing to solicit input from interested parties on the **County's** needs and priorities for the 2015 Urban County Program Annual Action Plan Year 2015/2016.

The overall goals for the Consolidated Plan are to strengthen and extend partnerships with jurisdictions all levels of local government and the private sector, including profit and nonprofit organizations, to enable them to provide decent housing, to establish and maintain a suitable living environment, and to expand economic opportunities for every citizen, particularly for very low income persons.
The public hearing will be held on **(TUESDAY), (APRIL 28, 2015)** at **(9:30 A.M.)** at the following location:

HIDALGO COUNTY COMMISSIONER'S COURT
415 WEST UNIVERSITY DRIVE
EDINBURG, TEXAS 78539

The **County's** anticipated allocation is **($9,539,049.00) for Program Year 28.** Listed below is a partial listing of eligible activities.

Public Facilities Needs
- Senior Centers
- Youth Centers
- Neighborhood Facilities
- Parks and Recreation Facilities
- Health Facilities
- Child Care Facilities
- Parking Facilities

Infrastructure Improvement Needs
- Flood Drain Improvements
- Water Improvements
- Sewer Improvements
- Street Improvements

Public Service Needs
- Senior Services
- Handicapped Services
- Youth Services
- Child Care Services

Accessibility

Economic Development Needs
- Technical Assistance

Lead-Based Paint/Hazard Abatement

Code Enforcement

Emergency Shelter Needs

Housing Needs

Community Planning

Program Administration

Accommodations for individuals with handicaps shall be provided upon request.

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

For more information, please come by our office or call **(956) (787-8127).** Written comments can be forwarded to:

DIANA R. SERNA, UCP DIRECTOR
URBAN COUNTY PROGRAM OFFICE
427 E. DURANTA AVENUE, SUITE 107
ALAMO, TEXAS 78516

AVISO DE AUDENCIA PUBLICA
Plan Consolidado 2015
PROGRAMA URBANO DEL CONDADO DE HIDALGO

En cumplimiento con el Plan Consolidado para la Planificación y Desarrollo Comunitario (CDBG), **el Condado de Hidalgo** llevará a cabo una audiencia pública para solicitar la opinión de las partes interesadas en las necesidades del condado bajo el Programa Urbano del Condado de Hidalgo, del año fiscal 28 (2015-2016).

Los objetivos generales del Plan Consolidado son el fortalecimiento de las asociaciones con jurisdicción a fin de ampliar y fortalecer las alianzas entre todos los niveles del gobierno local y el sector privado, incluidas las organizaciones sin fines de lucro y, a fin de que puedan proporcionar una vivienda digna, para establecer y mantener una vida adecuada en el medio ambiente, y para ampliar las oportunidades económicas para todos los ciudadanos, en particular para las personas con ingresos muy bajos.

La audiencia pública se llevará a cabo el **Martes, 28 de abril del 2015 a las 9:30 A.M.** en la siguiente ubicación:

Corte de Commisionados del Condado De Hidalgo
415 WEST UNIVERSITY DRIVE
EDINBURG, TEXAS 78539

El Condado anticipa una asignación de **$9,539,049.00** para el año 2015. A continuación se muestra una lista parcial de las actividades eligibles.

Necesidades de establecimientos públicos
- Centros para personas de la tercera edad
- Centros para jóvenes
- Instalaciones del vecindario
- Instalaciones de parques y recreación
- Instalaciones de salud
- Instalaciones para el cuidado de niños
- Instalaciones de estacionamiento

Necesidades de mejoras de infraestructura
- Mejoras de drenaje de inundaciones
- Mejoras de agua
- Mejoras de alcantarillado
- Mejoras de calles

Necesidades de Servicios Públicos
- Servicios para personas de tercera edad
- Servicios para discapacitados
- Servicios para jóvenes
- Servicios de cuidado infantil

Accesibilidad

Necesidades de desarrollo económico
- Asistencia Técnica

Pintura con base de plomo / Reducción de Riesgos

Aplicación del código

Necesidades de vivienda de emergencia

Necesidades de vivienda

Planificación de la Comunidad

Administración del Programa

Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Para obtener más información, por favor venga a nuestra oficina o llame al **(956) 787-8127**. Los comentarios escritos pueden enviarse a:

DIANA R. SERNA, UCP DIRECTOR
URBAN COUNTY PROGRAM OFFICE
427 E. DURANTA AVENUE, SUITE 107
ALAMO, TEXAS 78516

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015 WORKPLAN NARRATIVES

2015	ALAMO	$ 255,727.00
03K **Environmental Assessment** **58.36**	**STREET IMPROVEMENTS:** Project consists of the reconstruction and widening of Crockett Avenue to include but not limited to adjacent/abutting streets within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing fees, etc. Location: Crockett Ave. (west of 13th St. to Cesar Chavez Road) Alamo, TX Census Data: 220.03 (3) 51.89% LMI Beneficiaries: 1455	**$243,322.00** **-$17,595.00** **$225,727.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL)** **– BOYS & GIRLS CLUB OF ALAMO / SAN JUAN** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to the youth 4-18 years of age and purchase of minor recreational equipment / supplies. Activities include sports programs, fitness, arts/crafts, health and life skills to develop character and leadership skills. Services will be provided during and after school. Location of service: 501 N. 13th Street, Alamo, Texas Beneficiaries: 320	**$30,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	ALTON	$255,727.00
21A **Exempt** **58.34(a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements included but not limited to advertisements, postings, coordinating project activities and related eligible activities. Location: 509 South Alton Blvd, Alton Texas 78573	**$5,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES** Funds will be utilized to provide direct services to the elderly of the community by reimbursing the salary and fringe benefits of the van driver who transports the elderly to and from home to medical facilities, delivery of meals to 10+ homes in Alton when the elderly are unable to attend the center and to pick up seniors at their homes in the morning and drop them off in the afternoon. Location: Senior Center – 289 W Dawes Ave, Alton TX 78573 Census Data: 241.04 & 241.05 Beneficiaries: 50	**$15,000.00** **-$5,000.00** **$10,000.00**
19F **Exempt** **58.34 (a)(4)**	**NEIGHBORHOOD FACILITY – REPAYMENT OF SECTION 108 LOAN PRINCIPAL** Funds will be utilized to make payment on a Section 108 loan for a multi-purpose community facility with community services. Location: 349 West Dawes Ave.; Alton, TX Census Data: 241.04 (02,03) 241.05 (02,03,04) 241.06(01), 241.02 (01) Beneficiaries: 5,235	**221,225.00**
03O **Cat. Not Subj to** **58.35 (b)(3)**	**FIRE STATION/EQUIPMENT** Project consists of the purchase of fire fighting equipment for the volunteer fire department such as, but not limited to, CMC Rope Rescue Team Kit & Urban Search and Rescue Cribbing / Wedge Kit. Location: 105 West Dawes Blvd., Alton Texas 78573 Census Data: 241.04 (02,03) 241.05 (02,03,04) 241.06(01), 241.02 (01) Beneficiaries: 11730	**$22,097.00** **-$12,595.00** **$9,502.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	ALTON	Continue
05E Exempt 58.34(a)(4)	**TRANSPORTATION SERVICES – LRGVDC RIO METRO** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to the residents of the City of Alton. These funds will be utilized as part of a county-wide project benefit. Location of services: Alton City Limit area; Lower Rio Grande Valley Development Council Office located at 301 West Railroad, Weslaco, Texas 78596. Census Data: 241.05 BG 01-04 241.06 (01) 0241.09 (01) 0241.13 (1) Beneficiaries: 11730	**$5,000.00**
05A Exempt 58.34(a)(4)	**SENIOR SERVICES - SENIOR COMMUNITY OUTREACH SERVICES** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older) chronically and terminally ill or disabled. Location: Main Senior Community Outreach Office – 840 W. Austin Avenue Alamo, TX. Beneficiaries: 20 Elderly	**$5,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	DONNA	$255,727.00
03K **Exempt** **58.34 (a) (11)**	**STREET IMPROVEMENTS** Project consists of the Certificates of Obligation bond payment for street improvements previously completed. LOCATION: City wide project CENSUS DATA: 221.04 (01-02), 221.03(01-03), 221.05(01-02), 222.01 (01-03), 222.03 (01-03), 221.06 (01-02) BENEFICIARIES: 21235 Leveraged Funding: $68,812.80- Debt Service General Fund.	**$ 258,868.00** **-$3,141.00** **255,727.00**
05E **Exempt**	~~**TRANSPORTATION SERVICES-LRGVDC-VALEY METRO**~~ ~~Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro Transportation System who provide public transportation services to the residents of the City of Donna. These funds will be utilized as part of a county-wide project benefit.~~ ~~Location of services: City of Donna Bus Stops;~~ ~~Main office located: 311 N. 15th Street McAllen, Tx~~ ~~Beneficiaries: 8096 (LMA)~~ ~~Leverage Funding: $20,000.00- FTA JARC Funds~~	~~**$14,454.00**~~ ~~**-$14,454.00**~~ ~~**0.00**~~

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	EDCOUCH	$255.727.00
21A **Exempt** **58.34 (a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: 211 West Southern Avenue, Edcouch, Texas 78538	**$4,000.00**
03F **Environmental Assessment**	**PARKS, RECREATIONAL FACILITIES IMPROVEMENTS (Bell Park)** Project consists of but is not limited to the construction of a bathroom facility, water fountain, walking trail (asphalt), expansion and reconstruction of the parking lot with striping, purchase and installation of basketball board(s) with line paint, BBQ pits, fencing, picnic tables with structure covers, sand volleyball court and playground equipment with loose fill rubber mulch and plastic timbers. Project will also include expenses for professional engineering services, material testing, advertisements and any related appurtenances as they pertain to project completion. Location: Bell Park: 312 Adkins Ave., Edcouch, TX Census Data: 245 (2) 2,100 52% LMI Beneficiaries: Public Facility 1	**$213,922.00** - **$17,595.00** **$196,327.00**
03F **Cat. Excl. Subj. to:** **58.35 (a) (1)**	**PARKS, RECREATIONAL FACILITIES IMPROVEMENTS (P. Salazar Park)** Project consists of the purchase and installation of a basketball board(s), line paint, BBQ pits, picnic tables and playground equipment, loose fill rubber mulch and plastic timbers. **Location:** 204 Victoria St., Edcouch, TX. Census Data: 245 (1) 2,185 82.84% Beneficiaries: Public Facility 1	**$27,600.00**
03F **03F** **Cat. Excl. Subj. to:** **58.35 (a) (1)**	**PARKS, RECREATIONAL FACILITIES IMPROVEMENTS (Sgt, J. Rodriguez Pavilion Park)** Project consists of the purchase and installation of BBQ Pit, fencing, picnic tables with structure covers and playground equipment with loose fill rubber mulch and plastic timbers. **Location:** 313 Southern Ave., Edcouch, TX Census Data: 245 (1) 2,185 82.84% Beneficiaries: Public Facility 1	**$27,800.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	ELSA	$255,727.00
21A **Exempt** **58.34 (a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: 102 South Diana St., Elsa, TX 78543	**$3,000.00**
03K **Environmental Assessment** **58.36** **8 step**	**STREET IMPROVEMENTS** Project consists of the reconstruction of several streets (Fannin, Carlos Arispe, Joe Medina, and Third Street) including but not limited to adjacent/abutting streets within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing fees, etc. Locations: 1) Fannin (From Highway 107 to Ciro Casares = 2580 ft.) 2) Carlos Arispe (From Highway 107 to VFW Street = 1025 ft.) 3) Joe Medina (From Highway to VFW Street = 1376 ft.) 4) Third Street (From Austin to FM 88 = 1915 ft.) Census Data: 244.03 (1-2) 69% LMI Beneficiaries**:** 4,845	**$233,822.00** - **$17,595.00** **$216,227.00**
05 **Exempt** **58.34 (a) (4)**	**PUBLIC SERVICE (GENERAL) –RGV Food Bank** Project expenditures include the reimbursement of expenses related to the purchase of food distributed by the Elsa Housing Food Pantry to Elsa Residents. Location: Elsa Housing Food Pantry 306 West 3rd Avenue, Elsa TX 78543, RGV Food Bank at Beneficiaries: 350	**$10,000.00**
05A **Exempt** **58.34 (a) (4)**	**SENIOR SERVICES- Amigos del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years or older) residents within the City of Elsa city limits. Location: 505 N. Hidalgo Street, Elsa, Texas 78543 Beneficiaries: 12	**$10,000.00**
05M **Exempt** **58.34 (A)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, and other related medical services provided to children and adults in the Delta Area and students enrolled in the Edcouch-Elsa ISD. Location of service: Nuestra Clinica Del Valle – 1200 E. Santa Rosa, Edcouch, TX 78538 Beneficiaries: 125	**$15,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	ELSA	Continue
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL)- Girl Scouts of Greater South Texas.** Project expenditures will be utilized for the reimbursement of Membership dues for LMI girls 4-18 years of age within the City of Elsa. Location of Services: Elementary Schools within the City of Elsa. Beneficiaries: 100	**$1,500.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	GRANJENO	$255,727.00
21A Exempt 58.34(a)(3)	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements included but not limited to advertisements, postings, coordinating project activities and related eligible activities. Location: Granjeno City Hall 6603 S. FM 494 Granjeno, TX 78572	**$3,000.00**
03F Environmental Assessment	**PARKS, RECREATIONAL FACILITIES** Project consists of the continued development and construction of Granjeno Park- to include the construction of a vented hexagon canopy with electrical outlets, kiosk square single post, basketball court, sand volleyball court, purchase and installation of exercise and fitness work out stations and the purchase and installation of park equipment (to include but not limited to a playscape, swing set, plastic timber, surfacing material, picnic tables, benches, litter receptacles, and related equipment). Project will also include advertisements, professional service fees, material testing fees, surveying services, and related appurtenances as they pertain to project completion. Location: 6607 South FM 494 Granjeno Texas Census Data: 213.01 BG 03 – 74% LMI Beneficiaries: 1 Facility (6590-people)	**$270,322.00** - **$17,595.00** **$252,727.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	HIDALGO	$255,727.00
21A Exempt	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements included but not limited to advertisements, postings, coordinating project activities and related eligible activities.	**$3,000.00**
03F Environmental Assessment 58.36	**PARKS, RECREATIONAL FACILITY IMPROVEMENTS** Project consists of the purchase and installation of a water splash pad at Hidalgo Memorial Park including but not limited to professional engineering/architectural services, material testing services, advertisement and related appurtenances as they pertain to project completion. Location: Hidalgo Memorial Park – 200 Judy Drive, Hidalgo, Texas Census Data: 213.04 BG 01-2 – 55% LMI Beneficiaries: 1 Facility-(3350 people)	**$270,322.00** - **$17,595.00** **$252,727.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	LA JOYA	$255,727.00
21A **Exempt** **58.34(a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements included but not limited to advertisements, postings, coordinating project activities and related eligible activities. Location: La Joya City Hall 101 N Leo Avenue, La Joya, Texas 78560	**$2,500.00**
03O **Cat Excluded** **NOT subj, to:** **58.35 (b) 3**	**FIRE STATION/EQUIPMENT** Funds will be utilized for the purchase of fire protection equipment including but not limited to radio equipment and bunker gear. Location: 625 E. Expressway 83, La Joya, Texas. Census Data: 0242.03 (01-02) 0242.05 (01-03) 54% LMI Beneficiaries:12,250	**$20,000.00**
03K **Cat Excluded** **NOT subj, to:** **58.35 (b) 7**	**STREET IMPROVEMENTS** Project consists of funding for the re-paving of several streets (6th through 10th from Reyna-Farias to Leo Street), including but not limited to adjacent/abutting streets within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing fees, etc. Location: 6th thru 10th Street (from Reyna-Farias to Leo Street) Census Data: 242.05 60% LMI Beneficiaries: 7870	**$185,822.00** **+10.00** **185,832.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES (La Joya Senior Center)** Project expenditures include salary reimbursement for senior service employees including but not limited to a Van Driver, Kitchen Aide, Center Aide I, Center Aide II, and swimming instructor for services provided to the elderly 62 years of age or older. Services will include water aerobics instruction to enhance physical activity. Location: Senior Citizen Center 920 South Leo Ave, La Joya TX 78560 Beneficiaries: 100	**$35,000.00** - **$12,605.00** **$22,395.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) (La Joya Youth Center)** Project expenditures include reimbursement of salaries for direct services provided by the director and staff. Purchase of equipment to include but not limited to baseball, soccer, cheer, dance, after school mentorship, swimming lessons, football, arts, and a craft instruction course benefiting the youth 4-18 years of age within the community of La Joya. Location: Youth Facility – 604 Solomon Chapa, La Joya, Texas 78560 Beneficiaries: 100	**$30,000.00** **-5,000.00** **25,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	LA VILLA	$ 255,727.00
21A **Exempt** **58.34 (a) (3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements included but not limited to advertisements, postings, coordinating project activities and related eligible activities. Location: 916 Mike Chapa Street, La Villa, Texas 78562	**$3,000.00**
03J **Cat. Excl.** **Not Subj. to:** **58.35 (b) (7)**	**WATER/SEWER IMPROVEMENTS** Project will consist of the continuation to the 2014 Water/Sewer Improvements project for the construction of a 200,000 gallon storage tank, but not limited to High Service Pumps, piping and connectivity, inclusion to the existing SCADA system. Will also include professional service fees, geo-technical and construction material testing and any related appurtenances as it pertains to the project completion. Location: Southeast Corner of LCS Prison and Hwy 107, La Villa, TX Census Data: 0246.00 (02) Beneficiaries: 1,270 (68.47% LMI)	**$225,322.00** - **$7,595.00** **$ 217,727.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – RGV Food Bank** Project expenditures include the reimbursement of expenses related to the purchase of food distributed by Iglesia Rosa de Saron to La Villa residents. Location of service: La Villa Youth Center – 302 West 2nd Street, La Villa, TX Beneficiaries: 1275	**$15,000.00**
05E **Exempt** **58.34 (A)(4)**	**TRANSPORTATION SERVICES –LRGVDC Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to the residents of the City of La Villa. These funds will be utilized as part of a county-wide project benefit. Location of services: La Villa area; 301 W. Railroad, Weslaco, TX.,78596. Census Data: 0246.00 (02) Beneficiaries: 1,270 (68.47% LMI)	**$10,000.00**
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL) - La Villa Youth Center** Funding will be utilized to purchase computer instructional software, library books, activity board games, book shelves and other related instructional/library materials for the growth and development of the children. Location: La Villa Youth Center 302 West 2nd St., La Villa, Beneficiaries: 350	**$20,000.00** - **$10,000.00** **$10,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	MERCEDES	$ 255,727.00
21A **Exempt** **58.34 (a) (3)**	**GENERAL PROGRAM ADMINISTRATION-** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: 400 S. Ohio Ave., Mercedes, Texas 78570	**$1,800.00**
03K **Exempt** **58.34 (a) (11)**	**STREET IMPROVEMENTS** – Bond Payment – Project consists of the payment of a Bond for the previous construction of streets throughout the city. Census Data: 229.00 (1-4), 230.00 (1,2,4) 231.02 (1-2), 231.03 (1-2), 231.04 (1-3) Beneficiaries: 26,805 (67%LMI) Leverage funding: Enterprise Fund: $145,257.00; General Fund: $116,566.00; MEDC Fund: $65,346.00	**$145,257.00**
03O **Cat. Excl.** **Not Subj. to:** **58.35 (b) (3)**	**FIRE STATION/EQUIPMENT** Project consists of the purchase of firefighting equipment for the fire suppressions team such as, but not limited to, fire hoses. Location: 105 North Ohio Avenue, Mercedes, Texas. Census Data: 229.00 (1-4), 230.00 (1,2,4) 231.02 (1-2), 231.03 (1-2), 231.04 (1-3) 61% Beneficiaries: 1 Facility: 26,805	**$10,000.00**
03F **Cat. Excl.** **Subj. to:** **58.35 (a) (1)**	**PARKS, RECREATIONAL FACILITY IMPROVEMENTS** Project consists of the purchase and installation of park equipment including but not limited to swings, slides, picnic tables and playscape(s) and all related appurtenances as they pertain to project completion. Locations: 1) Saladino Park: Patricia Ave. & East Liberty Drive; 2) Goza Park (Melton Park No. 2 on Melton Park Drive & Carlos Lane) Census Data: 229.00 (1-4), 230.00 (1,2,4) 231.02 (1-2), 231.03 (1-2), 231.04 (1-3) Beneficiaries: 26,805 (67%LMI) Public Facilities (2)	**$56,265.00** - **$17,595.00** **$38,670.00**
05 **Cat. Excl.** **Not Subj. to:** **58.35 (b) (3)**	**PUBLIC SERVICES (GENERAL) Library** Project consists of the purchase of minor equipment, furnishings and/or supplies for the library to assist with providing services. Location: 410 S. Ohio Street, Mercedes, Texas Census Data: 229.00 (1-4), 230.00 (1,2,4) 231.02 (1-2), 231.03 (1-2), 231.04 (1-3) Beneficiaries: 26,805 (67%LMI)	**$13,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	MERCEDES	Continue
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICE (GENERAL)- Mercedes Recreational Center** Funding will be utilized to purchase equipment and/or supplies including but not limited to recreation game room & gym activities, arts & crafts/library room, computer room, and sports for the growth and development of the children. Location of service: 1.) Mercedes Recreational Centers – 701 Mathis Avenue, Mercedes, TX and; 2.) 2023 N. Washington, Mercedes, TX Beneficiaries: 479	**$9,000.00**
05A **Exempt** **58.34 (a) (4)**	**SENIOR SERVICES- Amigos Del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years or older) residents within the City of Mercedes city limits. Location of service: Senior Center – 332 E. 5th Street, Mercedes, TX; Beneficiaries: 12	**$12,500.00**
05N **Exempt** **58.34 (A)(4)**	**ABUSED & NEGLECTED CHILDREN – Children's Advocacy Center** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of the City of Mercedes. Location of services: CAC office – 525 W. Wisconsin Rd, Edinburg, TX Beneficiaries: 62	**$5,000.00**
05M **Exempt** **58.34 (A)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, and other related medical services provided to children and adults in the City of Mercedes area. Location of service: Nuestra Clinica Del Valle – 1500 First Street, Mercedes, TX Beneficiaries: 125	**$13,000.00**
05A **Exempt** **58.34(a)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older) chronically and terminally ill or disabled within the City of Mercedes. Location: Main Senior Community Outreach Office – 840 W. Austin Ave Alamo, TX. Beneficiaries: 18 Elderly	**$7,500.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	**PALMHURST**	**$0.00**
	NO WORKPLAN SUBMITTED Funds will be forfeited to Urban County Program Common Fund	

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PALMVIEW	$255,727.00
21A **Exempt** **58.34 (a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements included but not limited to advertisements, postings, coordinating project activities and related eligible activities. Location: Palmview City Hall, 400 W. Veterans Blvd. Palmview, TX	**$5,000.00**
03F **Environmental Assessment**	**PFI-PARKS, RECREATIONAL FACILITY IMPROVEMENTS** Project consists of the complete development of a new neighborhood park to include but not limited to the purchase and installation of park playground equipment, slides, swings and related recreational equipment. It will also include a walking/running trail, small basketball pavilion, bathroom facilities, sidewalks, small BBQ pit areas with covered benches and tables combos, parking lot area, lighting, irrigation system, landscaping, professional engineering/architectural services, advertisements, material testing services and all related appurtenances as they pertain to project completion. Location: 215 Showers Road Census Data: 242.05 (01) 66.81% Beneficiaries:3555	**$268,322.00** - **$17,595.00** **$250,727.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PEÑITAS	$255,727.00
21A **Exempt** **58.34(a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements included but not limited to advertisements, postings, coordinating project activities and related eligible activities. Location: Peñitas City Hall, South FM 1427, Peñitas, TX	**$3,322.00** - **$322.00** **$3,000.00**
03K **Environmental Assessment**	**STREET IMPROVEMENTS** Project consists of the new construction of La Mesquite Avenue, including surrounding and abutting streets. Project includes installation of drainage lines, inlets, sidewalks, water line replacement with hydrants, professional services, material testing fees, and advertisement fees as they pertain to project completion. Location: Mesquite Avenue, Penitas, Texas 78576 Census Data: 242.05 (01-03) Beneficiaries: 4750 71% LMI	**$270,000.00** - **$17,273.00** **$252,727.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PROGRESO	$255,727.00
03K **Environmental Assessment 58.36**	**STREET IMPROVEMENTS** Funds will be utilized for a multi-year funded project calling for the new construction of various streets (Baker Rd, Baker Dr., Miracle Road, and Hidalgo St.) including but not limited to adjacent/abutting streets within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing fees, etc. Location: Two portions of Baker Road, one of Miracle Road and Hidalgo St. Baker Drive (from FM 1015 to Catarina Street) 2) Baker Drive (from Arroyo Street to Gonzalez Road, 3) Miracle Road (from Catarina Road to end of road going west), Hidalgo St (from Shelby St, North to Malone St.) Census Data: 228 (2-3) Beneficiaries: 4,435 (80% LMI)	**$233,322.00** - **$7,595.00** **$225,727.00**
03F **Environmental Assessment 58.36**	**PARKS, RECREATIONAL FACILITY IMP.** Project consists of the purchase and installation of playground and exercise equipment including all related engineering fees, material testing fees, and advertisements as they pertain to project completion. Location: Progreso City Park. Census Data: 0228.00 (01-03) Beneficiaries: 4,435 (80% LMI) Public Facility: 1	**$40,000.00** - **$10,000.00** **$ 30,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PROGRESO LAKES	
	NO WORKPLAN SUBMITTED Funds will be forfeited to Urban County Program Common Funds.	**$0.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	SAN JUAN	$283,695.00
21A **Exempt** **58.34(a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements included but not limited to advertisements, postings, coordinating project activities and related eligible activities. Location: San Juan City Hall-709 S Nebraska Ave, San Juan, TX 78589	**$3,000.00**
03K **Environmental Assessment**	**STREET IMPROVEMENTS** Project consists of the repaving of several streets (Iowa, 3rd and 4th) including but not limited to adjacent/abutting streets within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing, etc. Locations: Iowa Street (from 1st Street to Railroad), 3rd Street (from Kansas to Wyoming), and 4th Street (from Kansas to Wyoming). Census Data: 218.04 93% LMI Beneficiaries: 2195	**$268,028.00** - **$18,833.00** **$249,195.00**
05A **Exempt** **58.34(a)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older) chronically and terminally ill or disabled within the City of San Juan. Location: Main Senior Community Outreach Office – 840 W. Austin Ave Alamo, TX. Beneficiaries: 39	**$4,000.00**
05A **Exempt** **58.34(a)(4)**	**SENIOR SERVICES – Amigos Del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the city of San Juan. Nutritional Health Education will be a new service provided by staff. Location of service: San Juan Nutrition Center/Senior Center – 600 W. 1st Street, San Juan, TX; Beneficiaries: 12	**$10,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	SAN JUAN	Continue
05 **Exempt** **58.34(a)(4)**	**PUBLIC SERVICES (GENERAL) – B&G Club of Alamo / San Juan** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to the youth 4-18 years of age and the purchase of minor recreational equipment/supplies. Activities include sports programs, fitness, arts/crafts, health and life skills to develop character and leadership skills. The additional service of volleyball programs will be offered to members. Location: Alamo Unit – 501 N. 13th Street, Alamo, TX; and Soresen Elementary – 715 South Standard, San Juan, TX Beneficiaries: 88Youth	**$10,000.00**
05N **Exempt** **58.34(a)(4)**	**ABUSED & NEGLECTED CHILDREN – CASA of Hidalgo County** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff (Case Supervisor, Case Manager, etc) providing direct services to the youth consisting of coordination and observation of child visitations, interviews with appropriate parties, development of court reports and attendance at court hearings. Location: CASA Office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County Beneficiaries: 70	**$7,500.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	SULLIVAN CITY	$255,727.00
21A **Exempt** **58.34(a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements included but not limited to advertisements, postings, coordinating project activities and related eligible activities. Location: Sullivan City Hall – 500 Cenizo Sullivan City, Texas 78595	**$3,000.00**
03F **Cat. Excluded** **Not Subj. to** **58.36(b)(7)**	**PARKS, RECREATIONAL FACILITY IMP.** Project consists of the funding for the continued development of Sullivan City Park to include the purchase and installation, design and construction of a Splash Pad water activity area, benches, various play features, a recyclable water pond, related appurtenances, professional engineering services, advertisement fees, geotechnical and material testing fees, etc. Location 500 Cenizo Drive, Sullivan City, TX. Census Data: 242.01 BG 02 & 03 LEVERAGED FUNDING: TX. PARKS WILDLIFE $37,500.00 Beneficiaries: 7125 73%	**$260,322.00** - **$17,595.00** **$242,727.00**
05E **Exempt** **58.34(a)(4)**	**TRANSPORTATION SERVICES – Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to the residents of the City of Sullivan City. These funds will be utilized as part of a county-wide project benefit. Location of services: Sullivan City area; Lower Rio Grande Valley Development Council Office located at 301 W. Railroad, Weslaco, TX. Census Data: 242.01 (01 02 & 03) 69.75% (Place) Beneficiaries: 4000	**$10,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	WESLACO	$283,695.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements included but not limited to advertisements, postings, coordinating project activities and related eligible activities. Location: 255 S. Kansas Street.; Weslaco, TX	**$5,000.00**
03J **CE Subject to** **58.5(a) (1**	**WATER/SEWER IMPROVEMENTS** Project consists of funding for the replacement of water lines and related street resurfacing improvements at several alleys (Texas Blvd/Kansas Avenue, Kansas Avenue/Illinois Avenue, Iowa/Michigan Avenue, Iowa/Oregon Avenue) including but not limited to adjacent/abutting alleys within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing fees, etc. **Location:** Alley between Texas Blvd. and Kansas Ave. (from Buisness 83 to South Eighth St.); Alley between Kansas Ave. and Illinois Ave. (from Business 83 to Eighth St.); Alley Between Iowa Ave. and Michigan Ave. from Business 83 south to Sixth St.); Alley between Iowa Ave. and Oregon Ave. (from Seventh St. to Eighth St.) Census Data: 227.01 (01) Beneficiaries: 900 (53.83% LMI)	**$297,528.00** - **$18,833.00** **$278,695.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO. 1	$433,827.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: 1902 Joe Stephens Ave., Weslaco, TX 78596	**$5,000.00**
03K **Cat. Excl.** **Not Subj. to:** **58.35 (b) (7)**	**STREET IMPROVEMENTS** Project consists of Phase 2 of a multi-year project for the reconstruction of the Old La Blanca Road North from Mile 9 North to Mile 12 North, including but not limited to adjacent/abutting streets within the general vicinity, related appurtenances, engineering, geotechnical and material testing fees, etc. Location: Old La Blanca Rd from Mile 9 N. to Mile 12 N, Donna, TX Census Data: 221.04 (1-2) Beneficiaries: 8108 (62% LMI)	**$250,530.00** **- $25,484.00** **$225,046.00**
03F **CE Subject to** **58.5(a) (1)**	**PARK RECREATIONAL FACILITY – Heidelberg Park** Project consists of the purchase and installation of playground equipment. Location: Heidelberg located Park Palm Tree & Linden Street, Mercedes TX Census Data: 231.02 (1) Beneficiaries: 2,835 (85.54% LMI) Public Facility:1	**$20,000.00**
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL) – La Union Del Pueblo Entero** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribution of information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents within the Precinct No. 1 boundaries. Location of service: Office Location 1225 N FM 491 – Mercedes, TX & 7766 Mile 16 N – Edcouch, Texas TX Beneficiaries: 96	**$10,355.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO. 1	Continued
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL)- Girl Scouts of Greater South Texas** Project expenditures include reimbursement of membership fees, salaries, fringe benefits and mileage for staff providing direct services to the youth girls 4-18 years of age within the Precinct No. 1 boundaries. Location of Services: Elementary Schools within Precinct No. 1 Beneficiaries: 375	**$4,000.00**
05B **Exempt** **58.34 (A)(4)**	**HANDICAPPED SERVICES – C.A.M.P. University** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults in the County of Hidalgo boundaries (county wide) Location of service: Main Office: 1400 N. 10th St, McAllen, TX 78502 Beneficiaries: 3	**$6,500.00**
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL) – Open Hands Community Charitable Services.** Project expenditures include the reimbursement of the purchase of food for low-income families from the RGV Food Bank for the Open Hands agency and will also include a new service the purchase and distribution of shoes for low-income children residing within the Precinct No. 1 boundaries. Location of services: 301 S. 17th Street, Donna, Texas Beneficiaries: 1,700	**$17,500.00**
05M **Exempt** **58.34 (A)(4)**	**HEALTH SERVICES – Eater Seals Rio Grande Valley** Project expenditures include but not limited to the reimbursement of outpatient rehabilitation services; such as physical, occupational and speech-language therapy to uninsured adults and children residing in the Pct 1 area. Location of service: 1217 Houston Street, McAllen, Texas Beneficiaries: 10	**$8,000.00**
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL) – Mercedes Recreational Center** Project expenditures include reimbursement for the purchase of recreational equipment/supplies for the youth 4-18 years of age in the Precinct No. 1 boundaries. Location of service: Mercedes Recreational Center – 701 Mathis Avenue, Mercedes, TX Beneficiaries:855	**$8,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO. 1	Continued
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL) – B&G Club of Alamo/San Juan** Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services to the youth 4-18 years of age, and purchase of minor recreational equipment / supplies for the youth within the Precinct No. 1 boundaries. Location of service: 501 N. 13th Street, Alamo, Texas 78516 Beneficiaries: 150	**$8,000.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – B&G Club of Edinburg (Hargill)** Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services such as program coordinator(s), program leader(s) to include the purchase of recreational equipment/ supplies for the youth 4-18 years of age within the Precinct No. 1 boundaries. Location of service: Hargill Elementary 4th & Wilson St, Hargill, TX 78549 Beneficiaries: 75	**$8,000.00**
05A **Exempt** **58.34 (A)(4)**	**SENIOR SERVICES – Amigos Del Valle** Project expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 1 boundaries. Location of Services: 1116 N. Conway Avenue, Mission, Texas Beneficiaries: 12	**$8,000.00**
05A **Exempt** **58.34 (A)(4)**	**SENIOR SERVICES – Foster Grandparent Program** Project expenditures include reimbursement of salaries (stipends) and mileage for senior volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth of the Precinct No. 1 boundaries. Location of services: Margo Elementary – 1701 S. Bridge Street, Weslaco, TX; Weslaco Head Start I – 310 S. Kansas, Weslaco, TX; Memorial Elementary – 910 W. 18th Street, Weslaco, TX; Weslaco Head Start III – Mile 6 ½ & Exp. 83, Weslaco, TX; and other sites as designated Beneficiaries:12	**$8,000.00**
05A **Exempt** **58.34 (A)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within the Precinct No. 1 boundaries. Location of services: Main office – 840 W. Austin Ave, Alamo, TX; and surrounding Pct 1 area. Beneficiaries: 20	**$10,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO. 1	Continued
05E **Exempt** **58.34 (A)(4)**	**TRANSPORTATION SERVICES – Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to low income within Hidalgo County area. Location of services: Pct 1 area; 301 West Railroad, Weslaco, TX. 78596 Beneficiaries: 318,923 County Wide numbers.	**$21,000.00**
05G **Exempt** **58.34 (A)(4)**	**BATTERED & ABUSED SPOUSES – Mujeres Unidas/ Women Together** Project expenditures include but not limited to the reimbursement of salaries for staff providing direct services such as Intake clerk/receptionist, etc. Intake receptionist will answer hotline, conduct initial intake, and screen victims. Funds will provide shelter and crisis intervention services for victims of family violence and sexual assault. Location of services: Weslaco Satellite Center – 111 E. 5th Street, Weslaco, TX Beneficiaries: 300	**$8,000.00**
05M **Exempt** **58.34 (A)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, and other related medical services provided to children and adults in the Precinct No. 1 area. Location of service: Nuestra Clinica Del Valle – 1200 E. Santa Rosa, Edcouch, TX Beneficiaries: 117	**$8,000.00**
05N **Exempt** **58.34 (A)(4)**	**ABUSED & NEGLECTED CHILDREN – CASA of Hidalgo County** Project expenditures include reimbursement of salaries and fringe benefits for staff and volunteers providing direct services to the youth. Will also include reimbursement of mileage for volunteers providing direct services to the youth of Hidalgo County. County wide project. Location of services: CASA office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County Beneficiaries: 120	**$8,000.00**
05N **Exempt** **58.34 (A)(4)**	**ABUSED & NEGLECTED CHILDREN – Children's Advocacy Center** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of Hidalgo County. Location of services: CAC office – 525 W. Wisconsin Rd, Edinburg, TX 78539 Beneficiaries: 165	**$25,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO. 1	Continued
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICE (GENERAL) RGV Food Bank- (Edcouch Harvest Time Valley Church)** Project expenditures include the reimbursement of expenses for purchased food distributed by Edcouch Harvest Time Valley Church. Location of service: Edcouch – Harvest Time Valley Church: 612 E. Santa Rosa, Edcouch, TX; RGV Food Bank at 724 N. Cage Blvd, Pharr, Texas 78577. Beneficiaries: 435	**$8,713.00**
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICE (GENERAL) RGV Food Bank- (Delta Food Pantry)** Project expenditures include the reimbursement of expenses for purchased food distributed by the Elsa Housing Food Pantry for distribution to residents of the City of Elsa. Location: Elsa Housing Food Pantry 309 West 3rd Avenue, Elsa TX 78543, RGV Food Bank at 724 N. Cage Blvd, Pharr, Texas 78577. Beneficiaries: 350	**$8,713.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO. 2	$433,827.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. LOCATION: 300 W. Hall Acres Suite G, Pharr, TX 78577	**$5,000.00**
03 **Environmental Assessment** **58.36**	**PUBLIC FACILITY IMPROVEMENTS San Juan Youth Center** Project consists of the construction of a new youth center located within the City of San Juan, to include but not limited to related appurtenances such as professional engineering services, material testing fees and the purchase of materials as they relate to project completion. Location: San Juan CRS: 509 E. Earling Rd., San Juan, TX Census Data: 218.03 (1-2), 218.04 (1-3), 218.05 (1-3), 218.06 (1-3), 219.01 (1-4), 219.04 (1), 220.01 (1-5) Beneficiaries**:** 48,320 (56 % LMI)	**$293,113.00** **- $10,484.00** **$282,629.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – La Union del Pueblo Entero** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents within the Precinct No. 1 boundaries. Location of service: 1601 E. Business HWY 83, San Juan, TX Beneficiaries: 70	**$9,698.00**
05M	~~**HEALTH SERVICES- McAllen Pregnancy Center**~~ ~~Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, pregnancy test, ultrasounds, family assistance, referrals, adoption education.~~ ~~Location: 717 S. 12th St., Suite A, McAllen, Tx 78501~~ ~~Beneficiaries:~~	**$5,000.00** **- $5,000.00** **0.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO. 2	Continued
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) The Pharr Literacy Center** Project expenditures include but are not limited to the reimbursement of an outreach specialist's salaries and program supplies and related expenses. The specialist will conduct outreach meeting and provide classes in language acquisition (ESL) , general education development (GED) and employability skills. Supportive services include domestic violence, health awareness promotion, colonia outreach initiative and cultural arts program. Location: Little Mexico S/D and Lopezville S/D within Pct. 2 Office: 203 W. Quentin Newcombe Ave. Pharr, TX Beneficiaries: 75	**$12,000.00**
05 **Exempt** 58.34 (a)(4)	**Public Service (General) – Proyecto Azteca** Funds shall be used to partially pay the salary of a Community Outreach worker to educate the public and register families with a 911 address in coordination with the LRGVDC 911 office. Additional outreach will consist of coordination with local fire departments to provide fire prevention education to colonia children and their families. Funds shall also be used to purchase materials necessary for the implementation of the public education service. Locations: Service to be provided in the South Tower area colonias as well as in other qualifying colonias within Precinct 2. Census Data: 220.03 (4), 220.04 (2-3) Beneficiaries: 6,575	**$10,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Amigos del Valle** Project expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 2 boundaries Location of service: Senior Center – 600 W. 1st Street, San Juan, TX; 1116 N Conway, Mission, TX. And Pct 2 deliveries Beneficiaries: 10	**$8,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO. 2	Continued
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Foster Grandparent Program** Project expenditures include reimbursement of salaries (stipends) and mileage for senior volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth of the Precinct No. 2 boundaries. Location of service: Main Office – 311 N. 15th Street, McAllen, TX, surrounding areas of Pct 2. Beneficiaries: 4	**$3,500.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within Precinct No. 2 boundaries. Location of service: Main office – 840 W. Austin Ave, Alamo, TX; surrounding Pct 2 areas Beneficiaries: 6	**$5,000.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – B&G Club of Alamo/San Juan** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services such as program director, program leader(s), etc and the purchase of recreational equipment/supplies for the youth 4-18 years of age within the Precinct No. 2 boundaries. Location of service: Alamo Unit – 501 N. 13th Street, Alamo, Beneficiaries: 100	**$13,500.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – B&G Club of Pharr** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services such as unit director, recreational leaders etc. Will also includes the purchase of recreational equipment and supplies for program implementation for services being provided for the youth 4-18 years of age within Precinct No. 2 boundaries. Location of service: Lopezville Unit (North San Juan Elementary) – 2900 N. Raul Longoria, San Juan, TX**.** Beneficiaries: 300	**$20,000.00**
05E **Exempt** **58.34 (a)(4)**	**TRANSPORTATION SERVICES –Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to low income residents within Hidalgo County area. Location of services: Pct 2 area; main office located at: 301 W. Railroad, Weslaco, TX Beneficiaries: 318,923 County Wide.	**$10,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO. 2	Continued
05G **Exempt** **58.34 (a)(4)**	**BATTERED & ABUSED SPOUSES – Mujeres Unidas / Women Together** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services such as shelter advocate, transitional housing advocate, etc., who provide shelter and crisis intervention services for victims of family violence and sexual assault within the County of Hidalgo. This will be a county wide project. Location of service: Transitional Housing Social Service Center – 501 N. Cynthia, McAllen; Satellite Office – 420 N. 21st St., McAllen, TX; other undisclosed shelters Beneficiaries: 200	**$13,500.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES –HOPE Family Health Center** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, counseling services, prescription assistance, lab referrals, case management, etc., to the low income and uninsured residents of the Pct 2 area. Location of service: Hope Family Health Center – 2332 Jordan Rd, McAllen. Beneficiaries: 120	**$8,000.00**
05N **Exempt** **58.34 (a)(4)**	**ABUSED & NEGLECTED CHILDREN – CASA of Hidalgo County** Project expenditures include reimbursement of salaries and fringe benefits for staff and child advocates providing direct services to the youth. Will also include reimbursement of mileage for the advocates providing direct services to the youth of Hidalgo County. County wide project. Location of service: CASA office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County. Beneficiaries: 90	**$8,000.00**
05N **Exempt** **58.34 (a)(4)**	**ABUSED & NEGLECTED CHILDREN – Children's Advocacy Center** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of Hidalgo County. This is a county wide project. Location of service: CAC office – 525 W. Wisconsin Rd, Edinburg, TX Beneficiaries: 60	**$15,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO. 2	Continued
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICE (GENERAL) – Arise South Tower** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services for the programs which will provide family education and self-development through program activities for children and adults such as, English language development, ESL classes, literacy in Spanish for Adults, offer cultural programs, arts and crafts, storytelling, Folklorico, etc., and provide citizenship preparation classes to adults. Other services provided are sewing classes and health support groups for the citizens of Precinct No. 2. Location of service: 1417 South Tower Road, Alamo, Texas; outreach services will also be conducted in the Pct 2 area. Beneficiaries: 1570	**$10,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO. 3	$433,827.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: Precinct No.3 Office - 724 N. Breyfogle, Mission, TX 78574 Beneficiaries: 35,955	**$5,000.00**
03K **Environmental Assessment** **58.36**	**STREET IMPROVEMENTS** Project will consists of the reconstruction or new construction of existing county roads in Precinct No.3 areas including but not limited to adjacent/abutting streets within the general vicinity, related appurtenances, engineering, geotechnical and material testing fees, etc. Location: Lanford Road, 45th St., 46th St., Shirley Drive, Humberto Garza, Jr. St., Tangerine Drive, Justin St., and Trey Leal Avenue. Census: 241.07 (01-02), 241.06 (02), 241.13 (02), 241.12 (01),201.02 (02) Beneficiaries: 21,015 65% LMI	**$258,111.00** - **$6,484.00** **$251,627.00**
05N **Exempt** **58.34 (a)(4)**	**ABUSED & NEGLECTED CHILDREN – CASA of Hidalgo Co.** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff (Case Supervisor, Case Manager, etc) providing direct services to the youth consisting of coordination and observation of child visitations, interviews with appropriate parties, development of court reports and attendance at court hearings. Service location: Court Appointed Special Advocates (CASA) of Hidalgo, 1001 S 10th Avenue, Edinburg TX 78539 Beneficiaries:100	**$31,500.00** - **$6,500.00** **$25,000.00**
05N **Exempt** **58.34 (a)(4)**	**ABUSED & NEGLECTED CHILDREN – Children's Advocacy Center** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of Hidalgo County. These funds will be utilized as a county-wide project benefit. Location: CACHC Office – 525 W. Wisconsin Rd, Edinburg, TX Beneficiaries: 120	**$22,500.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO. 3	Continued
05G **Exempt** **58.34(a)(4)**	**BATTERED & ABUSED SPOUSES – Women Together / Mujeres Unidas** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as shelter advocate, transitional housing advocate, etc. Funds will provide shelter and crisis intervention services for victims of family violence and sexual assault within the County of Hidalgo. This will be a county wide project. Location: Mujeres Unidas/Transitional Housing Social Service Center – 501 N. Cynthia, McAllen and Satellite Office – 420 N. 21st St., McAllen, TX; other undisclosed shelters. Beneficiaries: 230	**$9,900.00**
05B **Exempt** **58.34 (A)(4)**	**HANDICAPPED SERVICES – C.A.M.P. University** Project expenditures include reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults in qualifying areas of the County of Hidalgo boundaries (county wide). Location of service: First Christian Church, 10th Street South of Pecan Blvd, McAllen, Texas and C.A.M.P. University, 1400 N. 10th St, McAllen, TX 78502 Beneficiaries: 29	**$22,500.00** - **$12,500.00** **$10,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Hope Family Health Center** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but are not limited to counseling services, prescription assistance, lab referrals, case management for the low income and uninsured residents of Pct. 3 area. Location: Hope Family Health Center, 2332 Jordan Rd McAllen TX 78503 Beneficiaries: 110	**$13,500.00**
05 **Exempt** **58.34(a)(4)**	**PUBLIC SERVICES (GENERAL) – La Union Del Pueblo Entero** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribution of information about the various programs and services offered by LUPE, community meetings and leadership training for community residents within the Precinct No. 3 boundaries. Location of services: LUPE 349 W Dawes St Alton, TX Beneficiaries: 72	**$10,750.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO. 3	Continue
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Amigos del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 3 boundaries. Location: 1116 N Conway Ave Mission, TX Beneficiaries: 13	**$9,900.00**
05E **Exempt** **58.34(a)(4)**	**TRANSPORTATION SERVICES – Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to the residents of Precinct #3. These funds will be utilized as part of a county-wide project benefit. Location of services: Precinct No. 3 area; Lower Rio Grande Valley Development Council Office located at 301 W Railroad, Weslaco, Texas 78596 Beneficiaries: 318,923 County Wide numbers.	**$22,500.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) –B&G Club of Mission** Project expenditures include reimbursement of salaries and fringe benefits for staff such as but not limited to the program leaders who provide direct services to the youth 4-18 years of age within the Precinct No. 3 boundaries, including the purchase of equipment and supplies for programs being provided to the youth. Location: Jessie Jensen Elementary Unit located on 5 ½ Glasscock Road in Mission, TX 78572 Beneficiaries: 250	**$41,400.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – Girl Scouts of Greater South Texas** Project expenditures include the reimbursement of Membership dues for LMI girls 4-18 years of age within the Precinct No. 3 area. Location: Girl Scouts of Greater South Texas 1109 W Nolana Ste 202 McAllen, TX Beneficiaries: 125	**$2,750.00**
05A **Exempt** **58.34 (A)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within the Precinct No. 1 boundaries. Location of services: Main office – 840 W. Austin Ave, Alamo, TX; and surrounding Pct 3 area. Beneficiaries: 20	**$9,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO.4	$433,827.00
21A **Exempt** **58.34 (a) (3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: 1051 N. Doolittle Rd., Edinburg, TX	**$2,500.00**
03F **Cat. Excluded Not Subj. To: 58.35 (b)(7)**	**PARKS, RECREATIONAL FACILITIES –Sunflower Park** Project consists of continued development and construction of Sunflower Park. Phase II to include but not limited to the construction of walking trail, lighting, purchase and installation of a Splash Pad Area and includes professional engineering fees, material testing and geo technical testing fees, and advertisements as they pertain to project completion. Project is a multi-year funded project. Project Location: Corner of Highway 107 and Sunflower Road, Edinburg, TX Census: 235.07 (01-03) 0235.15 (01-02) 61% Beneficiaries: Public Facility 1 (17645)	**$205,311.00**
03K **Environmental Assessment** **58.36**	**STREET IMPROVEMENTS (Conventional Street Lighting)** Project consists of the purchase and installation of conventional street lighting to be provided by a sole provider of electrical services. Location: San Carlos Estates, Curry Estates, Iowa Gardens No. 2 and Holly Estates, all subdivisions within Precinct No. 4. Census: 0235.15 (01-02) Beneficiaries: 8800 64% LMI	**$150,000.00** **- $25,484.00** **$124,516.00**
05E **Exempt** **58.34 (a)(4)**	**TRANSPORTATION SERVICES – Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to the residents of Precinct #4. These funds will be utilized as part of a county-wide project benefit. Location of service: Pct 4 area; 301 W. Railroad, Weslaco, TX. Census: County Wide Beneficiaries: 39894	**$10,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO. 4	Continue
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – B&G Club of Edinburg** Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services such as but not limited to program coordinator(s), program leader(s) to include the purchase of recreational equipment/ supplies for the youth 4-18 years of age within the Precinct No. 4 boundaries. Location of service: Brewster Elementary – Approx. 15 Miles N of HWY 281, San Manuel, TX; San Carlos Unit – 6th St and East HWY 107, San Carlos, TX; Kennedy Elementary – East on HWY 107 & 83rd Street, San Carlos, TX and Faysville Unit- Guerra Elementary, 10010 N. Via Fernandez Street Beneficiaries: 600	**$45,000.00**
05N **Exempt** **58.34 (a)(4)**	**ABUSED & NEGLECTED CHILDREN – Children's Advocacy Center** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of Hidalgo County. These funds will be utilized as a county-wide project benefit. Location of service **:** CAC office – 525 W. Wisconsin Rd, Edinburg, TX Beneficiaries:60	**$15,000.00**
05G **Exempt** **58.34 (a)(4)**	**BATTERED & ABUSED SPOUSES – Mujeres Unidas/ Women Together** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as shelter advocate, transitional housing advocate, etc. Funds will provide shelter and crisis intervention services for victims of family violence and sexual assault within the County of Hidalgo. This will be a county wide project. Location of service: Transitional Housing Social Service Center – 501 N. Cynthia, McAllen; Satellite Office – 420 N. 21st St., McAllen, TX; other undisclosed shelters. Beneficiaries: 200	**$10,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Amigos del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 4 boundaries. Location of Service: Amigos Del Valle Center – 1116 N. Conway Ave., Mission, TX; and surrounding Pct 4 areas Beneficiaries: 6	**$5,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	PRECINCT NO. 4	Continue
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – Girl Scouts of Greater South Texas** Project expenditures include reimbursement of membership fees, supplies- (book), salaries, fringe benefits and mileage for staff providing direct services to the youth girls 4-18 years of age within the Precinct No. 4 boundaries. Location of service**:** Brewster Elementary –Rt.3Box 1010 in Linn/San Manuel , Guerra Elementary and San Carlos Elementary School. Beneficiaries: **130**	**$3,000.00**
O5 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL)- La Union Del Pueblo Entero** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribution of information about the various programs and services offered by LUPE, community meetings and leadership training for community residents within the Precinct No. 4 boundaries. Location: Colonias Within Precinct #4 Boundaries. Beneficiaries: 80	**$4,500.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) The Pharr Literacy Center** Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits for outreach specialist's. Including purchase of program supplies and related expenses. The specialist will conduct outreach meeting and provide classes in language acquisition (ESL) , general education development (GED) and employability skills. Supportive services include domestic violence, health awareness promotion, a colonia outreach initiative and cultural arts program. Location: 203 W. Quentin Newcombe Ave. Pharr, Tx & Colonias within Precinct No. 4 Beneficiaries: 75	**$4,000.00**
05A **Exempt** **58.34 (A)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within the Precinct No. 1 boundaries. Location of services: Main office – 840 W. Austin Ave, Alamo, TX; and throughout Pct 4 area. Beneficiaries: 20	**$5,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	UCP	$ 1,386,739.00
21A Exempt	**UCP GENERAL ADMINISTRATION** Funding for staff salaries/fringe benefits, and other associated administrative costs for the administration of the Urban County Program.	**$1,386,739.00**
03K Environmental Assessment 58.36	**UCP COMMON FUND-** PROJECT CONSISTS OF FUNDS TO BE ADMINISTERED AND UTILIZED BY THE UCP ADMINISTRATION TO ASSIST ADDITIONAL FUNDING FOR STREET IMPROVEMENTS WITHIN THE EIGHTEEN (18) CITIES AND FOUR (4) PRECINCT AREAS OF HIDALGO COUNTY.	**$43,639.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	HOME PROGRAM	$1,550.040.00
21A **Exempt**	**HOME GENERAL ADMINISTRATION** Funding for staff salaries/fringe benefits, and other associated administrative costs for the administration of the HOME Program.	**$155,004.00**
14A **Environmental Assessment** **58.36**	**OWNER- OCCUPIED REHABILITATION PROGRAM** Project will provide rehabilitation and reconstruction services to twenty-five (25) substandard homes for eligible homeowners and includes project delivery expenses.	**$495,036.00**
12 **Environmental Assessment** **58.36**	**CHDO PROGRAM** Funding for two area community housing development organizations for the construction of up to twenty (20) new single-family homes and includes project delivery expenses.	**$900,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2015	EMERGENCY SOLUTIONS GRANT	$675,755.00
SHELTER OPERATIONS	**MUJERES UNIDAS/WOMEN TOGETHER** **Maintenance & Operations** will pay for shelter maintenance, food operations, rent, security, fuel, equipment, insurance, utilities, and furnishings. (victims of domestic abuse) Beneficiaries: 5,544 Location: 501 N. Cynthia St. McAllen, Tx, 511 N. Cynthia, and 420 N. 21st Street, McAllen, Tx	**$120,876.00**
	MUJERES UNIDAS/WOMEN TOGETHER **Essential Services** consist of case management salaries to staff that deliver transportation, educational services, employment assistance and job training, health or drug abuse counseling services to eligible participants. (victims of domestic abuse) Beneficiaries: 5,544 Location: 501 N. Cynthia St. McAllen, Tx 511 N. Cynthia, and 420 N. 21st Street, McAllen, Texas	**$41,187.00**
	THE SALVATION ARMY- **Maintenance & Operations** will pay for shelter maintenance that includes floor repairs/construction, rent, security, fuel, equipment, insurance, utilities, food operations, and furnishings. Beneficiaries: 1400 Location: 1600 North 23rd Street, McAllen, Tx	**$192,759.00**
	TOTAL SHELTER	**$ 354,822.00**
HOMELESS PREVENTION	**CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY** **Homeless Prevention** financial assistance will provide temporary rental and utility assistance to eligible individuals or families that have received court eviction or utility disconnect notices and are at risk of becoming homeless. Services include rental arrears, rental fees, security deposits, utility deposits and payments. Beneficiaries: 59 Location: 700 N. Virgen de San Juan Blvd. San Juan Tx.	**$91,216.00**
	CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY **Housing Relocation & Stabilization Services** will pay for case workers salaries who deliver the financial assistance services to eligible participants whom are at risk of becoming homeless due to rental evictions or mortgage foreclosures and received a utility disconnection notice. Component services include housing search and placement, housing stability case management or mediation. Beneficiaries: 59 Location: 700 N. Virgen de San Juan, San Juan Tx.	**$67,578.00**
	THE SALVATION ARMY OF MCALLEN: **Homeless Prevention** financial assistance will provide temporary rental and utility assistance to eligible individuals or families that have received court eviction or utility disconnect notices and are at risk of becoming homeless. Services include rental arrears, rental fees, security deposits, utility deposits and payments. Beneficiaries: 1400 Location: 1600 North 23rd Street, McAllen, Tx.	**$26,017.00**
	TOTAL HOMELESS PREVENTION	**$184,811.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

RAPID RE-HOUSING	**CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY** **Rapid Re-Housing Services** will pay for financial temporary rental assistance to eligible individuals or families that are literally homeless, living in place not intended for human habitation, transitioning from institution or shelter and/or meet the HUD "homeless" definition. Services include rental deposits, security deposits, rent fees, utility deposits and payments. Beneficiaries: 59 Location: 700 N. Virgen de San Juan, San Juan Tx.	**$28,500.00**
	CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY **Housing Relocation & Stabilization Services** will pay for case workers salaries who deliver the financial assistance services to eligible participants that are literally homeless or living in place not intended for human habitation, transitioning from institution or shelter. Beneficiaries: 59 Location: 700 N. Virgen de San Juan, San Juan Tx.	**$18,000.00**
	THE SALVATION ARMY OF MCALLEN: **Rapid Re-Housing Services** will pay for financial temporary rental assistance to eligible individuals or families that are literally homeless or living in place not intended for human habitation, transitioning from institution or shelter and/or meet the HUD "homeless" definition. Services include rental deposits, security deposits, rent fees, utility deposits and payments. Beneficiaries: 1400 Location: 1600 North 23rd Street, McAllen, Tx.	**$16,938.00**
	TOTAL RAPID RE-HOUSING	**$63,438.00**
DATA COLLECTIONS (HMIS)	**CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY** **(HMIS) Data Collections** funds will be used to pay for costs contributing to data to HMIS client track system designated by the Continuum of Care. Eligible activities include computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees. Beneficiaries: 59 Location: 700 N. Virgen de San Juan, San Juan Texas	**$4,190.00**
	MUJERES UNIDAS **(HMIS) Data Collections** funds will be used to pay for costs contributing to data collections and reporting to a comparable database system. Eligible activities include computer hardware, software or equipment, office space, salaries of operators, staff training costs and participation fees. (victims of domestic abuse) Beneficiaries: 5544 Location: 511 N. Cynthia, McAllen, TX	**$17,012.00**
	THE SALVATION ARMY **(HMIS) Data Collections** funds will be used to pay for costs contributing to data to HMIS client track system designated by the Continuum of Care. Eligible activities include computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees. Beneficiaries: 1400 Location: 1600 North 23rd Street, McAllen, Texas	**$800.00**
	TOTAL DATA COLLECTIONS	**$22,002.00**
GENERAL ADMINISTRATION	**GENERAL ADMINISTRATION** Project funds pays for staff salaries and administrative costs incurred for the administration of the Emergency Solutions Grant Program. Location: 427 E. Duranta Avenue, Suite 107 Alamo, TX	**$50,682**

AI-49412 **Urban County** **17. B.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of a Resolution authorizing the County of Hidalgo Urban County Program to submit its FY 2015-2016 Annual Action Plan (Year 28) to the U. S. Department of Housing and Urban Development (HUD) and authorize the County Judge to sign any and all documents related to funding.

BACKGROUND

The UCP is requesting authorization to submit the Annual Action Plan for the FY 2015-2016 Program Year to HUD. Every year the Urban County Program is required by HUD rules and regulations to submit its annual action plan prior to May 15th.

The Annual Action Plan for Fiscal Year 2015-2016 proposes an overall budget of $ 9,539,049.00

CDBG: $7,313,254.00
HOME: $1,550.040.00
ESG (Emergency Solutions Grant): $ 675,755.00

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/23/2015 08:10 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Sandra Regalado		Started On: 04/22/2015 09:49 AM

Final Approval Date: 04/24/2015

RESOLUTION

WHEREAS, the County of Hidalgo Urban County Program has received formal notification of it's 2015-2016 Allocation from the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS, the FY 2015-2016 (Year 28) allocation for Hidalgo County Urban County Program has been set as follows:

Funds Available
2015 URBAN COUNTY PROGRAM

CDBG Budget:	**$7,313,254.00**
HOME Budget:	**$1,550,040.00**
ESG Budget:	**$ 675,755.00**
Total:	**$9,539,049.00**

AND WHEREAS, the County of Hidalgo Urban County Program wishes to continue the administration of these programs,

NOW, THEREFORE BE IT RESOLVED that Hidalgo County Judge Ramon Garcia, be and is hereby authorized to sign any and all documents related to these grants and do all other acts necessary to carry this Resolution into effect.

RESOLVED, THIS THE 28th DAY OF APRIL, 2015.

RAMON GARCIA, COUNTY JUDGE
HIDALGO COUNTY, TEXAS

Attest:

ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS

AI-49241 **Urban County** **17. C.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Peñitas, is requesting consideration and action to award and enter into a construction contract with Armin Antonio Solis Construction in the amount of $313,466.00. UCP funds in Years 15, & 22 thru 26 (2002 & 2009 thru 2013) Parks, Recreational Facility Improvement line items will be utilized.

BACKGROUND

The bid opening was held on April 1, 2015 and the lowest responsible bidder meeting all specifications and/or requirements was Armin Antonio Solis Construction. The project is for the construction of a Splash Pad and related amenities for the Veterans Memorial park in the City of Peñitas. Please see attached letter of recommendation by the project architect and contractor's general liability insurance. Project architect firm is Alcocer Garcia Associates, Inc.

Contractor:	Armin Solis Construction
Contract Amount:	$313,466.00
Available Funds:	$ 449.80 2002- Peñitas Parks, Rec. Facility Improvements $ 15,336.82 2009- Peñitas Parks, Rec. Facility Improvements $ 83,871.25 2010- Peñitas Parks, Rec. Facility Improvements $ 90,000.00 2011- Peñitas Parks, Rec. Facility Improvements $118,386.55 2012- Peñitas Parks, Rec. Facility Improvements $ 62,193.85 2013- Peñitas Parks, Rec. Facility Improvements $370,238.27 TOTAL FUNDS AVAILABLE

Contract approved by Atlas, Hall & Rodriguez on July 12, 2012

Fiscal Impact

Attachments

Attachment 1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2015 08:56 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Sandra Regalado Started On: 04/08/2015 02:34 PM

Final Approval Date: 04/24/2015

Alcocer Garcia Associates, Inc.
1333 E. Jasmine Ave McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

April 3, 2015

City of Penitas
c/o Oscar Cuellar, City Manager
P.O. Box 204
Penitas, TX 78596

Project: Parks, Recreational Facilities Improvements -
City of Penitas, Veterans Memorial Park
Project No.: 5002/09-13-60-0306-5000-6000-UCP-GVG

Dear Mr. Cuellar,

Enclosed herewith is the tabulation of construction bids received, as scheduled, on April 1, 2015 for the referenced project The lowest bid is in the amount of $ 313,466.00 submitted by Armin Antonio Solis Construction. All documents submitted with the bid are in order.

Also enclosed is Armin Antonio Solis Construction Statement of Qualifications. The company background and staff indicates that the company is qualified to construct this project.

Based on the above, we recommend that the construction contract be awarded to Armin Antonio Solis Construction in the amount of the Bid submitted of $ 313,466.00 . Please let us know if we can provide any further information at this time.

Sincerely,

George A. Garcia,
Project Architect

encls

cc: Guadalupe Garcia, UCP Coordinator
Monica Leal, UCP Coordinator

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: April 1, 2015	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "City of Peñitas- Park, Recreational Facilities Improvements (Veterans Memorial Park)

BID NO.: 5002/09-13-60-0306-5000-6000-UCP-GVG **ADDENDUM #1 & # 2 REQUIRED**	**PROCURMENT SPECIALIST: Evangelina Garcia**

BID # RFB#	NAME OF COMPANY	ADDENDUM	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	Armin Antonio Solis Construction	1 & 2	$ 313,466.00	Bid Bond included
#2	Herracon, LLC	1 & 2	$ 344,434.00	Bid Bond included
#3	J Con Construction , LLC	Forms not included	$ 389,500.00	Bid Bond included

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 4/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER
BELKEN INSURANCE ASSOCIATES
8626 Tesoro Dr Ste 310
San Antonio, TX 78217

CONTACT NAME: Mary Ann Cruz-Solis
PHONE (A/C, No, Ext): (210) 493-8030 x 209 FAX (A/C, No): (210) 493-9775
E-MAIL ADDRESS: macruz@belkenins.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: AMERICA FIRST LLOYDS INSURANCE	11526
INSURER B: TEXAS MUTUAL INSURANCE CO.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ARMIN ANTONIO SOLIS CONSTRUCTION
1954 N. FM 2360
RIO GRANDE CITY, TX 78582
956-227-9058

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			BLS(16)56000982	2/28/15	2/28/16	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	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)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001265599	2/28/15	2/28/16	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY-URBIN CO. PROGRAM
427 E. DURANTA AVE, STE 107
ALAMO, TX. 78516

email:guadalupe.garcia@co.hidalgo.tx.us

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan Belken

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TEXAS LIABILITY INSURANCE CARD...

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

StateFarm

Insurance Company

State Farm Mutual Automobile Insurance Company

Phone: 800-252-1932

Vehicle - Year, Make, Model of Covered Vehicle, VIN

1 2014 DODGE RAM 1500
1C6RR7KT7ES330282

2 2004 FORD EXPEDITION
1FMRU15WX4LA22490

Agent or Producer 8255-A79
MILLIE CASTILLO
PHONE# (956)585-2778

Policy Number 164 4301-C14-53F

Insured SOLIS, ARMIN
1954 N FM 2360
RIO GRANDE CY TX 78582-4020

Renewal Effective Date MAR 14 2015 to Renewal Expiration Date SEP 14 2015

Coverages

VEH 1 A B2 D1-500 D2-500 H120 R35 C
VEH 2 A B2 D1-500 D2-500 H120 R35 C

Drivers: ARMIN NOELIA

ID CARD

KEEP YOUR CURRENT ID CARD UNTIL THE EFFECTIVE DATE OF THIS CARD.

0404-ST-6-0102

7602

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

Texas Liability Insurance Card

StateFarm

Keep this card.

IMPORTANT: You must show this card or a copy of your insurance policy when you apply for or renew your:

-Motor vehicle registration
-Driver's license
-Motor vehicle safety inspection sticker.

You may also be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. If you do not meet your financial responsibility requirements, you could be fined up to $1,000, your driver's license and motor vehicle registration could be suspended, and your vehicle could be impounded for up to 180 days (at a cost of $15 per day).

Tarjeta de Seguro de Responsabilidad Civil de Texas

StateFarm

Guarde esta tarjeta.

IMPORTANTE: Usted debe mostrar esta tarjeta o una copia de su póliza de seguro cuando solicite o renueve su:

-Registro del vehículo motorizado
-Licencia de conducir
-Etiqueta de inspección de segurida para su vehículo.

También se puede pedir que usted muestre esta tarjeta o su póliza si tiene un accidente o si se la pide un oficial de policía.

Todos los conductores en Texas deben tener un seguro de responsabilidad civil para sus vehículos, o de lo contrario deben cumplir con los requisitos legales de responsabilidad financiera. Si usted no cumple con los requisitos de responsabilidad financiera, podría estar sujeto a pagar una multa de hasta $1,000, mas la suspensión de su licencia de conducir y la suspensión del registro del vehículo, y además su vehículo podría ser confiscado por hasta 180 días (a un costo de $15 por día).

130-4180 TXpRol.4

IF YOU HAVE AN ACCIDENT:
NOTIFY THE
POLICE IMMEDIATELY

1. Get names, addresses, and phone numbers of persons involved and witnesses. Also get driver license numbers of persons involved and license plate numbers/states of vehicles.
2. Don't admit fault or discuss the accident with anyone but State Farm® or police.
3. Promptly notify your agent, log on to statefarm.com®, or visit State Farm Pocket Agent® to file a claim.

For Emergency Road Service call 1-877-627-5757.

CONSTRUCTION CONTRACT

This Agreement entered into this **28th day of April, 2015** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **Armin Antonio Solis Construction (a corporation)** of **Rio Grande City,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME:	**Peñitas-Parks, Recreational Facility Improvements**
PROJECT No.:	**5002/09-60-0306-5000-6000-UCP-GVG**
PROJECT DESCRIPTION:	**Veteran's Memorial Park**

Heinafter called the project, for the sum of **($313,466.00) – Three Hundred Thirteen Thousand, Four Hundred Sixty-Six Dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Alcocer Garcia Associates, Inc.** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **180 consecutive calendar days** thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($150.00) One Hundred and Fifty dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

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

_____
Armin Antonio Solis, Owner

Name of Firm: Armin Antonio Solis Construction

Address: 1954 N. FM 2360
Rio Grande, Texas 78582

Federal I.D./S.S.: 80-054554

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

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

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

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

CITY OF PEÑITAS

Mayor Antonio Flores Jr.
Mayor Pro-Tem Tomas Cedillo
Commissioner Alex Guajardo
Commissioner JR Flores
Commissioner Ramiro Loya
City Manager Oscar Cuellar Jr.
City Secretary Ana Valdez

April 16, 2015

Diana Serna, Director
Hidalgo County Urban County Program
427 E Durante Avenue, Suite 107
Alamo, Texas 78516

Dear Ms. Serna

I have reviewed the Bid Tabulation and recommendations submitted by our Project Architect on the Peñitas Memorial Park Improvements and Splash Pad and Bids. I concur with the recommendations by Mr. Garcia and ask that the bids be presented the Commissioner's Court for consideration and bid award as soon as possible.

If you have any questions please let me know.

Respectfully

Oscar Cuellar Jr.
City Manager

cc: Guadalupe Garcia, UC
File- Flood Drainage Project

AI-49415 **Urban County** **17. D.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program (UCP) is requesting approval of Amendment No. 1 to a Professional Engineering Service Contract with SAM Engineering & Surveying, Inc. (SAMES). The Amendment will increase the contract amount of $ 189,225.00 by $10,500.00 for a total amount of $199,725.00 and will include additional scope of services for the Delta Area Connector/East Lateral Colonia Infrastructure- Chapa North, Chapa South and Acre Tract.

BACKGROUND

The original professional service contract was approved on May 22, 2012 in the amount of $189,225.00 for project planning, surveying, engineering and design, construction plans and basic construction phase services for Pct. 1 Delta Area Connector/East Lateral Project (GLO Contract No. 12-406-000-6453-/DRS210068). The additional funding will be utilized for the additional scope of services within Chapa North, Chapa South and Acre Tract in order to complete this project.

Original Contract Amount: $189,225.00
Additional Amended Contact: $ 10,500.00
New Contract Amount: $199,725.00

Amount Available: $199,725.00

Fiscal Impact

Attachments

Attachment 1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/23/2015 08:10 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Sandra Regalado Started On: 04/22/2015 10:34 AM

Final Approval Date: 04/24/2015

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to the Professional Service Agreement by and between **Hidalgo County, Texas** acting by and through the **Hidalgo County Urban County Program** ("Party") and **SAM Engineering & Surveying, Inc.** ("Engineer") is entered into between the parties effective this 28 day of April, 2015.

WHEREAS, Party and Engineer entered into a Professional Services Agreement dated May 22, 2012 in which Engineer agreed to provide certain engineering services for the GLO Flood and Drainage Improvements Project known as the "Delta Area Connector/ East Lateral" Colonia Infrastructure Improvements I Account(s) 6540-62-0309-5100-6200 (the "Agreement");

WHEREAS, the Agreement now requires amendment in order to add additional services of revising main storm sewer and surveys as more particularly described in Exhibit A-2 attached hereto and to revise the fee to the Engineer for the additional work; and

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Party and Engineer agree to the following amendments to the Agreement:

1. The Agreement is amended by the additional services of the Engineer more particularly described in Exhibit A-1 attached hereto.

2. The first sentence of Section 6.1 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

   > The Engineer shall be paid a total fixed amount of $199,725.00 for services rendered under this contract.

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Party and Engineer ratify and confirm the terms and provisions of the Agreement, as amended.

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

SAM Engineering & Surveying, Inc.

By: _____
_____, PE
Its: President

COUNTY OF HIDALGO URBAN acting by and through its URBAN COUNTY PROGRAM

By: _____
Diana R. Serna,
Its: Director

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain
On April 21, 2015

SAM Engineering and **S**urveying, Inc.

SAMES

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 South Cage Boulevard, Suite A, Pharr, Texas 78577 Phone: (956) 702-8880 Fax: (956) 702-8883

ADDITIONAL SCOPE OF SERVICES

Chapa North & South
Hidalgo County - GLO Disaster Recovery Project

Additional Services Include:

Easement Acquisition
- Preparation of Parcel Plat & Metes and Bound
- Coordinate with the property owner
- Coordinate with Irrigation District

Storm Pump Station Design
- Pump Station Design
- Solar power design and analysis
- Electrical power design and analysis
- Coordinate with County Maintenance Dept. for requirements
- Coordinate with M.V.E.C. to establish current power availability and system requirements

Construction Management/Administration
- Extension of the construction contract from a four to twelve month period
- Process necessary change orders for contractor
- Site Meetings

EXHIBIT
tabbies
A-1

SAM Engineering and **S**urveying, Inc.

SAMES

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 South Cage Boulevard, Suite A, Pharr, Texas 78577 Phone: (956) 702-8880 Fax: (956) 702-8883

ADDITIONAL SCOPE OF SERVICES

Acre Tract
Hidalgo County - GLO Disaster Recovery Project

Additional Services Include:

Storm Sewer Extension

- Design Services for additional RCP and grate inlets
- Construction Management
- Administration of Contractor change order
- Field inspections
- Site Meetings
- As-built drawings

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER	CONTACT NAME: Judy Lozano
Baldwin-Cox Agency, LLC 5930 Preston View Blvd Ste 200 Dallas TX 75240	PHONE (A/C, No, Ext): (972) 644-2688 FAX (A/C, No): (972) 644-8035 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Berkley Assurance Company	39462
INSURER B: Landmark American Insurance	33138
INSURER C: Underwriters at Lloyds	15792
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Sames, Inc.
200 S Cage Blvd
Ste A
McCallen TX 78501

COVERAGES **CERTIFICATE NUMBER:** Master **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			VUMC0070830	10/1/2014	10/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ Excluded $ 2,000,000 $ 2,000,000 $ 2,000,000
	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)	$ $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NHA069440	10/1/2014	10/1/2015	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Professional Liability			PGIARK04329-00	11/12/2014	11/12/2015	Per Claim/Aggregate Limit: Deductible:	$2,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability and Umbrella Liability policies includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The general liability policy contains a special endorsement with "primary and non-contributory" wording.

The General Liability and Umbrella Liability policies includes a blanket automatic waiver of subrogation

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bill Baldwin/YJL

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AI-49419 **Urban County** **17. E.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to amend the Emergency Solutions Grant Program (ESG) contract with The Salvation Army. The amendment will increase the existing contract amounts. (please see table below).

BACKGROUND

Hidalgo County Urban County Program is requesting authorization to amend the existing contract with The Salvation Army under the Emergency Solutions Grant Program (ESG) PY 2014. The amended dollar amount will increase the Homeless Prevention, Rapid Re-Housing and Data Collections activities respectively. These funds were made available after another (ESG) sub-recipient forfeited their PY 2014 awarded allocation. Further, this will increase the scope of work of each activity.

CATHOLIC CHARITY-ACTIVITY	CURRENT	INCREASED	PROPOSED
Homeless Prevention Assistance and Housing Relocation on Services	$18,439.00	$12,000.00	$30,439.00
Rapid Re-Housing Assistance and Housing Relocation Services	$11,735.00	$12,000.00	$23,735.00
Shelter operations	$136,625.20	$0.00	$136,656.20
Data Collection (HMIS)	$800.00	$1,000.00	$1,800.00
Total Budget	$167,630.20	$25,000.00	$192,630.20

Approval is recommended

Fiscal Impact

Attachments

Attachment 1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/23/2015 08:10 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Sandra Regalado Started On: 04/22/2015 01:15 PM

Final Approval Date: 04/24/2015

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

THE SALVATION ARMY, having been certified as a non-profit, has been allocated Emergency Solutions Grant Program (ESG) Funds. The non-profit shall carry out the following activities identified in its ESG Funds Application:

ORGANIZATION ACTIVITIES UNDER HOUSING

For FY 2014 The Salvation Army was granted funds in the amount of $167,630.20 for Shelter Operations, Data Collection (HMIS), Homeless Prevention and Rapid Re-Housing. The Salvation Army will utilize Emergency Solutions Grant funds (ESG) for the provision of services which are Shelter Operations services, including food purchase, employment assistance and job training, transportation, shelter repairs, operations and maintenance of the facility and substance abuse treatment. Rapid Re-housing and Homeless Prevention will be used to service eligible participants with rental assistance. Data Collections (HMIS) will be used to pay for the client tracking system fees, trainings and equipment.

The sub-recipient agreement was entered between The Salvation Army and the Hidalgo County Urban County Program on November 10, 2014 and shall terminate on December 31, 2015.

The Hidalgo County Urban County Program is requesting to amend existing contract with The Salvation Army that will increase the Homeless Prevention activity by $12,000, Data Collections (HMIS) by $1,000 and Rapid Re-housing by $12,000.

The amendment will increase current budget to $192,630.20 and allows Salvation Army to assist more program participants within the County of Hidalgo.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON ___ of _____, 2015.

County:	**Non-Profit**
Hidalgo County	**The Salvation Army**
_____	_____
Diana R. Serna	Luis Melendez
Urban County Director	Captain
Title	Title
_____	_____
Date	Date

AI-49421 **Urban County** **17. F.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to amend the Emergency Solutions Grant Program (ESG) contract with Catholic Charities RGV. The amendment will increase the existing contract amounts. (please see table below).

BACKGROUND

Hidalgo County Urban County Program is requesting authorization to amend the existing contract with Catholic Charities RGV under the Emergency Solutions Grant Program (ESG) PY 2014. The amended dollar amount will increase the Homeless Prevention, Rapid Re-Housing and Data Collections activities respectively. Thees funds were made available after another (ESG) sub-recipient forfeited their PY 2014 awarded allocations. further, this will increase the scope of work of each activity.

CATHOLIC CHARITY-ACTIVITY	CURRENT	INCREASED	PROPOSED
Homeless Prevention Assistance and Housing Relocation Services	$126,639.00	$31,698.00	$158,337.00
Rapid Re-Housing Assistance and Housing Relocation Services	$0.00	$73,935.00	$73,935.00
Data Collections (HMIS)	$7,087.00	$15,022.00	$22,109.00
TOTAL BUDGET	**$133,726.00**	**$120,655.00**	**$254,381.00**

Fiscal Impact

Attachments

Attachment

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Veronica Ortiz	04/23/2015 08:10 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Sandra Regalado Started On: 04/22/2015 02:18 PM

Final Approval Date: 04/24/2015

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

CATHOLIC CHARITIES RIO GRANDE VALLEY, having been certified as a non-profit, has been allocated Emergency Solutions Grant Program (ESG) Funds. The non-profit shall carry out the following activities identified in its ESG Funds Application:

ORGANIZATION ACTIVITIES UNDER HOUSING

For FY 2014 Catholic Charities was granted funds in the amount of $133,726 for, Data Collection (HMIS), Homeless Prevention and Rapid Re-Housing. Catholic Charities will utilize Emergency Solutions Grant funds (ESG) for the provision of services which are Rapid Re-housing to service the eligible literally homeless population with rental assistance. Homeless Prevention will also service eligible participants whom are being evicted with rental assistance. Data Collections (HMIS) will be used to pay for the client tracking system fees, case worker salaries that enter the client data on HMIS system, staff trainings and equipment.

The sub-recipient agreement was entered between Catholic Charities and the Hidalgo County Urban County Program on November 10, 2014 and shall terminate on December 31, 2015.

The Hidalgo County Urban County Program is requesting to amend existing contract with Catholic Charities that will increase the Homeless Prevention activity by $31,698., Data Collections (HMIS) by $15,022 and Rapid Re-housing by $73,935.

The amendment will increase current budget to $254,381.00 and allows Catholic Charities to assist more program participants within the County of Hidalgo.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON ___ of _____, 2015.

County:	**Non-Profit**
Hidalgo County	**Catholic Charities RGV**
_____	_____
Diana R. Serna	Sister Norma Pimentel
Urban County Director	Director
Title	Title
_____	_____
Date	Date

AI-49228 **Elections Administration** **18. A.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the McAllen Independent School District for their election to be held on May 9, 2015.

BACKGROUND

Three (3) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 4-8-2015, McAllen ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

McAllen ISD Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/08/2015 01:37 PM
Glinda Pacheco	Glinda Pacheco	04/08/2015 04:37 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Amanda Valdez		Started On: 04/08/2015 01:16 PM
Final Approval Date: 04/24/2015		

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

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **MCALLEN INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 9, 2015**.

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

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

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 9, 2015**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

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

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 9, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of general election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M) Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

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

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

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

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced

above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

Dr. Mike A. Barrera, Ed. D.
Assistant Superintendent for District Operations
McAllen ISD
2000 N. 23rd Street
McAllen, TX 78501

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

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

ARTICLE VIII
GENERAL PROVISIONS

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

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

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

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

SIGNED this _____ day of _____, 2015

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

MCALLEN ISD
ENTITY

BY: _____

PRINT: ERICA DE LA GARZA-LOPEZ

TITLE: BOARD PRESIDENT

ATTEST

BY: _____

PRINT: Sam Saldívar, Jr.

TITLE: MISD Board Secretary

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen L. Crain

2015 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: McAllen ISD
School Board Place 1, 2, 4 & 5 — **DATE: May 9, 2015**

	Coding Services for iVotronic	Price	Quantity	Total
6.01 A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	1	$10.00
E	Audio Files (Per Candidate/ Responses)	$10.00	18	$180.00
F	Election Media per Polling Location(s)	$100.00	13	$1,300.00
G	iVotronic Voting Machine(s)	$150.00	42	$6,300.00
G	ADA iVotronic Voting Machine(s)	$150.00	13	$1,950.00
H	Delivery/ Pick-up Fee (includes Mileage)	$550.00	1	$550.00
			Total iVotronic Coding Charges	$10,780.00

	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
6.02 A	Voter Registration Database Access (Per Day)	$100.00	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)	$150.00	7	$1,050.00
C	Printer Labels (55,773 per vote)	$0.03	111,546	$3,346.38
D	Username/Password - Per Polling Location	$20.00	13	$260.00
			Total Electronic Poll Book Charges	$5,556.38

	Supplies	Price	Quantity	Total
6.03	Early Voting Combination Forms	$0.55	1200	$660.00
	Election Day Combination Forms	$0.55	1200	$660.00
	Election Judge Kit for Early Voting	$35.00	7	$245.00
	Election Judge Kit for Election Day	$35.00	6	$210.00
	Polling Location Map(s)	$17.00	13	$221.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	500	$100.00
			Total Supplies Charges	$2,096.00

	Mail & Ballot Service	Price	Quantity	Total
6.04	Mail-in-Ballot Applications	$0.25	1600	$400.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	3000	$1,200.00
	Mail-in-Ballots Kit(s) per request	$2.00	1600	$3,200.00
	Postage Mail-in-Ballots (per request)	$0.61	1600	$976.00
	Correspondence Postage	$0.49	6	2.94
			Total Mail & Ballot Service Charges	$5,778.94

	Advertisements/Notices	Price	Quantity	Total
6.05	The Monitor newspaper (Does not include Bond Notice)	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00

	Polling Location Rental Fees	Price	Quantity	Total
6.06			0	$0.00
			Total Polling Location Rental Charges	$0.00

	Payroll for Training and Election Poll Workers	Price	Total
6.07	Payroll for Early Voting Employees	$34,722.70	$34,722.70
	Payroll for Election Day Employees	$5,775.00	$5,775.00
		Total Payroll Charges	$40,497.70

	Payroll for Ballot Board	Price	Quantity	Total
6.08	Ballot Board	$250.00	1	$250.00
			Total Ballot Board Charges	$250.00

	Canvass Reports	Price	Quantity	Total
6.09	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	$0.00

	Insurance	Hourly rate	Workers	Hours wrk	Total
6.10	Liability insurance for Early Voting Supervisors	$ 12.00	7	609	$102.31
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	31	2697	$1,688.86
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	6	90	$12.96
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	30	450	$272.70
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$2,076.83

	Cell Phones	Price	Quantity	Total
6.11	Verizon Wireless phone (subject to change with out notice)	$45.00	7	$315.00
			Total Cell Phone Charges	$315.00

6.12	Subtotal	$69,150.83
	Administrative Fees (10%)	$6,915.09
	ESTIMATED GRAND TOTAL	$76,065.94

AI-49411 **Elections Administration** **18. B.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Amanda Valdez,
ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Progreso Independent School District for their election to be held on May 9, 2015.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

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

As of 4-22-2015, Progreso ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

CONTRACT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/22/2015 10:03 AM
Manuel Chapa	Manuel Chapa	04/24/2015 08:08 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Amanda Valdez		Started On: 04/22/2015 09:43 AM
Final Approval Date: 04/24/2015		

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

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **PROGRESO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 9, 2015**.

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

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

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 9, 2015**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

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

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 9, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M) Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

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

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

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

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

Salvador Acosta
Interim Business Manager
Progreso ISD
PO Box 610
Progreso, TX 78579

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

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

ARTICLE VIII
GENERAL PROVISIONS

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

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

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

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

SIGNED this 22 day of April, 2015

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

PROGRESO ISD
ENTITY

BY: _____

PRINT: DR. ISMAEL CANTU

TITLE: SUPERINTENDENT

ATTEST

BY: ISMAEL CANTU

PRINT: Salvador Acosta

TITLE: Superintendent Elections Officer

2015 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: Progreso ISD School Board Place 6 & 7	DATE: May 9, 2015		
6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Coding Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	8	$80.00
F	Election Media per Polling Location(s)	**$100.00**	2	$200.00
G	iVotronic Voting Machine(s)	**$150.00**	4	$600.00
G	ADA iVotronic Voting Machine(s)	**$150.00**	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$550.00**	1	$550.00
			Total iVotronic Coding Charges	$2,200.00
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)	**$100.00**	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)	**$150.00**	1	$150.00
C	Printer Labels (per vote)	**$0.03**	5252	$157.56
D	Username/Password - Per Polling Location	**$20.00**	2	$40.00
			Total Electronic Poll Book Charges	$1,247.56
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	60	$33.00
	Election Day Combination Forms	**$0.55**	60	$33.00
	Election Judge Kit for Early Voting	**$35.00**	1	$35.00
	Election Judge Kit for Election Day	**$35.00**	1	$35.00
	Polling Location Map(s)	**$17.00**	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	200	$40.00
			Total Supplies Charges	$210.00
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	400	$100.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	800	$320.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	400	$800.00
	Postage Mail-in-Ballots (per request)	**$0.61**	400	$244.00
	Correspondence Postage	**$0.49**	1	0.49
			Total Mail & Ballot Service Charges	$1,464.49
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	$0.00
6.07	**Payroll for Training and Election Poll Workers**		**Price**	**Total**
	Payroll for Early Voting Employees		**$3,705.10**	$3,705.10
	Payroll for Election Day Employees		**$659.50**	$659.50
			Total Payroll Charges	$4,364.60
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	$250.00
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	$0.00
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 12.00**	1	87	$2.09
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 10.10**	3	261	$15.82
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 12.00**	1	15	$0.36
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 10.10**	3	45	$2.73
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$20.99
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)		**$45.00**	1	$45.00
				Total Cell Phone Charges	$45.00
6.12				Subtotal	$11,602.64
				Administrative Fees (10%)	$1,160.26
				ESTIMATED GRAND TOTAL	$12,762.91

AI-49227 **Elections Administration** **18. C.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of San Juan for their election to be held on May 9, 2015.

BACKGROUND

Three (3) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 4-8-2015, the City of San Juan does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

San Juan Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/08/2015 01:37 PM
Glinda Pacheco	Glinda Pacheco	04/08/2015 04:43 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Amanda Valdez		Started On: 04/08/2015 12:42 PM
Final Approval Date: 04/24/2015		

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

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

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 9, 2015**.

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

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

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 9, 2015**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

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

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 9, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M) Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

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

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

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

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;

G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee

of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

Sandra G. Ramirez
Interim City Secretary
City of San Juan
709 S. Nebraska
San Juan, TX 78589

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

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

ARTICLE VIII
GENERAL PROVISIONS

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

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

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

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

SIGNED this 1st day of April, 2015

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

CITY OF SAN JUAN
ENTITY

BY: _____

PRINT: JUAN GONZALEZ

TITLE: INTERIM CITY MANAGER

ATTEST

BY: _____

PRINT: Sandra G. Ramirez

TITLE: Interim City Secretary

2015 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: City of San Juan Commissioner Place 4 & 5	DATE: May 9, 2015		
6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	8	$80.00
F	Election Media per Polling Location(s)	$100.00	3	$300.00
G	iVotronic Voting Machine(s)	$150.00	9	$1,350.00
G	ADA iVotronic Voting Machine(s)	$150.00	3	$450.00
H	Delivery/ Pick-up Fee (includes Mileage)	$550.00	1	$550.00
			Total iVotronic Coding Charges	**$3,200.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)	$100.00	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)	$150.00	2	$300.00
C	Printer Labels (13,978 per vote)	$0.03	27,956	$838.68
D	Username/Password - Per Polling Location	$20.00	3	$60.00
			Total Electronic Poll Book Charges	**$2,098.68**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	300	$165.00
	Election Day Combination Forms	$0.55	300	$165.00
	Election Judge Kit for Early Voting	$35.00	1	$35.00
	Election Judge Kit for Election Day	$35.00	2	$70.00
	Polling Location Map(s)	$17.00	3	$51.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	300	$60.00
			Total Supplies Charges	**$546.00**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	$0.25	600	$150.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	900	$360.00
	Mail-in-Ballots Kit(s) per request	$2.00	600	$1,200.00
	Postage Mail-in-Ballots (per request)	$0.61	600	$366.00
	Correspondence Postage	$0.49	2	0.98
			Total Mail & Ballot Service Charges	**$2,076.98**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	Payroll for Early Voting Employees	$4,583.00		$4,583.00
	Payroll for Election Day Employees	$1,622.00		$1,622.00
			Total Payroll Charges	**$6,205.00**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$250.00	1	$250.00
			Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	**$0.00**

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 12.00	1	87	$2.09
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	4	348	$28.12
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	2	30	$1.44
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	8	120	$19.39
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$51.04**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)	$45.00	2	$90.00
			Total Cell Phone Charges	**$90.00**
6.12			**Subtotal**	**$16,317.70**
			Administrative Fees (10%)	**$1,631.77**
			ESTIMATED GRAND TOTAL	**$17,949.47**

AI-49225 **Elections Administration** **18. D.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Amanda Valdez,
ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Lease Contract for Election Services between Hidalgo County and the City of Pharr for their election to be held on May 9, 2015.

BACKGROUND

Two (2) originals of Contract for Lease Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 4-8-2015, the City of Pharr does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Pharr Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/08/2015 01:35 PM
Glinda Pacheco	Glinda Pacheco	04/08/2015 05:00 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Amanda Valdez		Started On: 04/08/2015 12:09 PM
Final Approval Date: 04/24/2015		

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

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

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 9, 2015**.

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

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

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

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 9, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Prepare and provide Direct Recording Electronic device training for election workers

(E) Procure, provide, prepare and code Electronic Poll Book(s) per Early Voting polling location with the Voter Registration Database. To include laptop(s), training for poll book, insurance and delivery fee as well as supplies such as but not limited to labels and printer

(F) Provide information for election officers;

(G) Review the eligibility of each provisional voter within 7 days of receiving voted provisional ballots from the ENTITY;

(H) COUNTY will keep provisional ballots for up to 6 days after Election Day to allow for a provisional voter to "cure" their ballot for lack of proper identification as allowed by Texas Election Code Section 65.0541 and in compliance with procedures established by the Texas Secretary of State.

2.02. The Entity shall be responsible for performing the following:

(A) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(B) Deliver in person all voted provisional ballots to the COUNTY for the purpose of the Voter Registrar to review a provisional voter's eligibility no later than the following business day after the final day of Early Voting.

(C) Deliver in person all voted provisional ballots to the COUNTY for the purpose of the Voter Registrar to review a provisional voter's eligibility no later than the following business day after Election Day.

(D) ENTITY will notify COUNTY prior to scheduling their canvassing so as to allow all deadlines to be met per the requirements of Texas Election Code Section(s) 86.07 and 65.0451, and to allow for the ballot board to convene its final meeting.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

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

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), any recounts and/or election contests associated with the election, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records as per Texas Election Code Section 31.096.

ARTICLE V
TERM

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

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage charge;
I. Fee for Voter Registration List(s) in CD format;
J. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book for Early Voting:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $0.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for Election Day by Entity;

6.04 Provide iVotronic scheduled training for Judges and/or clerks or a representative from the Political Subdivision at no cost to the ENTITY;

6.05 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of

receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

Hilda Pedraza
City Clerk
City of Pharr
PO Box 1729
Pharr, TX 78577

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

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

ARTICLE VIII
GENERAL PROVISIONS

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

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

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

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

SIGNED this _____ day of _____, 2015

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

CITY OF PHARR
ENTITY

BY: _____

PRINT: FRED SANDOVAL

TITLE: CITY MANAGER

ATTEST

BY: _____

PRINT: Hilda Pedraza

TITLE: City Clerk

2015 Hidalgo County Elections
Leasing Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Pharr-Mayor & Commissioner's Place 1, 5 & 6	DATE: May 9, 2015

	Programming Services for iVotronic	Price	Quantity	Total
6.01 A	Base Charge: Ballot Programming	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Programmed Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contests/ Office)	$10.00	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidates/ Answer)	$10.00	12	$120.00
F	Election Media per Polling Location(s)	$100.00	7	$700.00
G	iVotronic Voting Machine(s)	$150.00	16	$2,400.00
G	ADA iVotronic Voting Machine(s)	$150.00	7	$1,050.00
H	Delivery/Pick-up Fee (includes Mileage)	$550.00	1	$550.00
I	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	$17.50	1	$17.50
			Total iVotronic Programming Charges	$5,317.50

	Early Voting Electronic Poll Book (VoteSafe)	Price	Quantity	Total
6.02 A	Voter Registration Database (per day)	$100.00	9	$900.00
B	Laptop Rental	$150.00	2	$300.00
B	Brother Printer Rental (per day)	$4.35	18	$78.30
C	Printer Labels (27,488 per vote)	$0.03	54,976	$1,649.28
D	Username/Password - Per Polling Location	$20.00	2	$40.00
			Total Electronic Poll Book Charges	$2,967.58

	Election Day Poll Book	Price	Quantity	Total
6.03	PDF CD File	$17.50	1	$17.50
			Total Poll Book Charges	$17.50

	Training	Price	Quantity	Total
6.04	iVotronic and Votesafe scheduled training	$0.00	1	$0.00
			Total Training Charges	$0.00

6.05	Subtotal	$8,302.58
	Administrative Fees (10%)	$830.26
	ESTIMATE GRAND TOTAL	$9,132.84

AI-49230 **Elections Administration** **18. E.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Lease Contract for Election Services between Hidalgo County and the City of Edinburg for their election to be held on May 9, 2015.

BACKGROUND

Three (3) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 4-8-2015, the City of Edinburg does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Edinburg Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/08/2015 01:38 PM
Manuel Chapa	Manuel Chapa	04/09/2015 09:04 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Amanda Valdez		Started On: 04/08/2015 01:22 PM
Final Approval Date: 04/24/2015		

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

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

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 9, 2015**.

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

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

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

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 9, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Prepare and provide Direct Recording Electronic device training for election workers

(E) Procure, provide, prepare and code Electronic Poll Book(s) per Early Voting polling location with the Voter Registration Database. To include laptop(s), training for poll book, insurance and delivery fee as well as supplies such as but not limited to labels and printer

(F) Provide information for election officers;

(G) Review the eligibility of each provisional voter within 7 days of receiving voted provisional ballots from the ENTITY;

(H) COUNTY will keep provisional ballots for up to 6 days after Election Day to allow for a provisional voter to "cure" their ballot for lack of proper identification as allowed by Texas Election Code Section 65.0541 and in compliance with procedures established by the Texas Secretary of State.

2.02. The Entity shall be responsible for performing the following:

(A) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(B) Deliver in person all voted provisional ballots to the COUNTY for the purpose of the Voter Registrar to review a provisional voter's eligibility no later than the following business day after the final day of Early Voting.

(C) Deliver in person all voted provisional ballots to the COUNTY for the purpose of the Voter Registrar to review a provisional voter's eligibility no later than the following business day after Election Day.

(D) ENTITY will notify COUNTY prior to scheduling their canvassing so as to allow all deadlines to be met per the requirements of Texas Election Code Section(s) 86.07 and 65.0451, and to allow for the ballot board to convene its final meeting.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

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

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), any recounts and/or election contests associated with the election, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records as per Texas Election Code Section 31.096.

ARTICLE V
TERM

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

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage charge;
I. Fee for Voter Registration List(s) in CD format;
J. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book for Early Voting:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $0.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for Election Day by Entity;

6.04 Provide iVotronic scheduled training for Judges and/or clerks or a representative from the Political Subdivision at no cost to the ENTITY;

6.05 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of

receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

Myra L Ayala Garza
City Secretary
City of Edinburg
PO Box 1079
Edinburg, TX 78540

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

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

ARTICLE VIII
GENERAL PROVISIONS

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

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

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

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

SIGNED this _____ day of _____, 2015

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

CITY OF EDINBURG
ENTITY

BY: _____

PRINT: RAMIRO GARZA, JR.

TITLE: CITY MANAGER

ATTEST

BY: _____

PRINT: MYRA L. AYALA-GARZA

TITLE: CITY SECRETARY

APPROVED AS TO FORM:
PALACIOS, GARZA & THOMPSON, PC

BY: _____
City Attorney

CITY OF EDINBURG, TEXAS

2015 Hidalgo County Elections
Leasing Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Edinburg
Municipal Court Judge & Councilmember Place 3 & 4

DATE: May 9, 2015

	Programming Services for iVotronic	Price	Quantity	Total
A	Base Charge: Ballot Programming	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Programmed Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contests/ Office)	**$10.00**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidates/ Answer)	**$10.00**	12	$120.00
F	Election Media per Polling Location(s)	**$100.00**	6	$600.00
G	iVotronic Voting Machine(s)	**$150.00**	12	$1,800.00
G	ADA iVotronic Voting Machine(s)	**$150.00**	7	$1,050.00
H	Delivery/Pick-up Fee (includes Mileage)	**$550.00**	1	$550.00
I	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	**$17.50**	1	$17.50
			Total iVotronic Programming Charges	**$4,617.50**

	Early Voting Electronic Poll Book (VoteSafe)	Price	Quantity	Total
	Voter Registration Database (per day)	**$100.00**	9	$900.00
	Laptop Rental	**$150.00**	1	$150.00
	Brother Printer Rental (per day)	**$4.35**	9	$39.15
	Printer Labels (35,114 per vote)	**$0.03**	70,228	$2,106.84
	Username/Password - Per Polling Location	**$20.00**	1	$20.00
			Total Electronic Poll Book Charges	**$3,215.99**

	Election Day Poll Book	Price	Quantity	Total
	PDF CD File	**$17.50**	1	$17.50
			Total Poll Book Charges	**$17.50**

	Training	Price	Quantity	Total
	iVotronic and Votesafe scheduled training	**$0.00**	1	$0.00
			Total Training Charges	**$0.00**

	Subtotal	**$7,850.99**
	Administrative Fees (10%)	**$785.10**
	ESTIMATE GRAND TOTAL	**$8,636.09**

AI-49396 **Elections Administration** **18. F.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Lease Contract for Election Services between Hidalgo County and the City of McAllen for their election to be held on May 9, 2015.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

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

As of 4-21-2015, City of McAllen does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

McAllen Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2015 03:19 PM
Manuel Chapa	Manuel Chapa	04/22/2015 02:03 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Amanda Valdez		Started On: 04/21/2015 03:06 PM
Final Approval Date: 04/24/2015		

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

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

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 9, 2015**.

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

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

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

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 9, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Prepare and provide Direct Recording Electronic device training for election workers

(E) Procure, provide, prepare and code Electronic Poll Book(s) per Early Voting polling location with the Voter Registration Database. To include laptop(s), training for poll book, insurance and delivery fee as well as supplies such as but not limited to labels and printer

(F) Provide information for election officers;

(G) Review the eligibility of each provisional voter within 7 days of receiving voted provisional ballots from the ENTITY;

(H) COUNTY will keep provisional ballots for up to 6 days after Election Day to allow for a provisional voter to "cure" their ballot for lack of proper identification as allowed by Texas Election Code Section 65.0541 and in compliance with procedures established by the Texas Secretary of State.

2.02. The Entity shall be responsible for performing the following:

(A) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(B) Deliver in person all voted provisional ballots to the COUNTY for the purpose of the Voter Registrar to review a provisional voter's eligibility no later than the following business day after the final day of Early Voting.

(C) Deliver in person all voted provisional ballots to the COUNTY for the purpose of the Voter Registrar to review a provisional voter's eligibility no later than the following business day after Election Day.

(D) ENTITY will notify COUNTY prior to scheduling their canvassing so as to allow all deadlines to be met per the requirements of Texas Election Code Section(s) 86.07 and 65.0451, and to allow for the ballot board to convene its final meeting.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

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

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), any recounts and/or election contests associated with the election, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records as per Texas Election Code Section 31.096.

ARTICLE V
TERM

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

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage charge;
I. Fee for Voter Registration List(s) in CD format;
J. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book for Early Voting:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $0.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for Election Day by Entity;

6.04 Provide iVotronic scheduled training for Judges and/or clerks or a representative from the Political Subdivision at no cost to the ENTITY;

6.05 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of

receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

Annette Villarreal
City Secretary
City of McAllen
PO Box 220
McAllen, TX 78505-0220

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

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

ARTICLE VIII
GENERAL PROVISIONS

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

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

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

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

SIGNED this _____ day of _____, 2015

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

CITY OF MCALLEN
ENTITY

BY: James E. Darling

PRINT: JAMES E. DARLING

TITLE: MAYOR

ATTEST

BY: Annette Villarreal

PRINT: Annette Villarreal

TITLE: City Secretary

2015 Hidalgo County Elections
Leasing Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of McAllen District 5 & 6	DATE: May 9, 2015

	Programming Services for iVotronic	Price	Quantity	Total
A	Base Charge: Ballot Programming	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	2	$50.00
A	Request Change on Programmed Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contests/ Office)	$10.00	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidates/ Answer)	$10.00	8	$80.00
F	Election Media per Polling Location(s)	$100.00	5	$500.00
G	iVotronic Voting Machine(s)	$150.00	12	$1,800.00
G	ADA iVotronic Voting Machine(s)	$150.00	5	$750.00
H	Delivery/Pick-up Fee (includes Mileage)	$550.00	1	$550.00
I	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	$17.50	1	$17.50
			Total iVotronic Programming Charges	$4,217.50

	Early Voting Electronic Poll Book (VoteSafe)	Price	Quantity	Total
	Voter Registration Database (per day)	$100.00	8	$800.00
	Laptop Rental	$150.00	3	$450.00
	Brother Printer Rental (per day)	$4.35	8	$34.80
	Printer Labels (19,800 per vote)	$0.03	39,600	$1,188.00
	Username/Password - Per Polling Location	$20.00	3	$60.00
			Total Electronic Poll Book Charges	$2,532.80

	Election Day Poll Book	Price	Quantity	Total
	PDF CD File	$17.50	1	$17.50
			Total Poll Book Charges	$17.50

	Training	Price	Quantity	Total
	iVotronic and Votesafe scheduled training	$0.00	1	$0.00
			Total Training Charges	$0.00

	Subtotal	$6,767.80
	Administrative Fees (10%)	$676.78
	ESTIMATE GRAND TOTAL	$7,444.58

AI-49237 **Head Start** **19. A.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Recruitment Report for Program Year 2015-2016

BACKGROUND

Policy Council Approval: 04.15.15

Fiscal Impact

Attachments

Recruitment Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 03:17 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Linda Galaviz		Started On: 04/08/2015 02:23 PM
Final Approval Date: 04/24/2015		

Hidalgo County Head Start Program
PY 2015-2016 Recruitment Count

	Center	Class Quota	Recruitment Total 03/06/2015	Special Services #	Recruitment Total 03/16/2015	Special Services #	Total
1	Alamo	102	68	1	81		150
2	Alton	100	70	2	75		147
3	Austin One-Stop	137	62		86		148
4	Donna I	136	153		254		407
5	Donna II	60	50		43		93
6	Donna IV	33	20		26		46
7	Edcouch	157	80		78		158
8	Edinburg I	57	48		25		73
9	Edinburg II	34	38		14		52
10	Edinburg III	51	51		48		99
11	Edinburg IV	196	146		220		366
12	Edinburg V	156	116		256		372
13	Elsa	57	38		20		58
14	Farias	100	40		58		98
15	Hidalgo	51	28		23		51
16	La Herencia	52	47		17		64
17	La Joya	91	55		35		90
18	Las Milpas I	85	54		103		157
19	McAllen IV	51	30		20		50
20	McAllen V	57	23		14		37
21	McAllen VI	51	36		26		62
22	Mercedes I	117	128		72		200
23	Mercedes II	34	30		20		50
24	Mission I	77	20		20		40
25	Mission II	134	68		40		108
26	Mission III	51	26		34		60
27	Mission IV	60	28		32		60
28	Monte Alto	37	49		45		94
29	Napper	140	41		72		113
30	Palacios	136	79		68	1	148
31	Palmview II	157	71	5	64	2	142
32	Palmview III	120	102		44		146
33	Pharr	85	58		72		130
34	Progreso	57	54		56		110
35	San Carlos	80	116		23		139
36	San Juan I	51	48		28		76
37	San Juan II	119	122	3	157		282
38	Sullivan City	94	25		40		65
39	UTPA	34	20		15		35
40	Vine Terrace	56	27		28		55
41	Weslaco I	80	85		50		135
42	Weslaco III	100	65		45		110
43	Western Road	57	72	1	42		115
	Total	**3690**	**2587**	**12**	**2589**	**3**	5191

AI-49238 **Head Start** **19. B.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Summer Work Schedule

BACKGROUND

Policy Council Approval: 04.15.15

Fiscal Impact

Attachments

Summer Work Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 03:17 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Linda Galaviz		Started On: 04/08/2015 02:28 PM
Final Approval Date: 04/24/2015		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: April 15, 2015

SUBJECT: Discussion/Approval of Summer Work Schedule

RATIONALE/NEED: The Administrative Office staff is recommending working the four (4) day week this summer. The day will begin at 7:00 a.m. and end at 6:00 p.m. including one (1) hour for lunch. The Administrative Office staff were presented with three (3) options to choose from and the above summer work schedule received the majority of the votes.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Voting Results and Summer Work Calendar

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Summer Work Schedule
2015 Results

Departments	OPTION 1 Monday – Thursday 8:00 am – 6:00 pm Friday 8:00 am – 12 Noon (1 Hour Lunch)	OPTION 2 Monday – Thursday 7:00 am – 6:00 pm Friday OFF (1 Hour Lunch)	OPTION 3 Monday – Thursday 7:00 am – 5:00 pm Friday 7:00 am – 11:00 am (1 Hour Lunch)	TOTAL VOTES
Administration	1	6		7
Child Nutrition		4		4
Compliance		1		1
Education		6		6
Family Services		5		5
Finance		5		5
Health/Mental Health		6		6
Human Resources		7		7
Maintenance/Transportation/ Warehouse	2	20		22
M.I.S.		3		3
Procurement		3		3
Special Services		4		4
Staff Development		2		2
Transition		2		2
TOTALS	3	74		77

2015
Summer Work Schedule

OPTION 2

Monday – Thursday
7:00 a.m. – 6:00 p.m.
Friday – Off

JUNE 2015				
Mon	**Tue**	**Wed**	**Thu**	**Fri**
1 7:00-6:00	**2** 7:00-6:00	**3** 7:00-6:00	**4** 7:00-6:00	**5** Off
8 1st Phase Begins 7:00-6:00	**9** 7:00-6:00	**10** 7:00-6:00	**11** 7:00-6:00	**12** Off
15 7:00-6:00	**16** 7:00-6:00	**17** 7:00-6:00	**18** 7:00-6:00	**19** Off
22 2nd Phase Begins Office Closed	**23** Office Closed	**24** Office Closed	**25** Office Closed	**26** Office Closed
29 Office Closed	**30** Office Closed			

JULY 2015				
Mon	**Tue**	**Wed**	**Thu**	**Fri**
		1 Office Closed	**2** Office Closed	**3** Office Closed
6 Office Closed	**7** Office Closed	**8** Office Closed	**9** Office Closed	**10** Office Closed
13 Office Closed	**14 1st Phase Returns** 7:00-6:00	**15** 7:00-6:00	**16** 7:00-6:00	**17** Off
20 7:00-6:00	**21** 7:00-6:00	**22** 7:00-6:00	**23** 7:00-6:00	**24** Off
27 Regular Work Schedule 8:00-5:00	**28 2nd Phase Returns** 8:00-5:00	**29** 8:00-5:00	**30** 8:00-5:00	**31** 8:00-5:00

Policy Council Approval:
Commissioners' Court Approval:

AI-49239 **Head Start** **19. C.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Relocation of Classrooms

BACKGROUND

Policy Council Approval: 04.15.15

Fiscal Impact

Attachments

Relocatio of Classrooms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 03:17 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Linda Galaviz		Started On: 04/08/2015 02:29 PM
Final Approval Date: 04/24/2015		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: April 15, 2015

SUBJECT: Discussion/Approval of Relocation of Classrooms

RATIONALE/NEED: There is a need to relocate classrooms to McAllen V from Vine Terrace Head Start Center. This move represents a consolidation of resources, that will enhance the daily management and operations of the facility as it will ensure compliance with changing regulations from Texas Child Care Licensing. The two facilities are in close proximity and it will not adversely impact services to children and families in the area.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Letter to McAllen Housing Authority

****

INITIATED BY: Edmundo Garcia, Assistant Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

April 2, 2015

Arnold Padilla
Executive Director
McAllen Housing Authority
2301 Jasmine
McAllen, Texas, 78501

Dear Mr. Padilla,

It was a pleasure meeting you and telling you about the Hidalgo County Head Start's plan for new coming school year. It was refreshing to meet someone in your position that is very familiar with Head Start's goals and objectives in helping children and their families transition into successful members of their community.

As you were informed during our meeting, the Hidalgo County Head Start Program (HCHSP) would like to request your consideration of relocating two of the classrooms from the Vine Terrace facility to the facility located at 1200 North 25th St, or as we refer to it, our McAllen V Center. The third classroom will be relocated to our A-1 Facility located at 2100 Fir St. in McAllen. For HCHSP this move represents a strategic consolidation of resources that will enhance the daily management and operation of the facility as well as improve compliance with changing regulations from the Texas Child Care Licensing Agency and will not adversely impact services to the children and families of the area. In addition HCHSP will also like to extend our gratitude for assisting the Program in securing the probable usage of the additional playground area to make this move possible to the McAllen V facility.

The lease agreement will also be amended to reflect a "higher enrollment prioritization for Head Start Services" to qualifying families residing in the McAllen Housing units". Since the lease agreements for both facilities expire on December 31, 2015, HCHSP will provide you with the appropriate termination notice for the Vine Terrace facility and a new amended lease for the McAllen V facility, for your consideration prior to its maturity.

Sincerely,

Teresa Flores

Teresa Flores
Executive Director

AI-49240 **Head Start** **19. D.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term on the Interlocal Agreements for Two Facilities (under the same terms and conditions) with the Edcouch-Elsa Independent School District

BACKGROUND

Policy Council Approval: 04.15.15

Fiscal Impact

Attachments

Extend Interlocal Agreements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 03:08 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Linda Galaviz		Started On: 04/08/2015 02:34 PM
Final Approval Date: 04/24/2015		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: April 15, 2015

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term on the Interlocal Agreements for Two Facilities (under same terms and conditions) with the Edcouch-Elsa Independent School District.

RATIONALE/NEED: The existing Interlocal Agreements (for the Head Start Center and Edcouch Central Kitchen) need to be extended for an additional year in order to continue serving Head Start children and families.

RECOMMENDATION: Administration recommends approval

COST: Head Start (HHS-ACF) funds are available in the budget. Rent: 19-20-5152-10000-505

RELATED INFORMATION INCLUDED: Interlocal Agreement Extensions

.....

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

One Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated July 1st, 2014 between Hidalgo County and the **Edcouch-Elsa Independent School District (Edcouch Head Start Center)** for the property located at 201 N. Yellow Jacket Drive, Elsa, TX., 78538 (The "Original Interlocal Agreement").

If the **Edcouch-Elsa Independent School District** agrees to this one (1) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **Edcouch-Elsa Independent School District** for its cooperation and support in this matter.

The beginning and ending date of extension shall be July 1st, 2015 through June 30th, 2016. The Original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: **Edcouch-Elsa Independent School District**
201 N. Yellow Jacket Drive
Elsa, TX 78538

Authorized Official:

By: _____

Title: _____

Date: _____

One Year Interlocal Agreement Extension (Cont.)

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

One Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated July 1st, 2014 between Hidalgo County and the **Edcouch-Elsa Independent School District (Edcouch Central Kitchen)** for the property located at 831 E. Edinburg Hwy 107, Elsa, TX., 78538 (The "Original Interlocal Agreement").

If the **Edcouch-Elsa Independent School District** agrees to this one (1) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **Edcouch-Elsa Independent School District** for its cooperation and support in this matter.

The beginning and ending date of extension shall be July 1st, 2015 through June 30th, 2016. The Original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: **Edcouch-Elsa Independent School District**
831 E. Edinburg Hwy 107
Elsa, TX 78538

Authorized Official:

By: _____

Title: _____

Date: _____

One Year Interlocal Agreement Extension (Cont.)

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

AI-49242 **Head Start** **19. E.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and The University of Texas Rio Grande Valley

BACKGROUND

Policy Council Approval: 04.15.15

Fiscal Impact

Attachments

MOU w UTRGV

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 03:08 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Linda Galaviz		Started On: 04/08/2015 02:39 PM
Final Approval Date: 04/24/2015		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: April 15, 2015

SUBJECT: Discussion/ Approval of Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the University of Texas Rio Grande Valley

RATIONALE/NEED: Memorandum of Understanding (MOU) is needed to continue providing Head Start services to children of the community.

RECOMMENDATION: Administration recommends approval

COST: There is no cost for the use of classrooms

RELATED INFORMATION INCLUDED: Memorandum of Understanding

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

MEMORANDUM OF UNDERSTANDING
Between
Hidalgo County Head Start Program and
The University of Texas Rio Grande Valley
2015 – 2016

WHEREAS, the County of Hidalgo acting by and through the Hidalgo County Head Start Program ("Head Start"), a governmental entity, desires to provide a Head Start Program for children ages 3 and 4 years old at The University of Texas Rio Grande Valley campus, hereinafter referred to as "University".

WHEREAS, the University desires to provide facilities for Head Start to provide its services to qualified children of the service area,

NOW THEREFORE, The University and Head Start agree as follows:

1. Classes

Head Start agrees to provide all personnel, supplies and equipment, during regular Head Start hours, in order to provide child development services for qualified children of the service area (the "Services"). Head Start will operate between the hours of 7:45 a.m. and 5:15 p.m. as needed in facilities provided and designated by the University at College of Education Model Lab Center. The University will designate two (2) classrooms located in the College of Education, a kitchen area for food preparation, and office space (the "Facility"); a minimum of three (3) reserved parking spaces for parents and a playground area to be used by the Head Start Program for a program defined above will also be provided.

2. Term

The term of this Memorandum of Understanding is for one (1) year commencing August 1, 2015 and terminating July 31, 2016.

3. Facilities

The University hereby agrees to provide two (2) classrooms located in the College of Education ("COE"), a kitchen area for food preparation, office space, a minimum of three (3) reserved parking spaces for parents, and a playground area on a year round basis for Head Start to conduct its Early Childhood Development Program. Head Start agrees to pay for utilities, including but not limited to, lighting, heating, ventilation, air conditioning, water and general custodial services reasonably required to provide services. Utility cost will be prorated by the parties based on the square footage

occupied by Head Start. Head Start will also pay for all expenses associated with the janitorial maintenance of the Facility and seven (7) parking passes for the Head Start staff. Head Start shall coordinate all programs and schedules with the assigned Liaison of the University. Head Start assumes responsibility and liability arising from, associated with or in any way connected to the storage of all property of Head Start on the premises of the University. In connection therewith and not in any way limiting the foregoing, Head Start expressly assumes all liability and responsibility for theft or damages to property of Head Start located on the premises of the University.

4. Insurance

At all times during the term of this Memorandum of Understanding, Head Start shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. Head Start agrees to carry insurance in the amounts shown below. Head Start will furnish the University with certificates of insurance covering all required policies.

- Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $1,000,000:

Employers Liability - Each Accident	$1,000,000
Employers Liability - Each Employee	$1,000,000
Employers Liability - Policy Limit	$1,000,000

- Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	$1,000,000
Damage to Rented Premises	$ 100,000
Medical Expenses (any one person)	$ 10,000
Personal & Advertising Injury	$1,000,000

- Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Combined Single Limit Bodily Injury and Property Damage;

Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed and name University as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of University. All policies with the exception of Workers'

Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to University.

5. Indemnification

TO THE EXTENT ALLOWED BY LAW, HEAD START WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE UNIVERSITY OF TEXAS SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM HEAD START'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF HEAD START, ANYONE DIRECTLY EMPLOYED BY HEAD START OR ANYONE FOR WHOSE ACTS HEAD START MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

TO THE EXTENT ALLOWED BY LAW, UNIVERSITY WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY HEAD START, AND HOLD HARMLESS HEAD START AND THE COUNTY, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM UNIVERSITY'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF UNIVERSITY, ANYONE DIRECTLY EMPLOYED BY THE UNIVERSITY OR ANYONE FOR WHOSE ACTS THE UNIVERSITY MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

6. Other

The University agrees to collaborate with Head Start through community service projects such as: Week of the Young Child, dia del libro, adopt a child, holiday events, etc. The COE agrees to identify courses that will participate in Head Start Model Lab Center to include: Early childhood Education,

Bilingual Education and Special Education. Head Start agrees to allow the University to use the Head Start classrooms as a site for research involving young children by designated faculty with appropriate IRB forms. Head Start agrees to allow the University to use the Head Start classrooms to provide field experiences to students at the COE studying child development and the teaching and learning process (observations, activities, lessons, etc.). Head Start agrees to allow University faculty to model appropriate lessons based on young children's developmental needs and interests in areas such as early language and literacy skills, dual language development, math concepts, exploring science and nature, social and emotional skills, utilizing a philosophy of active learning through play that will contribute to their success in later schooling. Head Start will request permission from Head Start parents whose children are participating in the COE Head Start Model Lab Center to be part of the naturalistic observation which takes place daily. The observation will be done through the one-way view windows in classrooms 1.404 and 1.406.

7. Termination

The University and Head Start shall have the right to cancel this Memorandum of Understanding for any reason upon thirty (30) day notice. Any notice of termination must be in writing and sent by certified mail no less than thirty (30) days before the effective date of such termination as follows:

If to University:
The University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539
Attention: Martin Baylor
Vice-President for Business Affairs

with copy to:
The University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539
Attention: Norma Dryer
Director of Materials Management

If to Head Start:
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, TX 78540
Attention: Teresa Flores
Executive Director

8. Standards of Performance; Applicable Laws

Notwithstanding anything to the contrary contained in this Memorandum of Understanding, Head Start agrees and acknowledges that University is entering into this Memorandum of Understanding in reliance on Head Start's special and unique knowledge and abilities with respect to the operation and management of the Services. Head Start accepts the relationship of trust and confidence established between it and University by this Memorandum of Understanding. Head Start will use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of University in accordance with University's requirements and procedures, in accordance with the highest standards of Head Start's profession or business and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances and orders.

9. Limited Access; Facility License

Head Start, its employees, representatives, agents, and subcontractors, will have the right to use and access only the Facility to perform the Services and will have no right to use or access any other University facilities. University will permit Head Start to use the Facility in accordance with the license contained in this Section. University licenses the Facility in its current, "as is" condition to Head Start for use by Head Start and its employees, representatives, agents, and subcontractors in the performance of the Services and for no other purpose. This is a non-exclusive license to use the Facility. University may enter the Facility at any time for any reason. No unlawful activities will be permitted in the use of the Facility. Head Start will comply with all Applicable Laws in connection with the use of the Facility. Head Start will cause all of its employees, representatives, agents, and subcontractors to observe and comply with all Applicable Laws.

Head Start will not modify, alter or repair the Facility or any other University facilities without the prior written approval of University and with project management of renovations by University.

Head Start will not harm the Facility or make any use of the Facility that is offensive as determined by University. Upon expiration or termination of this Memorandum of Understanding for any reason, Head Start will remove Head Start Owned Equipment and other effects, repair any damage caused by the removal, and peaceably deliver up the Facility in clean condition and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of Head Start not removed within two (2) days following the termination will be deemed abandoned by Head Start and University may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to Head Start.

Head Start will not suffer any mechanic's lien to be filed against the Facility or the adjoining facilities by reason of any work, labor, services, or materials performed at or furnished to the Facility for Head Start. Nothing in this Memorandum of Understanding will be construed

as the consent of University to subject University's estate in the Facility or adjoining facilities to any lien.

The Facility is sufficiently equipped for Head Start to provide the Services in accordance with the terms and conditions of this Memorandum of Understanding.

Date:_____

By:_____
Martin Baylor, VP for Bus Affairs
The University of Texas Rio Grande Valley

Date:_____

By:_____
Honorable Ramon Garcia
Hidalgo County Judge

Approved As to Form:
Oxford & Gonzalez

Date:_____

By:_____
Ricardo Gonzalez

By:_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

Approved As to Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

ATTEST:

By:_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved by Policy Council:
Approved by Commissioner's Court:

AI-49243 **Head Start** **19. F.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

BACKGROUND

Policy Council Approval: 04.15.15

Fiscal Impact

Attachments

Obsolete Items

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 03:06 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Linda Galaviz		Started On: 04/08/2015 02:41 PM
Final Approval Date: 04/24/2015		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: April 15, 2015

SUBJECT: Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

RATIONALE/NEED: The items listed on the attached surplus materials/equipment list are not in operating condition, they are old and beyond any possible repair. The Policy Council must approve the disposition of these items.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum and List of Surplus Materials and Equipment

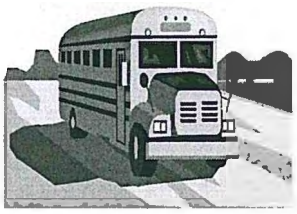
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INITIATED BY: Oscar Palacios, Field Operations Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

MEMORANDUM



To: Edmundo Garcia, Assistant Program Director

From: Oscar Palacios, Field Operations Director

Subj.: Surplus materials/equipment

Date: March 30, 2015

CC: Teresa Flores, Executive Director
Elma Keller, CFO
Noelia Smith, Benefits Administrator
Files

After review and evaluation of our inventory of vehicles, supplies and equipment, I am attaching for the consideration and approval a comprehensive list of items that have been determined to be obsolete.

These items have been categorized as surplus, due to their state of disrepair, age and/or unacceptable under State Licensing regulations.

Once authorization is obtained from the Policy Council and Commissioner's Court I will transfer these items to the county to be placed on the next scheduled auction on May 13, 2015.

Attachments

2015 Auction List

HIDALGO COUNTY HEAD START PROGRAM

Description	Inventory Tag #	Serial/Model #	Qty
APPLIANCES	***	***	*
CONVECTION OVEN		N/A	1
AVANTI (SMALL) REFRIGERATOR	015695	006847	1
AUTOMOTIVE	***	***	
TRUCK TIRES	N/A	N/A	11
BUS TIRES	N/A	N/A	2
ELECTRICAL/AIR COND.	***	***	
FRIEDRICH WINDOW A/C UNIT	N/A	LEBR09653	1
FRIEDRICH WINDOW A/C UNIT	N/A	LEBRO9535	1
A/C CONDENSER	00001156	N/A	1
A/C COMPRESSOR	00001512	N/A	1
RUUD FURNACE	N/A	M270900851	1
ELECTRONICS	***	***	*
AMPLIVOX CD RADIO	N/A	SL1010130800956	1
CALIFONE RECORD PLAYER	001542	JB2121	1
CALIFONE RECORD PLAYER	N/A	DJ0171	1
CALIFONE RECORD PLAYER	010418	HG0302	1
COBY CD/RADIO	N/A	CX-CD250	1
PANASONIC CD-R/RW	N/A	WJ6SF001361	1
PANASONIC CD-R/RW	N/A	WJ6SF001447	1
PANASONIC CD-R/RW	N/A	WJ6SF001368	1
RCA CD PLAYER	18192	HA130J524A0892	1
SANYO TV	PF00114	N/A	1
FURNITURE	***	***	*
TRAPEZOID TABLE TOP	N/A	N/A	1
BULLETIN BOARD 4X10 FT	N/A	N/A	13
CLASSROOM TABLE	001994	N/A	1
CLASSROOM TABLE	008758	N/A	1
CLASSROOM TABLE	008438	N/A	1
CLASSROOM TABLE	011298	N/A	1
CLASSROOM TABLE	N/A	N/A	30
ROUND AREA TABLES	N/A	N/A	5
ROUND AREA TABLES	19456	N/A	1
COMPUTER TABLES	N/A	N/A	4
BOOK SHELF	004032	N/A	1
BOOK SHELF	N/A	N/A	7
EASELS	N/A	N/A	14
WOODEN TABLES	N/A	N/A	2
MIRROR	N/A	N/A	3
WOODEN CUBBY STORAGE SHELF	01486	N/A	1
WOODEN CHAIR	001884	N/A	1

Description	Inventory Tag #	Serial/Model #	Qty
FURNITURE, CHILDRENS	***	***	*
CHAIRS	N/A	N/A	54
COTS	N/A	N/A	202
HIGH CHAIRS	N/A	N/A	2
FURNITURE, OFFICE			
CHAIRS	N/A	N/A	9
WOODEN CHAIRS	N/A	N/A	2
WOODEN DESK	16247	N/A	1
WOODEN DESK	17763	N/A	1
WOODEN DESK	012599	N/A	1
WOODEN DESK	N/A	N/A	2
METAL DESK	007629	N/A	1
2-DOOR STORAGE CABINET	008661	N/A	1
2-DOOR STORAGE CABINET	010787	N/A	1
2-DOOR STORAGE CABINET	002967	N/A	1
2-DOOR STORAGE CABINET	008660	N/A	1
4-DRAWER METAL CABINET	014481	N/A	1
JANITORIAL EQUIPMENT	***	***	*
SANITAIRE VACUUM	1728	0743010355	1
RELIAVAC	18484	2044720	1
KITCHEN EQUIPMENT	***	***	*
FOOD CARTS	N/A	N/A	2
OFFICE EQUIPMENT			
LAMINEX MINIKOTE LAMINATOR	015850/1196	0239-1810	1
ITE LAMINTOR	17647/2365	9613157	1
AT&T CORDLESS PHONE	N/A	KD503125606	1
AT&T CORDLESS PHONE	N/A	BG83248042	1
KYOCERA FAX MACHINE	16955	UPN6500913	1
KYOCERA FAX MACHINE	16718	UPN6500065	1
KYOCERA FAX MACHINE	N/A	UPN6500483	1
KYOCERA FAX MACHINE	18135	UPN6501827	1
KYOCERA FAX MACHINE	18139	UPN6501847	1
KYOCERA FAX MACHINE	16035	AFF4005266	1
KYOCERA FAX MACHINE	18138	UPN6501761	1
HP DESKJET 940C	16449	MX2606F12Z	1
OVERHEAD PROJECTOR	015849	1051551	1
FELLOWES PAPER SHREDDER	18358	N/A	1
PAPER SHREDDER	18823	SPL-TXC10A	1
OUTDOOR EQUIPMENT	***	***	
YARD MACHINE PUSH MOWER	N/A	43033551972	1
YARD MACHINE PUSH MOWER	20237	N/A	1
CARRIER A/C BLOWER	N/A	4596A14143	1
WAGNER SPRAY PAINTER	N/A	N/A	1
PRESSURE WASHER	18944	N/A	1

Description	Inventory Tag #	Serial/Model #	Qty
PLAYGROUND EQUIPMENT			
SADDLE MATE SPRING HORSES	N/A	N/A	4
TOOLS	***	***	
PASLODE FINISH NAILER	17679	N/A	1
TOYS	***	***	*
TELEPHONE BOOTHS	N/A	N/A	6
WOODEN CRIB	001042	N/A	1
WORK/TOOL BENCHES	N/A	N/A	8
WOODEN IRONING BOARDS	N/A	N/A	2
DOLLS	N/A	N/A	6
BOX ASSORTED TOYS	N/A	N/A	2
KITCHEN STOVE	000122	N/A	1
AREA SOFAS	N/A	N/A	10
VEHICLES			
1995 GMC CARGO VAN	00001037	1GTEG25K4SF504820	1

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

DEPARTMENT NAME | LOCATION | Page 1 of 1

TRANSFER TO: SURPLUS

TRANSFER FROM: HIDALGO COUNTY HEAD START PROGRAM

TF#

CONTACT INFORMATION:

NAME (PRINT OSCAR PALACIOS | PHONE.: 956-383-0706 | FAX NO.: 956-380-4180 | E-MAIL: oscar.palacios@hchsp.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	1995 GMC VAN	00001037	1GTEG25K4SF504820	(F)
2				
3				
4				
5				
6				
7				
8				
9				
10				

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT		

JUSTIFICATION FOR TRANSFER:

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent			
Contact Person transferring item(s) out			
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES PREMISES.

DATE INITIAL

EFFECTIVE DATE: XX/XX/XX

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

AI-49477 **Precinct #2** **20. A.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Resolution of commitment for local cash match funding for the the Hidalgo County Precinct 2 Regional Hike and Bike Trail Project under the Hidalgo County Metropolitan Planning Organization's FY 2015-2016 Transportation Alternatives Program.

BACKGROUND

Fiscal Impact

Attachments

Resolution
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/24/2015 01:16 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Erika Zamora		Started On: 04/24/2015 11:05 AM
Final Approval Date: 04/24/2015		

Resolution No. _____

RESOLUTION OF COMMITMENT FOR LOCAL CASH-MATCH FUNDING FOR THE HIDALGO COUNTY PRECINCT 2 REGIONAL HIKE AND BIKE TRAIL PROJECT UNDER THE HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION'S FISCAL YEAR 2015-2016 TRANSPORTATION ALTERNATIVES PROGRAM.

STATE OF TEXAS
COUNTY OF HIDALGO

WHEREAS, the Hidalgo County Metropolitan Planning Organization (HCMPO) has requested Projects within Hidalgo County be submitted for potential reimbursable federal funding under the Transportation Alternatives Program (TAP); and

WHEREAS, the HCMPO has stated that approximately $4.6 Million is anticipated to be available to fund TAP projects (projects that expand alternative modes of transportation) in the Hidalgo County planning area for fiscal years 2015 and 2016; and

WHEREAS, the Hidalgo County Pct. 2 Regional Hike & Bike Trail Project is being proposed to provide enhanced connectivity for pedestrian traffic between the Cities of San Juan, Pharr and McAllen within the Rio Grande Valley (limits from South San Antonio Ave. in San Juan, TX to South 2nd Street in McAllen, TX); and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF HIDALGO, TEXAS, THAT:

1. This Resolution of Commitment for Local Cash-Match by Hidalgo County Precinct 2 for the Hidalgo County Precinct 2 Regional Hike and Bike Trail Project herein specifies that Hidalgo County will commit the funds required for the Local Cash-Match provided the Hidalgo County Precinct 2 Regional Hike and Bike Trail Project is selected for funding under the HCMPO TAP.

CONSIDERED, PASSED, APPROVED AND SIGNED this 28th day of April, 2015, at a regular meeting of the Board of Commissioners of the County of Hidalgo, Texas, at which a quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

Attest:

Hidalgo County Judge

_____

Arturo Guajardo, County Clerk

_____

Ramon Garcia, County Judge

Approved as to form:
ATLAS, HALL & RODRIGUEZ, LLP

_____

Stephen L. Crain

Zimbra **erika.zamora@co.hidalgo.tx.us**

RE: Resolution of commitment for Pct 2 Regional Hike & Bike Trail Project

From : Steve Crain <scrain@atlashall.com> Mon, Apr 27, 2015 07:30 AM

Subject : RE: Resolution of commitment for Pct 2 Regional Hike & Bike Trail Project 1 attachment

To : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>

The Resolution is fine.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Friday, April 24, 2015 5:22 PM
To: Steve Crain
Subject: Resolution of commitment for Pct 2 Regional Hike & Bike Trail Project

Good afternoon Steve,

Attached for your review is a Resolution of Commitment for the Pct 2 Regional Hike & Bike Trail Project.

AI#49477 is on the agenda for commissioner court approval 4/28/15.

Please let me know if you have any questions.

Thank you,

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

HIDALGO COUNTY
PRECINCT 2
COMMISSIONER EDDIE CANTU



image001.png
16 KB

AI-49459 **Precinct #2** **20. B.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval of Resolution in honor of PSJA Early College High School student Ashley M. Tapia for winning the Class 5A State Weight Lifting Championship in her weight class.

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/23/2015 03:25 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Sandra Deleon		Started On: 04/23/2015 03:18 PM
Final Approval Date: 04/24/2015		

RESOLUTION IN HONOR OF ASHLEY M. TAPIA

WHEREAS, Ashley M. Tapia, a Sophomore at PSJA Early College High School, won the Class 5A State Champion in her weight class during the Texas High School Women's Powerlifting Competition in Corpus Christi on March 20, 2015; and

WHEREAS, Ms. Tapia swept the 220 lb. class by lifting a total weight of 910 lbs., squatting 375 lbs., benching 165 lbs. and dead lifting 370 lbs.; and

WHEREAS, this is not the first time Ashley has achieved success in a sport, last year she was crowned the district champion for the PSJA ECHS Varsity Tennis team; and

WHEREAS, regular physical activity in adolescence improves strength and endurance, increases self-esteem and helps academic performance, which Ashley has exemplified throughout her high school career; and

WHEREAS, Ashley is the daughter of Heriberto and Judy Ann Tapia, and the sister of Chloe Anna and Gracie Lynn; and

NOW, THEREFORE, BE IT RESOLVED that Hidalgo County Commissioners Court hereby honors Ashley M. Tapia for her achievement as the Class 5A State Champion in Women's Powerlifting.

Dated this 28th day of April 2015.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-49448 **Precinct #2** **20. C.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $65,347.81 to fund the purchase of heavy equipment and drainage improvements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-XXX-0-7XX

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

BUDGETARY IMPACT:

Funds available as of 4/23/15.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/23/2015 02:06 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Erika Zamora		Started On: 04/23/2015 10:27 AM
Final Approval Date: 04/24/2015		

DATE: April 28, 2015

2015
Appropriation

DEPARTMENT HEAD: Commissioner Eduardo " Eddie" Cantu

DEPARTMENT NAME: Hidalgo County Precinct 2

ACCOUNT NUMBER: 5-1345-431-00-122-XXX-0-7XX

Contact Person: Erika Zamora **Ph#** 956-787-1891

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1345-431-00-122-112-0-751	CO2014-Pct2	Machinery & Equipment	2,991.81
5-1345-431-00-122-040-0-723	CO2014-Pct 2 Southfork Estates	Drainage	62,356.00
	TOTAL BUDGET INCREASE (DECREASE)		$ 65,347.81

REASON: Appropriation from the CO2014 (1345) to fund the difference to purchase 3 tractors (AI#49353) and Supplemental Agreement No. 4 for Southfork Drain Project (AI#47810).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-49455 **Precinct #2** **20. D.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of land, also referred to as LJ Drain to Hidalgo County Drainage District No. 1
2. Approval of 2015 appropriation of funds into Precinct 2 Rd Maint (1200) in the amount of $435,772.07.
3. Approval of 2015 appropriation of funds into SOA1342-Pct 2 Equipment & Maintenance Facility in the amount of $211,026.55.
4. Approval of 2015 appropriation of funds into SOA1339-Pct 2 Various Projects in the amount of $671,757.37.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1303-431-00-122-053-0-740

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

BUDGETARY IMPACT:

Appropriation of funds into SOA-Pct 2 Equip & Maint Facility in the amount of $211,026.55

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds into Pct 2 R&B Budget.

FISCAL YEAR: 2015 **ACCT. #:** 5-1303-431-00-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Appropriation of fund into Taylor Rd project.

Attachments

appropriation
appropriation

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	04/24/2015 04:23 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Erika Zamora Started On: 04/23/2015 02:11 PM

Final Approval Date: 04/24/2015

DATE: April 28, 2015

DEPARTMENT HEAD: Commissioner Eddie Cantu

DEPARTMENT NAME: Hidalgo County Precinct #2 R&B

ACCOUNT NUMBER: 5-1200-431-00-122-0XX-0-XXX

Contact Person: Erika Zamora Ph#: (956) 787-1891 ext. 2015

2015
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-122-006-0- 442	Pct 2 Rd Maint	Equip & Vehicle Rentals	1,500.00
5-1200-431-00-122-006-0- 532	Pct 2 Rd Maint	Wireless Devices	6,000.00
5-1200-431-00-122-006-0- 890	Pct 2 Rd Maint	Other	358,732.86
5-1200-431-00-122-006-0- 730	Pct 2 Rd Maint	Buildings	9,000.00
5-1200-431-00-122-053-0- 740	Pct 2 Equip & Maint Facility	Improvements other than Bldg	60,539.21
5-1200-392-10-122-000-0- 000	*R&B Pct 2*	*Sale of Capital Assets*	*435,772.07*
		TOTAL BUDGET INCREASE (DECREASE)	**435,772.07**

REASON: Appropriation of proceeds from the sale of land, also referred to as LJ Drain to Hidalgo County Drainage District No. 1.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: April 28, 2015

DEPARTMENT HEAD: Commissioner Eddie Cantu

DEPARTMENT NAME: Hidalgo County Precinct #2 Various Projects

ACCOUNT NUMBER: 5-1303-4XX-00-122-XXX-0-X4X

Contact Person: Erika Zamora Ph#: (956) 787-1891 ext. 2015

2015
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1303-431-00-122-053-0- 740	SOA1342-Pct 2 Eqip&Maint Fclty	Improvements other than Bldg	211,026.55
5-1303-431-00-122-119-0- 841	SOA1339-Pct 2 Taylor	Aid to Govt Agency	637,898.07
5-1303-452-00-122-054-0- 740	SOA1339-Pct 2 Lopezville Park	Improvements other than Bldg	33,859.30
5-1303-392-00-000-000-0- 000	*SOA1339-*	*Sale of Capital Assets*	671,757.37
5-1303-392-00-000-002-0- 000	*SOA1342*	*Sale of Capital Assets*	*211,026.55*
		TOTAL BUDGET INCREASE (DECREASE)	**882,783.92**

REASON: Appropriation of proceeds from the sale of land, also referred to as LJ Drain to Hidalgo County Drainage District No. 1.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-49340 **Precinct #2** **20. E.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 ICA SJ Nolana (R. Long-C Chvz) (1200):
Approval of 2015 appropriation of funds from the R&B unreserved fund balance for Pct 2 ICA San Juan-Nolana (Raul Longoria to Cesar Chavez)Road Project in the amount of $302,457.16 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-108-0-841

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

BUDGETARY IMPACT:

Appropriation of fund into Pct 2 ICA SJ-Nolana (Raul Longoria to Cesar Chavez) Road Improvements Project. Monies will be appropriated from the R&B Unreserved fund balance.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/24/2015 09:44 AM
Merlen P. Munoz	Merlen P. Munoz	04/24/2015 05:10 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Erika Zamora		Started On: 04/15/2015 01:36 PM
Final Approval Date: 04/24/2015		

DATE: April 28, 2015

2015
Appropriation

DEPARTMENT HEAD: Commissioner Eduardo " Eddie" Cantu

DEPARTMENT NAME: Hidalgo County Precinct 2 Regional Hike & Bike Prj

ACCOUNT NUMBER: 5-1200-431-00-122-108-0-841

Contact Person: Erika Zamora **Ph#** 956-787-1891

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
5-1200-431-00-122-108-0-841	Pct 2 ICA SJ - Nolana (Raul Long-Cesar Ch Aid to Govt Agency	302,457.16
	TOTAL BUDGET INCREASE (DECREASE)	$ 302,457.16

REASON: Appropriation from the R&B Fund Balance for Pct 2 Nolana (Raul Longoria to Cesar Chavez) road improvements project expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-49475 **Precinct #2** **20. F.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Angela Garcia, COMM. PCT. #2 **Submitted By:** Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of land acquisition of Parcel #15A for the FM 2061 - Jackson Road Project (CSJ-1939-02-021).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1315-431-00-122-025-0-841

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

BUDGETARY IMPACT:

BALANCE AS OF 04/24/15 - $1,632.42

Attachments

closing docs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/24/2015 01:15 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Angela Garcia		Started On: 04/24/2015 09:57 AM
Final Approval Date: 04/24/2015		

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

Texas Department of Transportation

Form ROW-N-14
Rev. 8/2003
Replaces Forms D-15-11, D-15-14, D-15-141, D-15-142, ROW-N-12PT,ROW-N-14, ROW-N-141, and ROW-N-142
GSD-EPC

DEED

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

WHEREAS, the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203, 224, and 361 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, NORMA RODRIGUEZ DE GARZA, also known as NORMA R. DE GARZA, also known as NORMA GARZA, joined herein by, OSCAR GARZA HERRERA, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of ONE-THOUSAND HUNDRED AND NO/100THS Dollars ($1,000.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

SAVE and **EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: None..

Grantors covenant and agree to remove the above-described improvements from said land by the n/a day of n/a, n/a, subject, however, to such extensions of time as may be granted by Grantee, its successor and assigns, in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the Grantee, its successors and assigns, forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same;

However, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project (hereafter called highway facility) to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part, shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such highway facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 23rd day of April, 2015.

NORMA RODRIGUEZ DE GARZA

OSCAR GARZA HERRERA

Acknowledgment
State of Texas
County of Hidalgo

This instrument was acknowledged before me on April 23rd, 2015, by NORMA RODRIGUEZ DE GARZA.

JAIME CRUZ
Notary Public, State of Texas
My Commission Expires
MARCH 26, 2018

Notary Public's Signature

Acknowledgment
State of Texas
County of Hidalgo

This instrument was acknowledged before me on April 23rd, 2015, by OSCAR GARZA HERRERA.

JAIME CRUZ
Notary Public, State of Texas
My Commission Expires
MARCH 26, 2018

Notary Public's Signature

Exhibit "A"

County: HIDALGO
Highway: FM 2061 (JACKSON ROAD)
ROW CSJ: 1939-02-021
Const.CSJ: 1939-02-019

Parcel 15-A
Property Description

Being 4,168 square feet of land more or less, out of a 1.41 acre tract, situated in Hidalgo County, Texas and being a part or portion of **Lot 7, Block 10, A. J. McColl Subdivision** as recorded in Volume 21, Page 598, Deed Records of Hidalgo County and being a part or portion of a tract of land conveyed to **Norma R. De Garza** as described in Document No. 1696707, Hidalgo County Official Records and said 4,168 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a ½" iron rod set on the northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

S 08° 31' 39" W, along the east line of said Lot 7, Block 10, A. J. McColl Subdivision, at 298.72 feet pass the common line of the south line of G and A Subdivision recorded in Volume 27, Page 88B, Hidalgo County Map Records and the north line of a 10.00 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Armando Morales as described in Document No. 1367574, Hidalgo County Official Records, at 597.45 feet pass the common line of the south line of said Morales tract and the north line of a 10.0 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Norma R. De Garza as described in Document No. 869067, Hidalgo County Official Records, a total distance of 896.18 feet to a point on the common line of the south line of said De Garza tract and the north

line of the International Boundary Commission tract out of Lot 7, Block 10, A. J. McColl Subdivision as described in Document R/W File No. 20419-M-568-H and R/W File No. 20203-M-569-H in an International Boundary Commission Map; Thence, along the said common line of the south line of said De Garza acre tract and the north line of said International Boundary Commission tract, N 81° 28′ 21″ W, at 382.02 feet pass the Northeast corner of said 1.41 acre tract, a total distance of 1308.67 feet to a ½″ iron rod set on the proposed east right-of-way line of FM 2061 (Jackson Road for the northeast corner of this tract and the **POINT OF BEGINNING;**

(1) THENCE, along the proposed east right-of-way line of FM 2061 (Jackson Road), S 08° 31′ 33″ W, a distance of 38.03 feet to a ½″ iron rod set for the southeast corner of this tract;

(2) THENCE, N 81° 28′ 21″ W, a distance of 109.60 feet to a ½" iron rod set on the existing right-of-way line of FM 2061 (Jackson Road) for the southwest corner of this tract;

(3) THENCE, along the existing east right-of-way line of FM 2061 (Jackson Road), N 08° 31′ 39″ E, a distance of 38.03 feet to a ½″ iron rod set on the south line of said De Garza tract for the northwest corner of this tract;

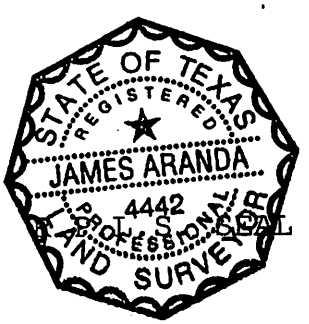
(4) THENCE, along said south line of said De Garza tract, S 81° 28′ 21″ E, a distance of 109.60 feet to the **POINT OF BEGINNING** and containing 4,168 square feet of land, more or less.

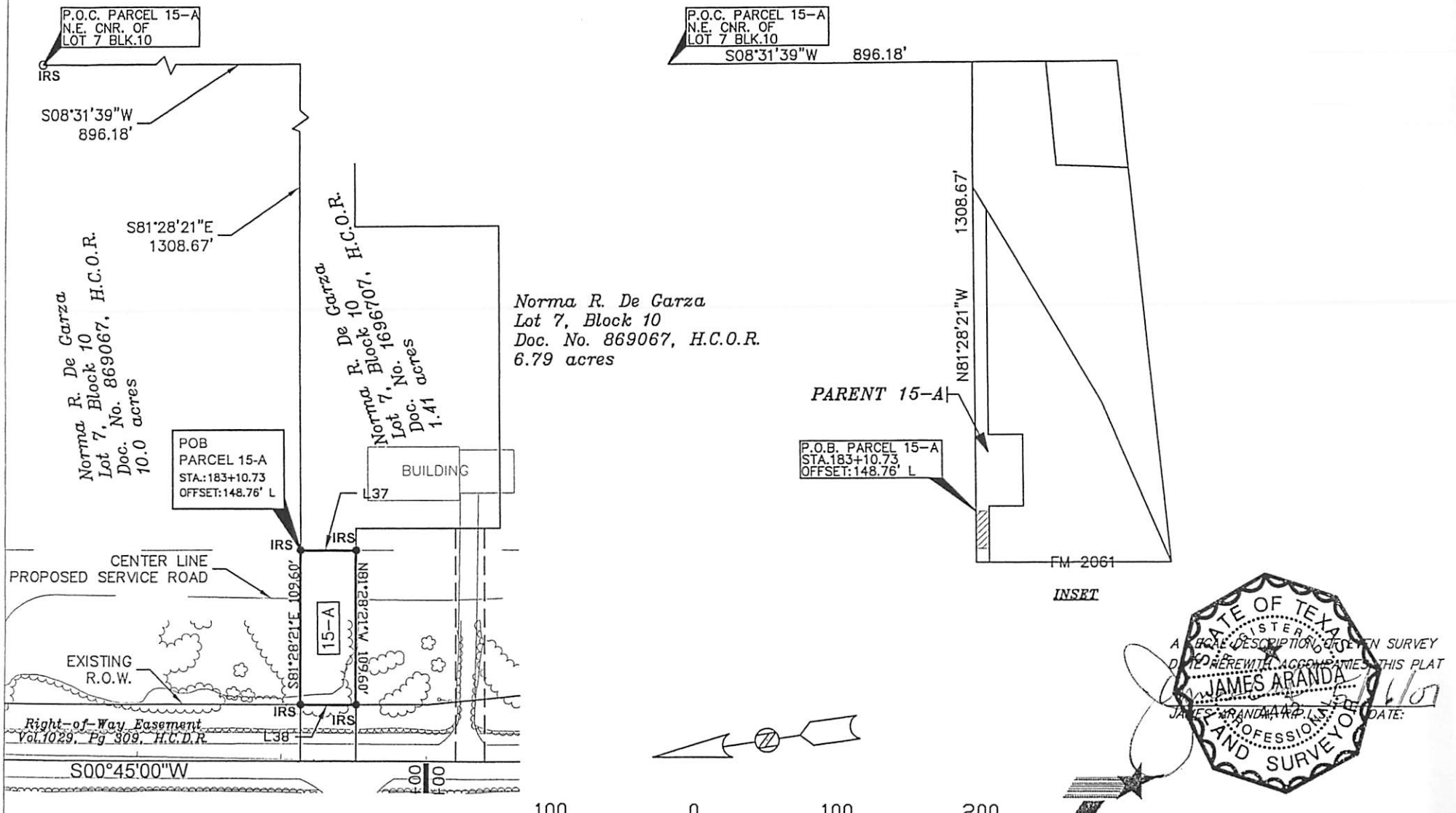
Note: The Point of Beginning of this description has coordinates of X = 1078747.1162 and Y = 16580147.3689; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.00004;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

5/16/07

James Aranda, R.P.L.S. Date
Texas Registration No. 4442





LINE	BEARING	DISTANCE
L37	S08°31'33"W	38.03'
L38	N08°31'39"E	38.03'

NOTE:

1. ALL BEARING, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, (1993 adjustment), TEXAS SOUTH ZONE 4205. COORDINATES AND DISTANCES ARE US SURVEY FEET ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999600016.
2. ALL BEARINGS AND DISTANCES IN PARENTHESIS "( )" ARE RECORDED.

LEGEND:

EXIST. ROW LINE		RIGHT OF WAY	R.O.W.
PROPERTY LINE		POINT OF COMMENCING	P.O.C.
LOT LINE		POINT OF BEGINNING	P.O.B.
FENCE LINE		BEGINNING OF PROJECT	B.O.P.
COMMON OWNERSHIP LINE		END OF PROJECT	E.O.P.
EASEMENT LINE		5/8" REBAR SET W/ ALUMINUM DISK	IRS
PARCEL NUMBER	25	IRON PIPE FOUND	IP
EXISTING CENTERLINE		IRON ROD FOUND	IRF
PROPOSED CENTERLINE		"X" CUT ON CONCRETE	X
CENTERLINE	C.L.		
COTTON PICKER SPINDLE SET	CPS		

STATE OF TEXAS
REGISTERED
JAMES ARANDA
PROFESSIONAL
LAND SURVEYOR

A METES AND BOUNDS DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

JAMES ARANDA R.P.L.S. DATE: 4/10/07

Texas Department of Transportation

ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMPANY
1552 DOVE AVENUE, 78504/P.O. BOX 3600, 78591/MCALLEN, TEXAS
PH: 956-631-0444/FAX: 956-631-0595/E-MAIL: [illegible]

DISTRICT	PLAT OF SURVEY	COUNTY
PHARR	PARCEL 15-A	HIDALGO
		DATE OF SURVEY
ROW CSJ	PROJECT NAME	10-8-2003
1939-02-021	(FM 2061) JACKSON ROAD	DATE REVISED 04-17-2007
ROW ACQUISITION		SHEET NO.

Parcel Name: PARCEL 15-A

North: 16580147.3689 East : 1078747.1162
Line Course: S 08-31-33 W Length: 38.03
North: 16580109.7591 East : 1078741.4781
Line Course: N 81-28-21 W Length: 109.60
North: 16580126.0111 East : 1078633.0897
Line Course: N 08-31-39 E Length: 38.03
North: 16580163.6206 East : 1078638.7289
Line Course: S 81-28-21 E Length: 109.60
North: 16580147.3687 East : 1078747.1173

Perimeter: 295.26 Area: 4,168 sq. ft. 0.10 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0011 Course: S 81-28-24 E
Error North: -0.00016 East : 0.00109
Precision 1: 268,418.18

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance	6. File Number GF No. 744853	7. Loan Number N/A	8. Mortgage Ins Case Number N/A

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
Hidalgo County Drainage District No. 1 900 N. Doolittle Road Edinburg, Texas 78541	Norma Rodriguez de Garza 3113 N. 25th St. McAllen, Texas 78501	N/A

G. Property Location	H. Settlement Agent Name	
Tract out of Lot 7, Blk. 10, A.J. McColl Sub Edinburg, Texas 78539 Hidalgo County, Texas	ATLAS, HALL & RODRIGUEZ, LLP Tax ID: Underwritten By:	
	Place of Settlement 818 Pecan Blvd., McAllen, Texas 78501	I. Settlement Date April ___, 2015 Fund:

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	$1,000.00	401. Contract Sales Price	$1,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	$272.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City property taxes thru		406. City property taxes 11/24/11 thru 12/31/11	
107. County property taxes thru		407. County property taxes 11/24/11 thru 12/31/11	
108. School property taxes thru		408. School property taxes 11/24/11 thru 12/31/11	
109. M.U.D. Tax		409. M.U.D. Tax	
110. HOA Dues		410. HOA Dues	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	$1,272.00	**420. Gross Amount Due to Seller**	$1,000.00
200. Amounts Paid By Or In Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Earnest money held by seller	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203.		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Seller Carry Back	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. School property taxes		512. School property taxes	
213.		513. Delinquent Taxes	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	$	**520. Total Reduction Amount Due Seller**	$
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	$	601. Gross Amount due to seller (line 420)	$1,000.00
302. Less amounts paid by/for borrower (line 220)	$	602. Less reductions in amt. due seller (line 520)	
303. Cash From Borrower	$1,272.00	**603. Cash To Seller**	$1,000.00

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;
• Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.
The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.
This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.
The information requested does not lend itself to confidentiality.

L. Settlement Charges

			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	$	@ % = $0.00		
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703. Commission Paid at Settlement			$0.00	$0.00
704. The following persons, firms or	to			
705. corporations received a portion of the	to			
706. the real estate commission amount	to			
800. Items Payable in Connection with Loan				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Tax Service Fee	to			
807. Flood Certification Fee	to			
808. Processing Fee	to			
809. Assumption Fee	to			
810. Funding Fee	to			
811. Courier Fee	to			
812. Underwriting Fee	to			
813.	to			
814.	to			
815. Yield Spread Premium	to			
900. Items Required by Lender To Be Paid in Advance				
901. Interest from to	@ $0/day			
902. Mortgage Insurance Premium for months	to			
903. Homeowners Insurance Premium for years	to			
904. Windstorm Insurance Premium	to			
905. Flood Insurance Premium	to			
1000. Reserves Deposited With Lender				
1001. Homeowners insurance	months @	per month		
1002. Homeowner's insurance	months @	per month		
1003. City property taxes	months @	$ per month		
1004. County property taxes	months @	$ per month		
1005. School property taxes	months @	$ per month		
1006. M.U.D./Water District taxes	months @	per month		
1007. HOA Dues	months @	per month		
1008. Flood Insurance	months @	per month		
1009.	0 months @			
1010.	0 months @			
1011. Aggregate Adjustment				
1100. Title Charges				
1101. Document preparation fees	to	**Law Office of ATLAS, HALL & RODRIGUEZ, LLP**	POC	$
1102. Attorney's fees	to		$	
1103. Copy fee	to		$	
1104. Courier service	to		$	
1105. Overnight delivery service	to			
1106. Long distance telephone/Fax fees	to			
1107. Postage fees	to			
(includes above items numbers:		)		
1108. Lender's/Owner's title insurance	to		$	$238.00
(includes above items numbers:		)		
1109. Lender's coverage	$			
1110. Owner's coverage	$			
1111. Escrow fee	to		$	
1112. State of Texas Policy Guaranty Fee	to		$	$
1113. Tax certificate	to			$
1200. Government Recording and Transfer Charges				
1201. Recording fees	Deed $; Mortgage $ $	to	$	$
1202. Recording fees $42.00	Deed ; Mortgage	to		$42.00
1203. Recording fees	Deed ; Mortgage	to		
1204.	to			
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1303.	to			$
1304. Home Warranty	to			
1305.	to			
1306.	to			

1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	$	$

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Affidavit of Identity

Date: April 23, 2015

Affiant: OSCAR GARZA HERRERA

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

Affiant is not the same person reflected on the following documents as reflected on the Commitment for Title Insurance issued by Edwards Abstract and Title Co., GF Number 744853, with regard to the real property being described on Exhibit "A" which is attached hereto and made a part hereof for all purposes:

1. Abstract of Judgment filed June 20, 2006, in the amount of $185,117.66 in favor of THE STATE OF TEXAS, in the amount of $29,658.78 in favor of THE CITY OF HOUSTON, and in the amount of $29,658.78 in favor of THE TRANSIT AUTHORITY OF HOUSTON, TEXAS, plus costs, interest and attorney's fees, against OSCAR GARZA, recorded under Clerk's File No. 1629720, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

2. Abstract of Judgment filed May 4, 2007, in the amount of $6,807.55 in favor of MISSION CISD, in the amount of $694.68 in favor of HIDALGO KENEDY COUNTY EDUCATION DISTRICT #10, in the amount of $3,095.78 in favor of COUNTY OF HIDALGO, and in the amount of $367.02 in favor of SOUTH TEXAS COLLEGE, plus costs, interest and attorney's fees, against OSCAR GARZA, recorded under Clerk's File No. 1754780, Official Records, Hidalgo County, Texas.(POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

3. Abstract of Judgment filed May 18, 2007, in the amount of $2,897.76, plus costs, interest and attorney's fees, in favor of HIDALGO COUNTY DRAINAGE DISTRICT #1, against OSCAR GARZA, recorded under Clerk's File No. 1760405, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

4. Abstract of Judgment filed February 20, 2009, in the amount of $1,036.05, plus costs, attorney's fees, in favor of CACH LLC, against OSCAR GARZA, recorded under Clerk's File No. 1973119, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

5. Abstract of Judgment filed August 11, 2009, in the amount of $992.00, plus costs, interest and attorney's fees, in favor of Security 1st Federal Credit Union f/k/a Hidalgo Federal Credit Union, against Oscar Garza, Jr., recorded under Clerk's File No. 2024739, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

6. Abstract of Judgment filed July 19, 2011, in the amount of $4,642.67, plus costs, interest and attorney's fees, in favor of TA Financial, LLC, against Oscar M. Garza, recorded under Clerk's File NO. 2223907, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

7. State of Texas Tax Lien for $139.05, plus any accrued indebtedness, filed against OSCAR GARZA GARZA AUTO SERVICE, notice of which was recorded in Volume 3002, Page 706, Official Records, Hidalgo County, Texas and all taxes of the same nature which may accrue subsequent of the filing thereof. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

8. State of Texas Tax Lien for $2,028.95, plus any accrued indebtedness, filed against OSCAR GARZA (XXX-XX-X38l), notice of which was recorded in Volume 3024, Page 246, Official Records, Hidalgo County, Texas and all taxes of the same nature which may accrue subsequent of the filing thereof. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

9. State of Texas Tax Lien for $866.09, plus any accrued indebtedness, filed against OSCAR GARZA (XXX-XX-X381), notice of which was recorded in Volume 3024, Page 247, Official Records, Hidalgo County, Texas and all taxes of the same nature which may accrue subsequent of the filing thereof. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

10. State of Texas Tax Lien for $3,183.87, plus any accrued indebtedness, filed against OSCAR GARZA (XXX-XX-X381), notice of which was recorded in Volume 3125, Page 45, Official Records, Hidalgo County, Texas and all taxes of the same nature which may accrue subsequent of the filing thereof. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

11. State of Texas Tax Lien for $376,738.95, plus any accrued indebtedness, filed against OSCAR HERNANDEZ GARZA (XXX-XX-089), notice of which was recorded in Volume 3162, Page 370, Official Records, Hidalgo County, Texas and all taxes of the same nature which may accrue subsequent of the filing thereof. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

12. State of Texas Tax Lien for $35,588.45, plus any accrued indebtedness, filed against OSCAR GARZA-CASTILLO (XXXXX-X950), notice of which was recorded under Clerk' s File No. 341191, Official Records, Hidalgo County, Texas and all taxes of the same nature which may accrue subsequent of the filing thereof. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

13. State of Texas Tax Lien for $211,623.06, plus any accrued indebtedness, filed against OSCAR GARZA (XXX-XX-X909), notice of which was recorded under Clerk' s File No. 1150912, Official Records, Hidalgo County, Texas and all taxes of

the same nature which may accrue subsequent of the filing thereof. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

14. Notice of Child Support Lien filed October 22, 2001, in the amount of $110,836.67, plus costs, interest and attorney' s fees, in favor of GERTRUDES CARDENAS, against OSCAR GARZA (XXX-XX-X089), recorded under Clerk's File No. 1018792, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

15. Notice of Child Support Lien filed July 3, 2003, in the amount of $3,283.16, plus costs, interest and attorney' s fees, in favor of ANGELA HERRERA, against OSCAR ABRAHAM GARZA (XXX-XX-X710), recorded under Clerk's File No. 1217412, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

16. Notice of Child Support Lien filed March 23, 2004, in the amount of $4,951.47, plus costs, interest and attorney' s fees, in favor of JESSICA OVALLE, against OSCAR ABRAHAM GARZA (XXX-XX-X710), recorded under Clerk' s File No. 1312642, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

17. Notice of Child Support Lien filed May 4, 2006, in the amount of $16,750.00, plus costs, interest and attorney' s fees, in favor of KENTHEA ANDERSON, against OSCAR HERRERA, JR. (XXX-XX-X067), recorded under Clerk' s File No. 1611689, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

18. Notice of Child Support Lien filed June 12, 2006, in the amount of $21,092.09, plus costs, interest and attorney' s fees, in favor of YVETTE RODRIGUEZ, against JUAN OSCAR GARZA (XXX-XX-X478), recorded under Clerk' s File No. 1626758, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

19. Notice of Child Support Lien filed March 23, 2007, in the amount of $19,571.56, plus costs, interest and attorney' s fees, in favor of MARIA ANITA MARTINEZ, against OSCAR GARZA (XXX-XX-X089), recorded under Clerk' s File No. 1737651, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

20. Notice of Child Support Lien filed July 9, 2009, in the amount of $3,905.00 plus costs, interest and attorney's fees, in favor of RAMIRO GARZA, against NORMA GARZA (XXX-XX-X603), recorded under Clerk's File No. 2014930, Official Records, Hidalgo County, Texas.

21. Notice of Child Support Lien filed May 22, 2007, in the amount of $12,876.66, plus costs, interest and attorney' s fees, in favor of VERONICA GUERRA, against

OSCAR FABIAN GARZA, recorded under Clerk' s File No. 1761106, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

22. Notice of Child Support Lien filed February 22, 2008, in the amount of $12,773.85, plus costs, interest and attorney's fees, in favor of MARIA GUADALUPE GARZA, against OSCAR GARZA (XXX-XX-X007), recorded under Clerk's File No. 1859143, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

23. Notice of Child Support Lien filed November 14, 2008, in the amount of $2,745.00, plus costs, interest and attorney's fees, in favor of BRENDA BUENTELLO, against OSCAR GARZA (XXX-XX-X847), recorded under Clerk's File No. 1946347, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

24. Notice of Child Support Lien filed December 2, 2010, in the amount of $28,400.35, plus costs, interest and attorney's fees, in favor of ELIZABETH MARIA GARZA, against OSCAR ALEJANDRO GARZA (XXX-XX-X402), recorded under Clerk's File No. 2159096, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

25. Notice of child Support Lien filed August 12, 2011, in the amount of $3,505.00, plus costs, interest and attorney's fees, in favor of SYLVIA DELEON, against OSCAR ABRAHAM GARZA (XXX-XX-X710), recorded under Clerk's File No. 2232063, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER). (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

26. Federal Tax Lien filed May 14, 2007, in the amount of $6,426.71, against OSCAR R. GARZA, under Account No. XXXXX7207 (XXX-XX-X027), recorded under Clerk's File No. 1757995, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

27. Bankruptcy proceedings filed by or against OSCAR HERRERA (XXX-XX-X604), in Case No. 11-70231-M in the United States Bankruptcy Court for the Southern District of Texas McAllen Division. (POSSIBLY INVOLVES THE CURRENT SPOUSE OF THE RECORD OWNER).

OSCAR GARZA HERRERA

SUBSCRIBED AND SWORN TO before me on April 23rd, 2015, by OSCAR GARZA HERRERA.

Notary Public, State of Texas

JAIME CRUZ
Notary Public, State of Texas
My Commission Expires
MARCH 26, 2018

THE STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on April 23rd, 2015, by OSCAR GARZA HERRERA.

Notary Public, State of Texas

JAIME CRUZ
Notary Public, State of Texas
My Commission Expires
MARCH 26, 2018

AFTER RECORDING RETURN TO:

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
P. O. Box 3725
McAllen, Texas 78502-3725

Exhibit "A"

County: HIDALGO
Highway: FM 2061 (JACKSON ROAD)
ROW CSJ: 1939-02-021
Const.CSJ: 1939-02-019

Parcel 15-A
Property Description

Being 4,168 square feet of land more or less, out of a 1.41 acre tract, situated in Hidalgo County, Texas and being a part or portion of **Lot 7, Block 10, A. J. McColl Subdivision** as recorded in Volume 21, Page 598, Deed Records of Hidalgo County and being a part or portion of a tract of land conveyed to **Norma R. De Garza** as described in Document No. 1696707, Hidalgo County Official Records and said 4,168 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a ½" iron rod set on the northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

S 08° 31' 39" W, along the east line of said Lot 7, Block 10, A. J. McColl Subdivision, at 298.72 feet pass the common line of the south line of G and A Subdivision recorded in Volume 27, Page 88B, Hidalgo County Map Records and the north line of a 10.00 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Armando Morales as described in Document No. 1367574, Hidalgo County Official Records, at 597.45 feet pass the common line of the south line of said Morales tract and the north line of a 10.0 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Norma R. De Garza as described in Document No. 869067, Hidalgo County Official Records, a total distance of 896.18 feet to a point on the common line of the south line of said De Garza tract and the north

line of the International Boundary Commission tract out of Lot 7, Block 10, A. J. McColl Subdivision as described in Document R/W File No. 20419-M-568-H and R/W File No. 20203-M-569-H in an International Boundary Commission Map; Thence, along the said common line of the south line of said De Garza acre tract and the north line of said International Boundary Commission tract, N 81° 28′ 21″ W, at 382.02 feet pass the Northeast corner of said 1.41 acre tract, a total distance of 1308.67 feet to a ½″ iron rod set on the proposed east right-of-way line of FM 2061 (Jackson Road for the northeast corner of this tract and the **POINT OF BEGINNING;**

(1) THENCE, along the proposed east right-of-way line of FM 2061 (Jackson Road), S 08° 31′ 33″ W, a distance of 38.03 feet to a ½″ iron rod set for the southeast corner of this tract;

(2) THENCE, N 81° 28′ 21″ W, a distance of 109.60 feet to a ½" iron rod set on the existing right-of-way line of FM 2061 (Jackson Road) for the southwest corner of this tract;

(3) THENCE, along the existing east right-of-way line of FM 2061 (Jackson Road), N 08° 31′ 39″ E, a distance of 38.03 feet to a ½″ iron rod set on the south line of said De Garza tract for the northwest corner of this tract;

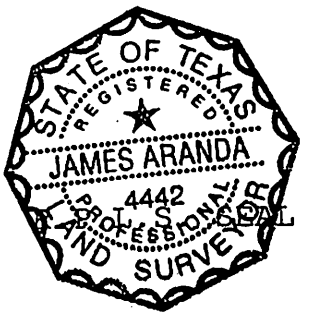
(4) THENCE, along said south line of said De Garza tract, S 81° 28′ 21″ E, a distance of 109.60 feet to the **POINT OF BEGINNING** and containing 4,168 square feet of land, more or less.

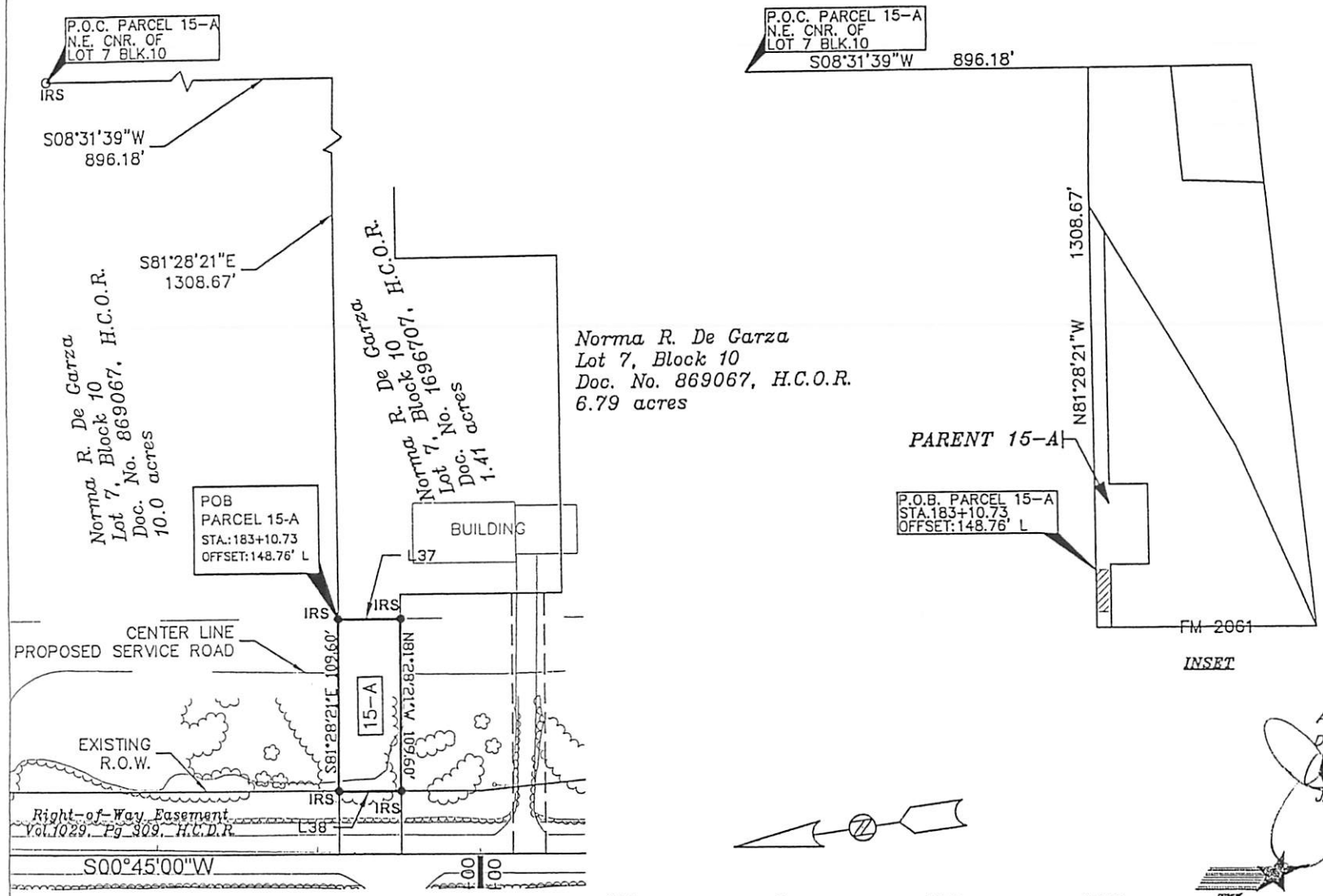
Note: The Point of Beginning of this description has coordinates of X = 1078747.1162 and Y = 16580147.3689; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.00004;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

5/16/07

James Aranda, R.P.L.S. Date
Texas Registration No. 4442





LINE	BEARING	DISTANCE
L37	S08°31'33"W	38.03'
L38	N08°31'39"E	38.03'

100 0 100 200

Scale 1" = 100'

NOTE:

1. ALL BEARING, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, (1993 adjustment), TEXAS SOUTH ZONE 4205. COORDINATES AND DISTANCES ARE US SURVEY FEET ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999600016.
2. ALL BEARINGS AND DISTANCES IN

LEGEND:

EXIST. ROW LINE		RIGHT OF WAY	R.O.W.
PROPERTY LINE		POINT OF COMMENCING	P.O.C.
LOT LINE		POINT OF BEGINNING	P.O.B.
FENCE LINE		BEGINNING OF PROJECT	B.O.P.
COMMON OWNERSHIP LINE		END OF PROJECT	E.O.P.
EASEMENT LINE		5/8" REBAR SET	
PARCEL NUMBER	15	W/ ALUMINUM DISK	IRS
EXISTING CENTERLINE		IRON PIPE FOUND	IP
PROPOSED CENTERLINE		IRON ROD FOUND	IRF
CENTERLINE	C.L.	X" CUT ON CONCRETE	X

STATE OF TEXAS
REGISTERED
JAMES ARANDA
PROFESSIONAL
LAND SURVEYOR

A METES AND BOUNDS DESCRIPTION OF THIS SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

JAMES ARANDA R.P.L.S. NO. DATE: 4/07

Texas Department of Transportation

ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMPANY
1552 DOVE AVENUE, 78541/P.O. BOX 3600, 78583/MCALLEN, TEXAS
PH: 956-631-0444/FAX: 956-631-0995/E-MAIL:

DISTRICT	PLAT OF SURVEY	COUNTY
PHARR	PARCEL 15-A	HIDALGO
		DATE OF SURVEY
ROW CSJ	PROJECT NAME	10-8-2003
1939-02-021	(FM 2061) JACKSON ROAD	DATE REVISED 04-17-2007
ROW ACQUISITION		SHEET NO.

Parcel Name: PARCEL 15-A

North: 16580147.3689 East : 1078747.1162
Line Course: S 08-31-33 W Length: 38.03
North: 16580109.7591 East : 1078741.4781
Line Course: N 81-28-21 W Length: 109.60
North: 16580126.0111 East : 1078633.0897
Line Course: N 08-31-39 E Length: 38.03
North: 16580163.6206 East : 1078638.7289
Line Course: S 81-28-21 E Length: 109.60
North: 16580147.3687 East : 1078747.1173

Perimeter: 295.26 Area: 4,168 sq. ft. 0.10 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0011 Course: S 81-28-24 E
Error North: -0.00016 East : 0.00109
Precision 1: 268,418.18

Affidavit of Identity

Date: April 23, 2015

Affiant: NORMA RODRIGUEZ DE GARZA

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

Affiant is not the same person reflected on the following documents as reflected on the Commitment for Title Insurance issued by Edwards Abstract and Title Co., GF Number 744853, with regard to the real property being described on Exhibit "A" which is attached hereto and made a part hereof for all purposes:

1. Abstract of Judgment filed January 30, 2009, in the amount of $8,135.11, plus costs, interest and attorney's fees, in favor of HUDSON & KEYSE LLC, AS ASSIGNEE OF CITIBANK, N.A., against NORMA RODRIGUEZ-MARTINEZ-ORTIZ, recorded under Clerk's File No. 1966324, Official Records, Hidalgo County, Texas.

2. Abstract of Judgment filed September 15, 2011, in the amount of S4,817.03, in favor of HIDALGO COUNTY, in the amount of $7,365.84 in favor of LA JOYA INDEPENDENT SCHOOL DISTRICT and in the amount of $67.39 in favor of HIDALGO-KENEDY COUNTY EDUCATION DISTRICT #10, plus costs, interest and attorney's fees, against NORMA L.GARZA, ET AL, recorded under Clerk's File No. 2241584, Official Records, Hidalgo County, Texas.

3. Abstract of Judgment filed August 4, 2014, in the amount of $5,636.00, plus costs, interest and attorney's fees in favor of INTEGRAS CAPITAL RECOVERY, LLC against NORMA GARZA, recorded under Clerk's File No. 2536605, Official Records, Hidalgo County, Texas.

4. Labor Law -. Notice of Administrative Lien for $229.00, plus any accrued indebtedness filed against NORMA LETICIA GARZA AKA LETTY GARZA, notice of which was recorded under Clerk's File No. 720260, Official Records, Hidalgo County, Texas and all taxes of the same nature which may accrue subsequent of the filing thereof.

5. Notice of Child Support Lien filed July 9, 2009, in the amount of $3,905.00, plus costs, interest and attorney's fees, in favor of R.AMIRO GARZA, against NORMA GARZA (XXX-XX-X603), recorded under Clerk's File No. 2014930, Official Records, Hidalgo County, Texas.

6. Federal Tax Lien tiled June 29, 2010, in the amount of $7,903.51, against NORMA L. GARZA (XXX-XX-X840), under Account No. XXXXXX710, recorded under Clerk's File No. 2115749, Official Records, Hidalgo County, Texas.

7. Bankruptcy proceedings filed by or against NORMA ESCOBAR GARZA (XXX-XX-X226), in Case No. 11-70026-M-13 in the United States Bankruptcy Court for the Southern District of Texas MCALLEN Division.

NORMA RODRIGUEZ DE GARZA

SUBSCRIBED AND SWORN TO before me on April 23, 2015, by NORMA RODRIGUEZ DE GARZA.

JAIME CRUZ
Notary Public, State of Texas
My Commission Expires
MARCH 26, 2018

Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on April 23, 2015 by NORMA RODRIGUEZ DE GARZA.

JAIME CRUZ
Notary Public, State of Texas
My Commission Expires
MARCH 26, 2018

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
P. O. Box 3725
McAllen, Texas 78502-3725

Exhibit "A"

County: HIDALGO
Highway: FM 2061 (JACKSON ROAD)
ROW CSJ: 1939-02-021
Const.CSJ: 1939-02-019

Parcel 15-A
Property Description

Being 4,168 square feet of land more or less, out of a 1.41 acre tract, situated in Hidalgo County, Texas and being a part or portion of **Lot 7, Block 10, A. J. McColl Subdivision** as recorded in Volume 21, Page 598, Deed Records of Hidalgo County and being a part or portion of a tract of land conveyed to **Norma R. De Garza** as described in Document No. 1696707, Hidalgo County Official Records and said 4,168 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a ½" iron rod set on the northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

S 08° 31' 39" W, along the east line of said Lot 7, Block 10, A. J. McColl Subdivision, at 298.72 feet pass the common line of the south line of G and A Subdivision recorded in Volume 27, Page 88B, Hidalgo County Map Records and the north line of a 10.00 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Armando Morales as described in Document No. 1367574, Hidalgo County Official Records, at 597.45 feet pass the common line of the south line of said Morales tract and the north line of a 10.0 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Norma R. De Garza as described in Document No. 869067, Hidalgo County Official Records, a total distance of 896.18 feet to a point on the common line of the south line of said De Garza tract and the north

line of the International Boundary Commission tract out of Lot 7, Block 10, A. J. McColl Subdivision as described in Document R/W File No. 20419-M-568-H and R/W File No. 20203-M-569-H in an International Boundary Commission Map; Thence, along the said common line of the south line of said De Garza acre tract and the north line of said International Boundary Commission tract, N 81° 28′ 21″ W, at 382.02 feet pass the Northeast corner of said 1.41 acre tract, a total distance of 1308.67 feet to a ½″ iron rod set on the proposed east right-of-way line of FM 2061 (Jackson Road for the northeast corner of this tract and the **POINT OF BEGINNING;**

(1) THENCE, along the proposed east right-of-way line of FM 2061 (Jackson Road), S 08° 31′ 33″ W, a distance of 38.03 feet to a ½″ iron rod set for the southeast corner of this tract;

(2) THENCE, N 81° 28′ 21″ W, a distance of 109.60 feet to a ½" iron rod set on the existing right-of-way line of FM 2061 (Jackson Road) for the southwest corner of this tract;

(3) THENCE, along the existing east right-of-way line of FM 2061 (Jackson Road), N 08° 31′ 39″ E, a distance of 38.03 feet to a ½″ iron rod set on the south line of said De Garza tract for the northwest corner of this tract;

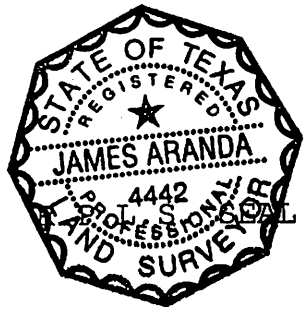
(4) THENCE, along said south line of said De Garza tract, S 81° 28′ 21″ E, a distance of 109.60 feet to the **POINT OF BEGINNING** and containing 4,168 square feet of land, more or less.

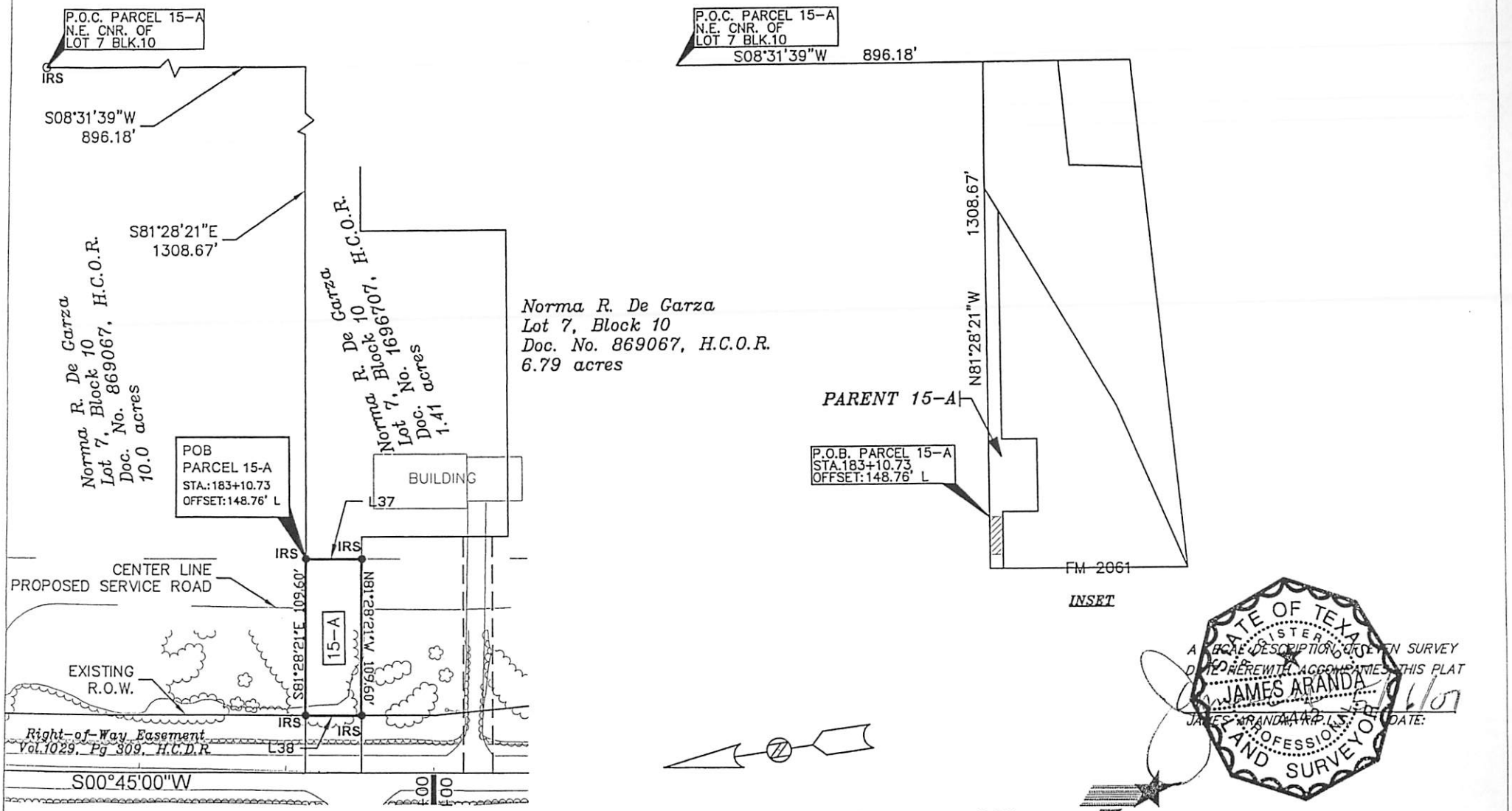
Note: The Point of Beginning of this description has coordinates of X = 1078747.1162 and Y = 16580147.3689; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.00004;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

5/16/07

James Aranda, R.P.L.S. Date
Texas Registration No. 4442





LINE	BEARING	DISTANCE
L37	S08°31'33"W	38.03'
L38	N08°31'39"E	38.03'

NOTE:

1. ALL BEARING, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, (1993 adjustment), TEXAS SOUTH ZONE 4205. COORDINATES AND DISTANCES ARE US SURVEY FEET ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999600016.
2. ALL BEARINGS AND DISTANCES IN PARENTHESIS "( )" ARE RECORDED.

LEGEND:

EXIST. ROW LINE		RIGHT OF WAY	R.O.W.
PROPERTY LINE		POINT OF COMMENCING	P.O.C.
LOT LINE		POINT OF BEGINNING	P.O.B.
FENCE LINE		BEGINNING OF PROJECT	B.O.P.
COMMON OWNERSHIP LINE		END OF PROJECT	E.O.P.
EASEMENT LINE		5/8" REBAR SET W/ ALUMINUM DISK	IRS
PARCEL NUMBER	25	IRON PIPE FOUND	IP
EXISTING CENTERLINE		IRON ROD FOUND	IRF
PROPOSED CENTERLINE		"X" CUT ON CONCRETE	X
CENTERLINE	C.L.		
COTTON PICKER SPINDLE SET	CPS		

STATE OF TEXAS
REGISTERED
JAMES ARANDA
LAND SURVEYOR
PROFESSIONAL

A METE AND BOUNDS DESCRIPTION OF SAID SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

JAMES ARANDA, R.P.L.S. DATE:

Texas Department of Transportation

ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMPANY
1592 DOVE AVENUE, MCALLEN, TEXAS
PH: 956-631-0944, FAX: 956-631-0592

DISTRICT	PLAT OF SURVEY	COUNTY
PHARR	PARCEL 15-A	HIDALGO
		DATE OF SURVEY
ROW CSJ	PROJECT NAME	10-8-2003
1939-02-021	(FM 2061) JACKSON ROAD	DATE REVISED
		04-17-2007
ROW ACQUISITION		SHEET NO.

Parcel Name: PARCEL 15-A

North: 16580147.3689 East : 1078747.1162
Line Course: S 08-31-33 W Length: 38.03
North: 16580109.7591 East : 1078741.4781
Line Course: N 81-28-21 W Length: 109.60
North: 16580126.0111 East : 1078633.0897
Line Course: N 08-31-39 E Length: 38.03
North: 16580163.6206 East : 1078638.7289
Line Course: S 81-28-21 E Length: 109.60
North: 16580147.3687 East : 1078747.1173

Perimeter: **295.26** Area: **4,168** sq. ft. **0.10** acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0011 Course: S 81-28-24 E
Error North: -0.00016 East : 0.00109
Precision 1: 268,418.18

ADDENDUM TO CLOSING STATEMENT

The undersigned hereby acknowledge and agree that:

(1) Atlas & Hall, L.L.P. has assembled the information for this closing statement from third parties utilizing the best information available; however, Atlas & Hall, L.L.P. cannot guarantee the accuracy of any information furnished to it by third parties;

(2) in the event any amount reflected on the closing statement is insufficient to satisfy the item in full, that the responsible party will pay to Atlas & Hall, L.L.P. in McAllen, Texas such additional amount within five (5) days of a written request for payment, or if sufficient funds are available in escrow, execute an amended closing statement authorizing the additional disbursement;

(3) interest on any indebtedness was calculated to the date indicated on the closing statement, and if the indebtedness is not paid by the date shown on the closing statement additional interest will have to be collected from the party responsible for payment of the debt;

(4) all prorations concerning this transaction were based on figures supplied by others for the preceding year or were estimates for the current year, and any adjustments must be made directly between the parties to this transaction;

(5) according to information obtained by Atlas & Hall, L.L.P. from the title company or from the taxing agencies, all taxes have been paid to all taxing agencies taxing the property and there are no unpaid taxes on the property other than those being paid as a part of this transaction;

(6) Atlas & Hall, L.L.P. may be required to report certain information concerning this transaction to the Internal Revenue Service;

(7) any real estate agent, lender or title company involved in this transaction may be furnished a copy of this closing statement; and

(8) Atlas & Hall, L.L.P. is authorized to make the expenditures and disbursements reflected in the closing statement.

The undersigned acknowledge receipt of funds paid directly to the undersigned, or to third parties for the benefit of the undersigned, in the amounts shown on the closing statement, and the receipt of a copy of the closing statement.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Certification

(continued from HUD-1A)

I have carefully reviewed the HUD-1A Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1A Settlement Statement.

Buyer:
County of Hidalgo

_____ Date: 4/23/15
By:
Its:

902 N. Doolittle
Edinburg, TX 78541

Seller:

_____ Date: 4.23.15
Norma Rodriguez De Garza

3113 N. 25th St.
McAllen, TX 78501

The HUD-1A Settlement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____ Date: _____
Stephen L. Crain

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

DATED: April 23, 2015

BUYER: HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

By: _____

Its: _____

SELLER: _____

NORMA RODRIGUEZ DE GARZA

MARITAL STATUS AFFIDAVIT
SELLER

G.F. NO. 744853

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Norma Rodriguez De Garza, aka Norma R. De Garza, aka Norma Garza, the undersigned, personally known to me, who after having been duly sworn upon oath, deposed and said:

My name is Norma Rodriguez De Garza and I am one of the owners of the following described property: See Exhibit "A" attached hereto and made a part hereof for all purposes.

I was married to Oscar Garza Herrera at the time I acquired title to this property. I am no longer married to Oscar Garza Herrera. The property being conveyed herein does not constitute any part of my residential homestead.

Affiant knows that Edwards Abstract and Title Co. is relying on the statements contained herein to be true and correct and without the true facts contained herein, Edwards Abstract and Title Co. would not issue its title policy.

Norma Rodriguez De Garza

STATE TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, on this 23rd day of April, 2015, personally appeared Norma Rodriguez De Garza, foregoing instrument for the purposes and consideration therein expressed.

JAIME CRUZ
Notary Public, State of Texas
My Commission Expires
MARCH 26, 2018

Notary Public in and for the State of Texas

Survey Date: October 08, 2003
Revision Date:: April 17, 2007

Exhibit "A"

County: HIDALGO
Highway: FM 2061 (JACKSON ROAD)
ROW CSJ: 1939-02-021
Const.CSJ: 1939-02-019

Parcel 15-A
Property Description

Being 4,168 square feet of land more or less, out of a 1.41 acre tract, situated in Hidalgo County, Texas and being a part or portion of **Lot 7, Block 10, A. J. McColl Subdivision** as recorded in Volume 21, Page 598, Deed Records of Hidalgo County and being a part or portion of a tract of land conveyed to **Norma R. De Garza** as described in Document No. 1696707, Hidalgo County Official Records and said 4,168 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a ½" iron rod set on the northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

S 08° 31' 39" W, along the east line of said Lot 7, Block 10, A. J. McColl Subdivision, at 298.72 feet pass the common line of the south line of G and A Subdivision recorded in Volume 27, Page 88B, Hidalgo County Map Records and the north line of a 10.00 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Armando Morales as described in Document No. 1367574, Hidalgo County Official Records, at 597.45 feet pass the common line of the south line of said Morales tract and the north line of a 10.0 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Norma R. De Garza as described in Document No. 869067, Hidalgo County Official Records, a total distance of 896.18 feet to a point on the common line of the south line of said De Garza tract and the north

line of the International Boundary Commission tract out of Lot 7, Block 10, A. J. McColl Subdivision as described in Document R/W File No. 20419-M-568-H and R/W File No. 20203-M-569-H in an International Boundary Commission Map; Thence, along the said common line of the south line of said De Garza acre tract and the north line of said International Boundary Commission tract, N 81° 28′ 21″ W, at 382.02 feet pass the Northeast corner of said 1.41 acre tract, a total distance of 1308.67 feet to a ½″ iron rod set on the proposed east right-of-way line of FM 2061 (Jackson Road for the northeast corner of this tract and the **POINT OF BEGINNING;**

(1) THENCE, along the proposed east right-of-way line of FM 2061 (Jackson Road), S 08° 31′ 33″ W, a distance of 38.03 feet to a ½″ iron rod set for the southeast corner of this tract;

(2) THENCE, N 81° 28′ 21″ W, a distance of 109.60 feet to a ½" iron rod set on the existing right-of-way line of FM 2061 (Jackson Road) for the southwest corner of this tract;

(3) THENCE, along the existing east right-of-way line of FM 2061 (Jackson Road), N 08° 31′ 39″ E, a distance of 38.03 feet to a ½″ iron rod set on the south line of said De Garza tract for the northwest corner of this tract;

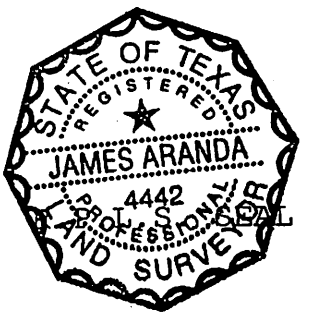
(4) THENCE, along said south line of said De Garza tract, S 81° 28′ 21″ E, a distance of 109.60 feet to the **POINT OF BEGINNING** and containing 4,168 square feet of land, more or less.

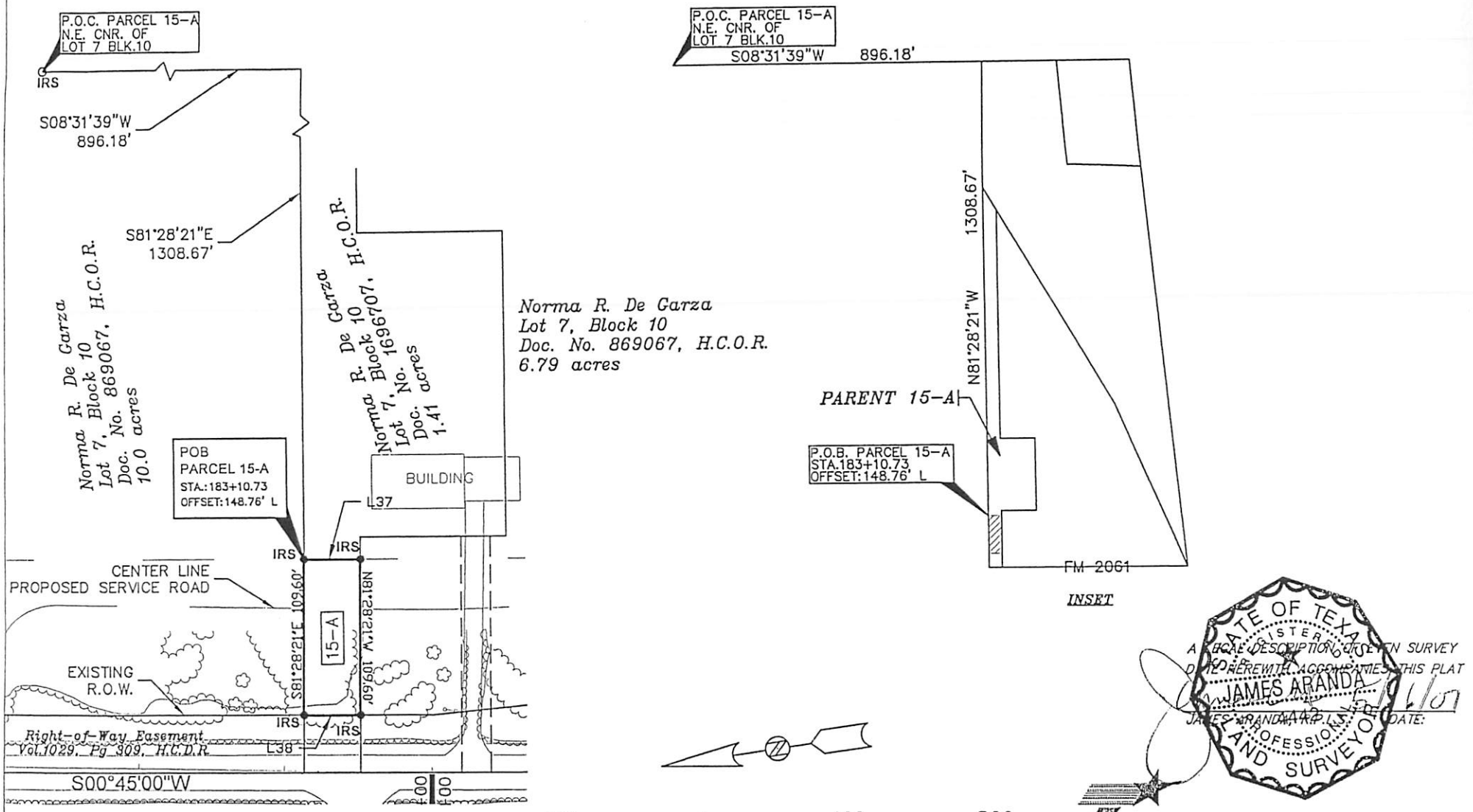
Note: The Point of Beginning of this description has coordinates of X = 1078747.1162 and Y = 16580147.3689; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.00004;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

5/16/07

James Aranda, R.P.L.S. Date
Texas Registration No. 4442





LINE	BEARING	DISTANCE
L37	S08°31'33"W	38.03'
L38	N08°31'39"E	38.03'

NOTE:

1. ALL BEARING, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, (1993 adjustment), TEXAS SOUTH ZONE 4205. COORDINATES AND DISTANCES ARE US SURVEY FEET ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999600016.
2. ALL BEARINGS AND DISTANCES IN PARENTHESIS "( )" ARE RECORDED.

LEGEND:

EXIST. ROW LINE		RIGHT OF WAY	R.O.W.
PROPERTY LINE		POINT OF COMMENCING	P.O.C.
LOT LINE		POINT OF BEGINNING	P.O.B.
FENCE LINE		BEGINNING OF PROJECT	B.O.P.
COMMON OWNERSHIP LINE		END OF PROJECT	E.O.P.
EASEMENT LINE		5/8" REBAR SET W/ ALUMINUM DISK	IRS
PARCEL NUMBER	25	IRON PIPE FOUND	IP
EXISTING CENTERLINE		IRON ROD FOUND	IRF
PROPOSED CENTERLINE		"X" CUT ON CONCRETE	X
CENTERLINE	C.L.		
COTTON PICKER SPINDLE SET	CPS		

STATE OF TEXAS
REGISTERED
JAMES ARANDA
PROFESSIONAL
LAND SURVEYOR

A METE AND BOUNDS DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

JAMES ARANDA R.P.L.S. DATE: 6/07

Texas Department of Transportation

ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMPANY
1552 DOVE AVENUE, MCALLEN, TEXAS
PH: 956-631-0444 FAX: 956-631-0992

DISTRICT	PLAT OF SURVEY	COUNTY
PHARR	PARCEL 15-A	HIDALGO
		DATE OF SURVEY
ROW CSJ	PROJECT NAME	10-8-2003
1939-02-021	(FM 2061) JACKSON ROAD	DATE REVISED 04-17-2007
ROW ACQUISITION		SHEET NO.

Parcel Name: PARCEL 15-A

North: 16580147.3689 East : 1078747.1162
Line Course: S 08-31-33 W Length: 38.03
North: 16580109.7591 East : 1078741.4781
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Line Course: N 08-31-39 E Length: 38.03
North: 16580163.6206 East : 1078638.7289
Line Course: S 81-28-21 E Length: 109.60
North: 16580147.3687 East : 1078747.1173

Perimeter: 295.26 Area: 4,168 sq. ft. 0.10 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0011 Course: S 81-28-24 E
Error North: -0.00016 East : 0.00109
Precision 1: 268,418.18

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: Fidelity National Title Insurance Company ("Title Insurer")

Edwards Abstract and Title Co. ("The Company")

RE: to County of Hidalgo

GF (File) Number: 744853

Land: Being 4,168 square feet of land, more or less, out of a 1.41 acre tract, situated in Hidalgo County, Texas, and being a part or portion of Lot Seven (7), Block Ten (10), A. J. McCOLL SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 21, Page 598, Deed Records, Hidalgo County, Texas, and being a part or portion of a tract of land conveyed to Norma R. De Garza, as described in Document No. 1696707, Hidalgo County Official Records and said 4,168 square feet also being more particularly described by metes and bounds as follows:

COMMENCING on a 1/2 inch iron rod set on the Northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

South 08 degrees 31 minutes 39 seconds West, along the East line of said Lot 7, Block 10, A. J. McColl Subdivision, at 298.72 feet pass the common line of the South line of G and A Subdivision, recorded in Volume 27, Page 88B, Hidalgo County Map Records and the North line of a 10.00 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Armando Morales as described in Document No. 1367574, Hidalgo County Official Records at 597.45 feet pass the common line of the South line of said Morales Tract and the North line of a 10.0 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Norma R. De Garza, as described in Document No. 869067, Hidalgo County Official Records, a total distance of 896.18 feet to a point on the common line of the South line of said De Garza tract and the North line of the International Boundary Commission tract out of Lot 7, Block 10, A. J. McColl Subdivision, as described in Document R/W File No. 20419-M-568-H and R/W File No. 20203-M-569-H in an International Boundary Commission Map; Thence, along the said common line of the South line of said De Garza acre tract and the North line of said International Boundary Commission tract, North 81 degrees 28 minutes 21 seconds West, at 382.02 feet pass the Northeast corner of said 1.41 acre tract, a total distance of 1308.67 feet to a 1/2 inch iron rod set on the proposed East right-of-way line of FM 2061 (Jackson Road for the Northeast corner of this tract and the POINT OF BEGINNING;

THENCE, along the proposed East right-of-way line of FM 2061 (Jackson Road), South 08 degrees 31 minutes 33 seconds West, a distance of 38.03 feet to a 1/2 inch iron rod set for the Southeast corner of this tract;

THENCE, North 81 degrees 28 minutes 21 seconds West, a distance of 109.60 feet to a 1/2 inch iron rod set on the existing right-of-way line of FM 2061 (Jackson Road) for the Southwest corner of this tract;

THENCE, along the existing East right-of-way line of FM 2061 (Jackson Road), North 08 degrees 31 minutes 39 seconds East, a distance of 38.03 feet to a 1/2 inch iron rod set on the South line of said De Garza tract for the Northwest corner of this tract;

THENCE, along said South line of said De Garza tract, South 81 degrees 28 minutes 21 seconds East, a distance of 109.60 feet to the POINT OF BEGINNING and containing 4,168 square feet of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

1. **Waiver of Inspection**

You may refuse to accept an exception to the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. **Receipt of Commitment**

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. **Survey**

GF No. 744853

FIDELITY NATIONAL TITLE INSURANCE COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE: _____ DATE: 4/22/15

(Residential Owner's Title Policy Only)

File Number: 744853

BOUNDARY PROTECTION ELECTION

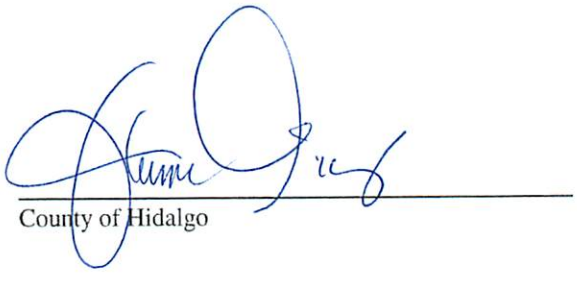
We are informed that we may secure insurance against boundary discrepancies, boundary conflicts, boundary line issues, encroachments, protrusions and overlaps of improvements (unless the title company adds an exception to a specific item) provided that we: (1) provide a satisfactory existing survey; and, (2) pay an additional **5 % of the Basic Rate for the Residential Owner Policy.**

If we purchase this insurance, the title insurer also must hire an attorney if we are sued over these matters existing at the Date of our Policy.

If we do not purchase this insurance, we must hire our own attorney and surveyor if necessary, and we will not be protected under our Residential Owner Policy against any encroachments, such as buildings over easements, buildings over setback lines, buildings over property lines, or location of fences.

_____ Yes. We want to be protected and we elect to buy this additional insurance coverage.

_____ No. We do not want to be protected, and we will not have any protection, including attorney's fees or survey costs in a future controversy. We acknowledge that our policy will except to "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements."



County of Hidalgo

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. **Arbitration**

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. **Notice**

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Signature: _____

County of Hidalgo

Survey Date: October 08, 2003
Revision Date:: April 17, 2007

Exhibit "A"

County: HIDALGO
Highway: FM 2061 (JACKSON ROAD)
ROW CSJ: 1939-02-021
Const.CSJ: 1939-02-019

Parcel 15-A
Property Description

Being 4,168 square feet of land more or less, out of a 1.41 acre tract, situated in Hidalgo County, Texas and being a part or portion of **Lot 7, Block 10, A. J. McColl Subdivision** as recorded in Volume 21, Page 598, Deed Records of Hidalgo County and being a part or portion of a tract of land conveyed to **Norma R. De Garza** as described in Document No. 1696707, Hidalgo County Official Records and said 4,168 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a ½" iron rod set on the northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

S 08° 31' 39" W, along the east line of said Lot 7, Block 10, A. J. McColl Subdivision, at 298.72 feet pass the common line of the south line of G and A Subdivision recorded in Volume 27, Page 88B, Hidalgo County Map Records and the north line of a 10.00 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Armando Morales as described in Document No. 1367574, Hidalgo County Official Records, at 597.45 feet pass the common line of the south line of said Morales tract and the north line of a 10.0 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Norma R. De Garza as described in Document No. 869067, Hidalgo County Official Records, a total distance of 896.18 feet to a point on the common line of the south line of said De Garza tract and the north

line of the International Boundary Commission tract out of Lot 7, Block 10, A. J. McColl Subdivision as described in Document R/W File No. 20419-M-568-H and R/W File No. 20203-M-569-H in an International Boundary Commission Map; Thence, along the said common line of the south line of said De Garza acre tract and the north line of said International Boundary Commission tract, N 81° 28′ 21″ W, at 382.02 feet pass the Northeast corner of said 1.41 acre tract, a total distance of 1308.67 feet to a ½″ iron rod set on the proposed east right-of-way line of FM 2061 (Jackson Road for the northeast corner of this tract and the **POINT OF BEGINNING;**

(1) THENCE, along the proposed east right-of-way line of FM 2061 (Jackson Road), S 08° 31′ 33″ W, a distance of 38.03 feet to a ½″ iron rod set for the southeast corner of this tract;

(2) THENCE, N 81° 28′ 21″ W, a distance of 109.60 feet to a ½" iron rod set on the existing right-of-way line of FM 2061 (Jackson Road) for the southwest corner of this tract;

(3) THENCE, along the existing east right-of-way line of FM 2061 (Jackson Road), N 08° 31′ 39″ E, a distance of 38.03 feet to a ½″ iron rod set on the south line of said De Garza tract for the northwest corner of this tract;

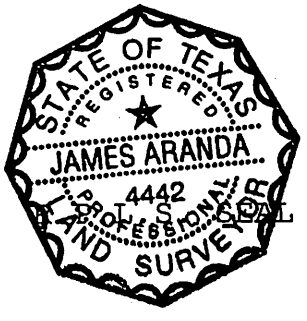
(4) THENCE, along said south line of said De Garza tract, S 81° 28′ 21″ E, a distance of 109.60 feet to the **POINT OF BEGINNING** and containing 4,168 square feet of land, more or less.

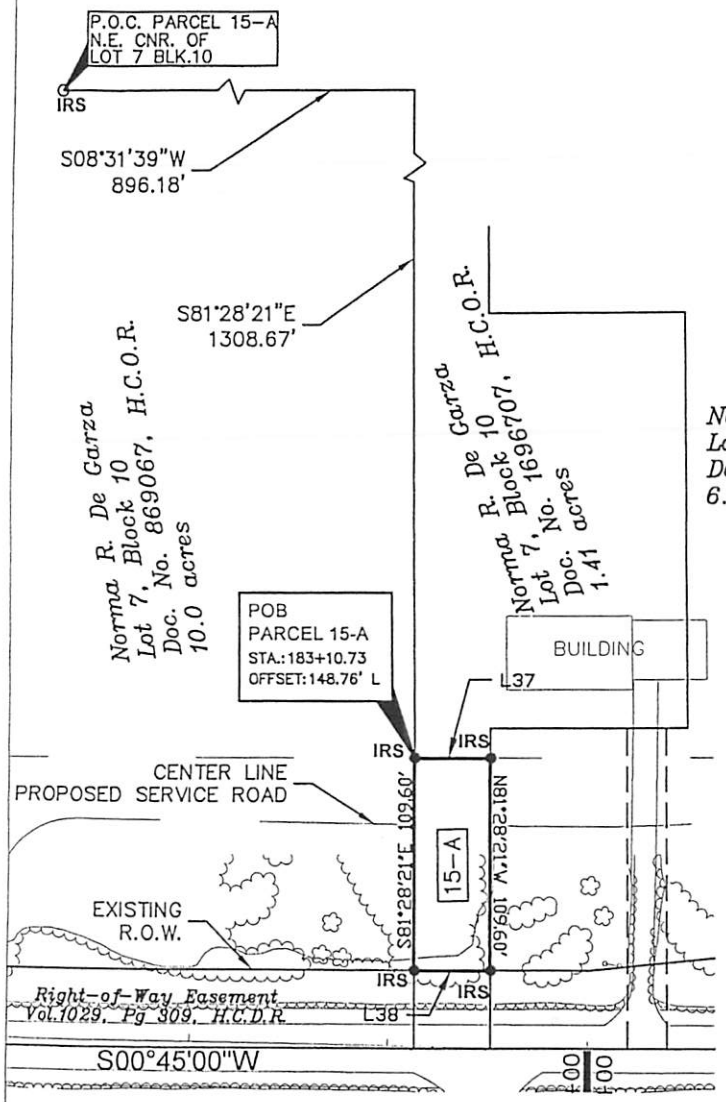
Note: The Point of Beginning of this description has coordinates of X = 1078747.1162 and Y = 16580147.3689; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.00004;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

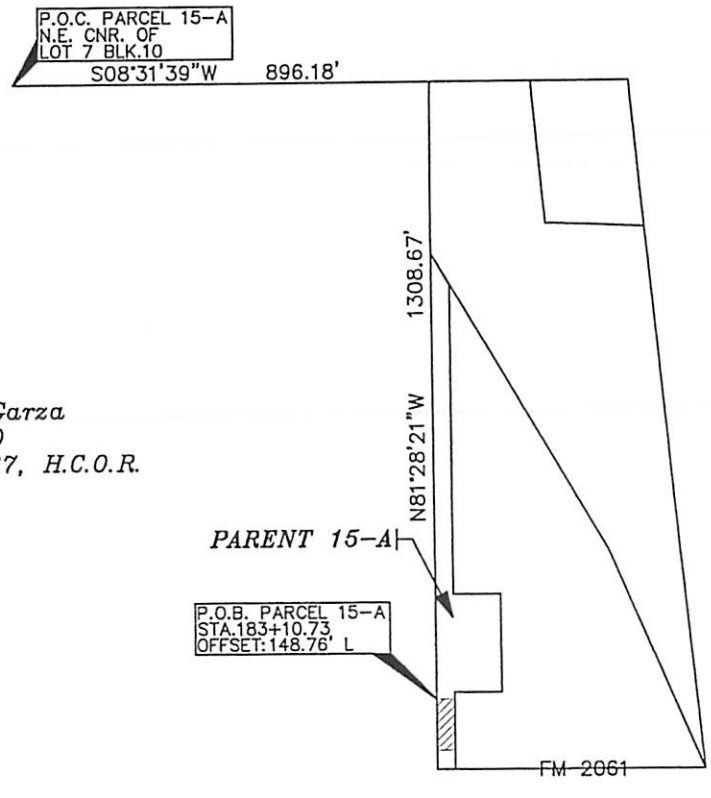
5/16/07

James Aranda, R.P.L.S. Date
Texas Registration No. 4442





Norma R. De Garza
Lot 7, Block 10
Doc. No. 869067, H.C.O.R.
6.79 acres



INSET

LINE	BEARING	DISTANCE
L37	S08°31'33"W	38.03'
L38	N08°31'39"E	38.03'

NOTE:

1. ALL BEARING, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, (1993 adjustment), TEXAS SOUTH ZONE 4205. COORDINATES AND DISTANCES ARE US SURVEY FEET ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999600016.
2. ALL BEARINGS AND DISTANCES IN PARENTHESIS "( )" ARE RECORDED.

100 0 100 200

Scale 1" = 100'

LEGEND:

EXIST. ROW LINE		RIGHT OF WAY	R.O.W.
PROPERTY LINE		POINT OF COMMENCING	P.O.C.
LOT LINE		POINT OF BEGINNING	P.O.B.
FENCE LINE		BEGINNING OF PROJECT	B.O.P.
COMMON OWNERSHIP LINE		END OF PROJECT	E.O.P.
EASEMENT LINE		5/8" REBAR SET W/ ALUMINUM DISK	IRS
PARCEL NUMBER	25	IRON PIPE FOUND	IP
EXISTING CENTERLINE		IRON ROD FOUND	IRF
PROPOSED CENTERLINE		"X" CUT ON CONCRETE	X
CENTERLINE	C.L.		
COTTON PICKER SPINDLE SET	CPS		

STATE OF TEXAS
REGISTERED
JAMES ARANDA
LAND SURVEYOR

A METE AND BOUND DESCRIPTION OF EVEN SURVEY DATE HEREWITH, ACCOMPANIES THIS PLAT

JAMES ARANDA, R.P.L.S. DATE: 4/16/07

Texas Department of Transportation

ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMPANY
1652 DOVE AVENUE, MISSION, TEXAS 78572
PH: 956-631-0944 FAX: 956-631-0982

DISTRICT	PLAT OF SURVEY	COUNTY
PHARR	PARCEL 15-A	HIDALGO
		DATE OF SURVEY
ROW CSJ	PROJECT NAME	10-8-2003
1939-02-021	(FM 2061) JACKSON ROAD	DATE REVISED
		04-17-2007
ROW ACQUISITION		SHEET NO.

Parcel Name: PARCEL 15-A

North: 16580147.3689 East : 1078747.1162
Line Course: S 08-31-33 W Length: 38.03
North: 16580109.7591 East : 1078741.4781
Line Course: N 81-28-21 W Length: 109.60
North: 16580126.0111 East : 1078633.0897
Line Course: N 08-31-39 E Length: 38.03
North: 16580163.6206 East : 1078638.7289
Line Course: S 81-28-21 E Length: 109.60
North: 16580147.3687 East : 1078747.1173

Perimeter: 295.26 Area: 4,168 sq. ft. 0.10 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0011 Course: S 81-28-24 E
Error North: -0.00016 East : 0.00109
Precision 1: 268,418.18

AI-49207 **Precinct #3** **21. A.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval to name a road that runs North from Mile 2 Rd. between FM 492 and Abram Rd. as **ALEXIA RD.**

BACKGROUND

The proposed name of **ALEXIA RD. i**s approved by the 911 department.

Fiscal Impact

Attachments

Backup Info

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/07/2015 01:13 PM
Glinda Pacheco	Glinda Pacheco	04/09/2015 09:48 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Norma Ceballos Started On: 04/07/2015 12:01 PM

Final Approval Date: 04/24/2015

Lower Rio Grande Valley Development Council

Mayor Pro-Tem Eddy Gonzalez, Edcouch ..... President
Hon. Norma G. Garcia, Member-at-Large ..... 1st Vice-President
Mayor Steve Brewer ..... 2nd Vice-President
Mayor Tony Martinez ..... Secretary
Mayor Pro-Tem Alvin Samano, Member-at-Large ..... Treasurer
Mayor Chris Boswell, Harlingen ..... Immediate Past President

BOARD MEMBERS

Sofia Benavidez
Commissioner, Cameron County

Hector "Tito" Palacios
Commissioner, Hidalgo County

John F. Gonzales
Judge, Willacy County

Roel Landa
Commissioner, Alamo

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Jim Darling
Commissioner, McAllen

Ruben Guajardo
Commissioner, Mercedes

Norie Gonzalez Garza
Council Member, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Celeste Sanchez
Commissioner, San Benito

Armando Garza
Commissioner, San Juan

Robert J. Garza
Commissioner, Weslaco

Dr. Cesar Maldonado
TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

J. Shane Cameron
Willacy Navigation District

Don Medina
Member-At-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

9-1-1 DEPT

FAX TRANSMISSION

To:	Commissioner Joe M. Flores	**From:**	Juan Torres
Fax:	956-585-2375	**Pages:**	2
Phone:	585-4509	**Date:**	4/01/2015
Re:	NEW ROAD NAME		

Urgent **For Review** **Please Comment** **Please Reply**

Mr. Flores,

We understand that a name has been proposed for a previous no-name road that runs North from Mile 2 Rd. between FM 492 and Abram Rd.

The proposed name of ALEXIA RD. is approved by the 9-1-1 department. We recommend that it be approved by the Commissioners court at the next scheduled meeting. I am attaching an aerial view of the area.


GOODWIN TRACT
G5900-02
G5900-01
ROAD NEEDS NAME
COUNTY ROAD 2427
N ABRAM RD
COUNTY ROAD 2429
COUNTY ROAD 2371
W MILE 2 RD
N FM 492
AVENUE B
AVENUE A
CARLA ST
TAURUS LI
N KOUNTRY LP
S KOUNTRY LP
GARCIA LN
PALMARINA ST
W MILE 2 RD
24 5Ac.
23 5Ac.
22 4.75Ac.
55 3.53Ac.
19 5Ac.
20 5Ac.
21 5.1Ac.
54 3.93Ac.
18 5Ac.
17 5Ac.
6.97Ac.
51 3.43Ac.
16
14 5Ac.
15 5Ac.
13 5Ac.
12 5Ac.
11 7.08Ac.
8 5Ac.
9 5Ac.
10
6 5Ac.
5 5.67Ac.
67 10Ac.
64 10Ac.
63 10Ac.
60 10Ac.
55 10Ac.
53 6.37Ac.
5.84Ac.
2.48Ac.
2.68Ac.

March 26, 2015

Mr. Jose Flores,

Commissioner Precinct 3

724 N. Breyfogle Rd.

Mission, Tx. 78572

Dear. Mr. Flores,

We the undersigned hereby petition that the dedicated road located between FM 492 and Abram Road and runs from the 2 Mile line Canal to the 3 Mile line be named Alexia Road/Street. The road needs to be named for 911 emergency use. We attest that our property is located next to the road to be named. Thank you for your consideration of this request.

Name (Print)	Signature
ROBERTO ZAMORA	Roberto Zamora
Martin Garcia Jr	Martin Garcia
Esmeralda Flores	Esmeralda Flores

AI-49453 **Precinct #4** **22. A.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Jesse Ozuna, COMM. PCT. #4

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Approval of Interlocal Cooperation Agreement between County of Hidalgo and Emergency Services District No. 3

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-419-40-124-136-0-751

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

BUDGETARY IMPACT:

PO #724220 - $74,755.02

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Generator installation cost done thru change order # 5 - allowances, PO# 712761.

Attachments

iNTERLOCAL

LEGAL

inst ref

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/23/2015 02:07 PM
Manuel Chapa	Manuel Chapa	04/24/2015 08:08 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Monica Badillo		Started On: 04/23/2015 01:57 PM
Final Approval Date: 04/24/2015		

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3

This Agreement is made on this the _____ day of _____, 2015, by and between HIDALGO COUNTY, TEXAS, hereinafter referred to as "County" and HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3 hereinafter referred to as "District" pursuant to the provisions of the Texas Interlocal Cooperation Act, the follows:

W I N E S S E T H

WHEREAS, District is an Emergency Services District created and operating under the provisions of Chapter 775 of the Texas Health and Safety Code;

WHEREAS, pursuant to the provisions of Section 775.031, of the Texas Health and Safety Code, the District is authorized to construct, lease, own, and maintain real property, improvements, and fixtures necessary to house, repair and maintain emergency services vehicles and equipment;

WHEREAS, pursuant to the provisions of Section 775.031 of the Texas Health and Safety code, the District is authorized to lease, own, maintain, operate, and provide emergency services vehicles and other necessary or proper apparatus, instrumentalities, equipment, and machinery to provide emergency services;

WHEREAS, pursuant to the provisions of Section 775.031 of the Texas Health and Safety code, the District is authorized to contract with other entities, including other districts or municipalities, to make emergency services facilities and emergency services available to the district;

WHEREAS, County and District have previously entered into an Interlocal Agreement for the construction by County of county emergency services facility in the Linn-San Manuel area (the "Facility");

WHEREAS, the Facility upon construction will require the installation of a power generator to provide emergency backup power to Facility;

WHEREAS, County has requested the District fund the purchase and the District desires to fund the purchase of the needed generator;

WHEREAS, the proposed acts are within the purposes and acts authorized for the District pursuant to the powers and duties prescribed by Chapter 775 of the Texas Health and Safety Code for the District;

WHEREAS, the proposed acts herein will benefit and serve the citizens and property within the jurisdiction of the District and County; and

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

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

1. County agrees to purchase, in accordance with any applicable procurement law, the generator(including installation of same), as specified in the Exhibit "A" and attached hereto and made a part hereof, on behalf of the parties, at the price specified therein on Exhibit "A";
2. District and County agree County shall take possession of and responsibility for the generator upon its purchase to be used by the County at the Linn-San Manuel emergency services facility;
3. District shall reimburse County within ten (10) days after invoice from County in the sum of $89,456.72 as specified in Exhibit "A".
4. **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 their 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 times such conflict exists.
5. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
6. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the District and County and not otherwise.
7. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
8. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall

be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District:	Hidalgo County ESD No. 3 Attention: Board President P. O. Box 3489 Edinburg, Texas 78540
If to County:	Hidalgo County Attention: Ramon Garcia, County Judge 302 W. University Drive Edinburg, Texas 78540-0758
With copy to:	Hidalgo County Commissioner Pct. 4 Attention: Joseph Palacios, Commissioner 1102 N. Doolittle Road Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

9. **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.
10. **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.
11. **Assignment.** This Agreement shall not be assignable.
12. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
14. **Authority to Execute.** The execution and performance of this Agreement by District and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
15. **Governmental Purpose.** Each party hereto is entering into this Agreement for the

purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

WITNESS THE HANDS OF THE PARTIES effective as of the last date approving opposite the signature lines of the parties hereto.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____
Rudy Zamora, Board President

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §

COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised County has requested upon completion of construction of the Facility will require the installation of a power generator to provide emergency backup power to Facility. District will fund the purchase and District desires to purchase of the needed generator through an Interlocal Cooperation Agreement to be entered into between Hidalgo County and the Hidalgo County Emergency Services District No. 3.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

Waukesha Pierce Generator cost: $74,755.02

Contractor cost for installation: $14,701.70

Total purchase and installation: $89,456.72

Zimbra **monica.badillo@co.hidalgo.tx.us**

Fwd: Contribution for Fire Station Generator

From : Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us> Fri, Apr 24, 2015 04:41 PM

Subject : Fwd: Contribution for Fire Station Generator 4 attachments

To : Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>

Cc : Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Manuel Chapa <manuel.chapa@co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>, debbie tamez <debbie.tamez@co.hidalgo.tx.us>

Good Afternoon Mrs. Fong,

Please see Mr. Crain's approval of said inter-local agreement. The other information requested will be addressed shortly. Have a great weekend.

Thank you,

Jesse Ozuna
Hidalgo County Pct. 4
956.383.3112 (o)
956.648.3493 (c)
jesse.ozuna@co.hidalgo.tx.us

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From: "Steve Crain" <scrain@atlashall.com>
To: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>
Sent: Friday, April 24, 2015 4:36:07 PM
Subject: RE: Contribution for Fire Station Generator

The agreement is fine.

From: Jesus Ozuna [mailto:jesus.ozuna@co.hidalgo.tx.us]
Sent: Friday, April 24, 2015 4:25 PM
To: Stephen L. Crain
Cc: Marynel Trevino
Subject: Re: Contribution for Fire Station Generator

Good Afternoon Mr. Crain,

The auditor's office is requesting your approval of this inter-local that was drafted by your office. Look forward to hearing from you.

Thank you,

Jesse Ozuna
Hidalgo County Pct. 4
956.383.3112 (o)
956.648.3493 (c)
jesse.ozuna@co.hidalgo.tx.us

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From: "Marynel Trevino" <mntrevino@atlashall.com>
To: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>
Sent: Monday, March 23, 2015 3:54:49 PM
Subject: FW: Contribution for Fire Station Generator

Hi Jesse:

Attached is the revised amount of the agreement.

Thank you,
Marynel Trevino, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

Atlas Hall Rodriguez

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From: Jesus Ozuna [mailto:jesus.ozuna@co.hidalgo.tx.us]
Sent: Monday, March 23, 2015 2:28 PM
To: Stephen L. Crain
Cc: Marynel Trevino
Subject: Re: Contribution for Fire Station Generator

Mr. Crain,

As per your request, this is the breakdown:

The generator cost from Waukesha Pierce is: $74,755.02
The cost for installation from our contractor is: $14,701.70

This brings the total for purchase and installation to $89,456.72

Let me know if this information suffices for what we need to accomplish.

Thank you,

Jesse Ozuna

Hidalgo County Pct. 4
956.383.3112 (o)
956.648.3493 (c)
jesse.ozuna@co.hidalgo.tx.us

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From: "Marynel Trevino" <mntrevino@atlashall.com>
To: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>
Sent: Monday, March 23, 2015 2:11:08 PM
Subject: FW: Contribution for Fire Station Generator

Good afternoon Jesse:

See attached the revised Agreement.

Thank you,
Marynel Trevino, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com



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From: Jesus Ozuna [mailto:jesus.ozuna@co.hidalgo.tx.us]
Sent: Monday, March 23, 2015 7:40 AM
To: Stephen L. Crain
Cc: Marynel Trevino
Subject: Fwd: Contribution for Fire Station Generator

Good Morning Mr. Crain,

Attached is an interlocal agreement the Emergency Services District No. 3 attorney Frank Prado drafted for the purpose of them contributing funds to the Linn-San Manuel Emergency Services Facility for the purpose of the purchase and installation of a power generator. At first glance, I can see they only state the purchase of the generator and not the installation. Please review and revise this document to allow us to go into an agreement with them for this purpose. The total cost for the purchase and installation of the power generator is $89,456.72. Let me know if you need any additional information regarding this matter.

Thank you,

Jesse Ozuna
Hidalgo County Pct. 4
956.383.3112 (o)
956.648.3493 (c)
jesse.ozuna@co.hidalgo.tx.us



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From: "Francisco Prado" <fpradolaw@msn.com>
To: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>
Sent: Thursday, March 19, 2015 3:29:40 PM
Subject: RE: Contribution for Fire Station Generator

See attached. This was presented to the ESD Board for approval when they approved making the purchase. If Atlas & Hall is good with it, we should be ready to go.

Thank you,

Francisco J. Prado, Jr.
P.O. Box 3489
220C South 12th Street
Edinburg, Texas 78539
(956) 739-6842
(956) 287-4487 Fax

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Date: Wed, 18 Mar 2015 09:54:46 -0500
From: jesus.ozuna@co.hidalgo.tx.us
To: fpradolaw@msn.com
Subject: Contribution for Fire Station Generator

Good Morning Mr. Prado,

We are at a point in which we are going to need the interlocal executed and the contribution to be ready once this interlocal is complete. Just so you and the board are aware, the total cost for the generator and installation is $89,456.72. I will make sure Mr. Crain at Atlas & Hall works on this interlocal as soon as possible. Please provide me with any feedback I may need for this document from your entity's end.

Thank you,

Jesse Ozuna

Hidalgo County Pct. 4
956.383.3112 (o)
956.648.3493 (c)
jesse.ozuna@co.hidalgo.tx.us

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image002.png
10 KB

image003.jpg
5 KB

pct 4.png
10 KB

Interlocal ESD No. 3 & Hidalgo County.pdf
2 MB

AI-49251 **Purchasing Department 10. B.**

CC CONSENT

Meeting Date: 04/14/2015

Submitted For: Jesse Ozuna, COMM. PCT. #4

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: COMM. PCT. #4

Information

CAPTION

1. Acceptance and approval of Change Order No. 4 for relocation of Contract Allowances by moving the remainder of the Red Iron Allowance in the amount of $2,791.50 into the Contingency Fund for a new total balance of $11,691.50 in the contingency allowance fund with no additional days for Contract No. C-14-067-06-03 with JCon Construction, LLC as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of the Linn-San Manuel Emergency Services Facilities" with authority for County Judge, or Court Member to execute document.

2. Acceptance and approval of Change Order No. 5 for the Installation of Generator Feeders, Concrete Pad, Reinforcement including Overhead and profit for a total of $14,701.70 minus (-$11,691.50) from Contingency Allowance resulting in the total increase of $3,010.20 to project total cost, and the addition of 20 calendar days in this Change Order No. 5 for the Contract No. C-14-067-06-03 with JCon Construction, LLC as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of the Linn-San Manuel Emergency Services Facilities" with authority for County Judge, or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1200-419-40-124-136-0-730

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

BUDGETARY IMPACT:

Funding pending approval of AI-49311.

Attachments

Ch Ord 4 -Project's Allowance Relocation

Ch Ord 5 -Additional Wrk + Days

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/10/2015 04:26 PM
Budget & Management	Veronica Ortiz	04/10/2015 04:34 PM
Manuel Chapa	Veronica Ortiz	04/10/2015 04:44 PM
Glinda Pacheco	Glinda Pacheco	04/10/2015 05:02 PM
Auditor's Office	Monica Badillo	04/10/2015 06:12 PM
Form Started By: Moises Salazar		Started On: 04/08/2015 04:43 PM

Final Approval Date: 04/10/2015

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Pct. 4
Contact Name: Veronica L. Davis
Telephone # (956)383-3112

Purchase Order Number: 712761
Increase # 1 for this Purchase Order
Procurement Method:

- ☐ Contract # C-14-067-06-03
- ☐ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ☐ Quotes over $1,000.00 (verbal quotes)
- ☐ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 404330
Vendor Name: JCON Construction LLC
Address: P.O. Box 964
Mission, TX 78573

Increase Purchase Order for the following items:

Quantity	UOM	Description	NIGP	Unit Price	Amount
		Amount of Original Purchase Order			$ 1,350,000.00
1		PO Increase- Change Order # 5	90930	3,010.20	3,010.20
		Amount of Increase Request			$3,010.20
		TOTAL AMOUNT			$1,350,310.20

Account Number: 5-1301-419-40-124-136-0-730

Liquidated: 870,461.08
Available: 3010.20

Reason: **PO increase needed to cover Change Order # 4 & #5 approved CC 04/14/15 (AI-49251) for the installation of generator feeders, concrete pad, and reinforcement.**

Authorization: _____ Department Head — Date: 4-15-15

Reviewed by: _____ Purchasing Department — Date: 4-22-15

Approved By: Martha L Salazar — Purchasing Agent — Date: 4-22-15

Approved By: _____ Hidalgo County Auditor — Date: _____

AI-49393 **Precinct #4** **22. B.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. 4 Road Maint. (1200):
1. Approval to accept the cost participation from CWL for the construction of Brushline Road.
2. Approval of Certification of Revenues by the County Auditor for the cost participation from CWL Limited for the construction of Brushline Road.
3. Approval of 2015 appropriation of funds in the amount of $108,701.75 for the road construction of Brushline Road.

BACKGROUND

Reference:
AI-49393 - (CC 4/28/15) Contribution of funds for the materials and hauling of the required caliche and hot mix; Pct. 4 to provide equipment and labor to lay the caliche and hot mix.
AI-49244 (No Action CC 04/14/15)
AI-48661 (Approved CC 03/03/15)
AI-48359 (Approved CC 02/17/15)

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-721

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

BUDGETARY IMPACT:

Approval to accept the donation from CWL in the amount of $108,701.75.
Appropriation of funds in the amount of $108,701.75 for the construction of Brushline Road.
5-1200-364-00-124-000-0-000 - Funds available as of 4/23/15

Attachments

Receipt- Brushline Road
Brushline Road
COR Request

Memo-Receipt

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/23/2015 11:32 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Veronica Lopez		Started On: 04/21/2015 02:33 PM
Final Approval Date: 04/24/2015		

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 185335

Received From: PCT 4 CWL LIMITED RE:DONATION Date 04/07/15

1	0001105	LOS FELIZ S/D PHASE II BRUSHLINE ROAD	5-1200-364-00-124-000-0-000	108,701.75

Total: 108,701.75

Check Total	108,701.75
Cash Total	.00
Credit Total	.00
Other Total	.00

DATE: January 24, 2014

2015
Appropriation

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Pct. #4 Rd. Maint.

ACCOUNT NUMBER: 4-1200-431-00-124-007-0-721

Contact Person: Veronica Lopez **Ph#:** (956) 383-3112 Ext. 4019

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
5-1200-431-00-124-007-0-721	Pct4 Rd Maint- Roads	$108,701.75
5-1200-364-00-124-000-0-000	R&B Pct. 4 Contributions and Donations	$108,701.75
	TOTAL BUDGET INCREASE (DECREASE)	**$108,701.75**

REASON: Appropriation of donation from CWL for the construction of Brushline Road.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO
JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

Memorandum

To: **Ray Eufracio, CPA, County Auditor**

From: **Joseph Palacios, County Commissioner, Pct. No. 4**

Date: **Thursday, April 23, 2015**

Subject: **Pct. 4 Los Feliz S/D Phase II Brushline Road**

Cc: **Linda Fong, 1st Assistant County Auditor**
Becky Luna, Director of Accounting

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to account # 5-1200-364-00-124-000-0-000, Receipt No. 185335 for the contribution & donation from CWL Limited for road construction of Brushline Road.

The total amount requested is $108,701.75.

The agenda item to approve the donation, the Certification of Revenues, and appropriation of contribution & donation is AI-49393 CC date 04/28/15.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 383-3112 ext. 4019.

COUNTY of HIDALGO
JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

Memorandum

To: Norma Garcia, County Treasurer

From: Joseph Palacios, County Commissioner, Pct. No. 4 J.L.

Date: Monday, April 6, 2015

Subject: Pct. 4 Receipt of Contributions & Donations

Please let this memo serve as a request for a receipt from your office in relation to the paving of Brushline Road.

The check amount is $108,701.75.

Please deposit the check into the following account:

R&B - PCT 4 - CONTRIBUTIONS & DONATIONS
5-1200-364-00-124-000-0-000

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7000 ext. 4026.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

January 28, 2015

Mr. Joseph Palacios
County Commissioner
Hidalgo County Pct. No.4
1051 N. Doolittle Road
Edinburg, Texas 78542

Re: LOS FELIZ SUBDIVISION PHASE II

Dear Commissioner Palacios:

Pursuant to the meeting that the developer Mr. Forrest Runnels (CWL Ltd.) and I had with you about the paving of Brushline Road.

The developer is proposing to contribute the funds for the materials and hauling of the required caliche and hot mix (see attached engineers estimate). The developer is requesting that Hidalgo County Precinct No. 4 provides the equipment and labor to lay the caliche and hot mix.

Please review this request and present it to Hidalgo County Commissioners Court for approval.

Should you have any questions or need additional information, please feel free to call me at 381-6480.

Respectfully,

P.E.

Alfonso Quintanilla, P.E., R.P.L.S.
President

cc: Raul Sesin, P.E. Planning Administrator

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
124 E. Stubbs St. Edinburg, Texas 78539
Phone: (956) 381-6480 Fax (956) 381-0527

Construction Cost Estimate

Date Prepared: January 12, 2014 — Sheet 3 of 3

Project: Los Feliz Subdivision Phase II

Number of Lots: 39 Acres: 139.92

Location: Brushline Road

Owner: CWL Limited by THREE, LLC

Type of Estimate: Engineer's Estimate

Estimator: Alfonso Quintanilla, P.E., R.P.L.S.

BASIS OF ESTIMATE

_____ No Design Complete
_X_ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
III.	**Brushline Road (1/3 Escrow) (24.0' Asphalt, 28.0' Caliche Base) L= 3,994.0 Feet**				
1	1½" Hot Mix	SY	10,800	8.00	86,400.00
2	8" Caliche Base	SY	12,600	6.50	81,900.00
3	Subgrade	SY	14,400	2.00	28,800.00
4	Re-grade Existing Roadside Ditch	LF	8,000	1.50	12,000.00
5	Striping	LF	4,000	0.50	2,000.00
6	Testing	LS	1	5,000.00	5,000.00
7	3% Lime Stabilization	SY	14,600	2.50	36,500.00
				Subtotal:	**$ 252,600.00**
	BY DEVELOPER 1/3 PAVING ESCROW:				**$ 84,200.00**
IV.	**Hot Mix & Caliche (County Proposal)**				
1	HOT MIX MATERIAL	TONS	891	62.00	55,242.00
2	HOT MIX HAULING	TONS	891	7.25	6,459.75
3	CALICHE MATERIAL	TONS	4700	4.00	18,800.00
4	CALICHE HAULING	TONS	4700	6.00	28,200.00
				Subtotal:	**$ 108,701.75**

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED
PROFESSIONAL ENGINEER

P.E.

1-12-15

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 - R.P.L.S #4856
Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
www.qhaengineering.com

Letter of Transmittal

To: **Hidalgo County Precinct No. 4**
1051 N. Doolittle Rd.
Edinburg, Texas 78542

Date: January 29, 2014
Attention: Joseph Palacios
Re: Los Feliz Subdivision Phase II

Description:

- **Original letter to Joseph Palacios 1-29-14**
- **Engineer's Estimate**

BRUSHLINE RD.
NORTH TO 3/4 MILES
FROM END OF
PAVEMENT

Remarks: _____

Sent By: Neyda for Alfonso Quintanilla, P.E. Delivered By: _____

Received By: _____ Time: _____
Printed Name

124 E. Stubbs, Edinburg, TX 78539★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

March 23, 2015

Mr. Joseph Palacios
County Commissioner
Hidalgo County Pct. No.4
1051 N. Doolittle Road
Edinburg, Texas 78542

Re: LOS FELIZ SUBDIVISION PHASE II

Dear Commissioner Palacios:

Good morning, we hope you are well. Mr. Forrest Runnels (CWL Ltd.) requested that I forward you the following information about the paving of Brushline Road.

1) The developer is proposing to contribute the funds for the materials and hauling of the required caliche and hot mix (see attached engineers estimate).
2) The developer is requesting that Hidalgo County Precinct No. 4 provides the equipment and labor to lay the caliche and hot mix.
3) The developer is proposing to pay the $108,701.75.

3,900 FT From END OF PAVEMENT NORTH

Please let me know if you need any additional information in order to present it to the Hidalgo County Commissioners Court for approval.

Should you have any questions or need additional information, please feel free to call me at 381-6480.

Respectfully,

P.E.

Alfonso Quintanilla, P.E., R.P.L.S.
President

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 - R.P.L.S #4856
Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
www.qhaengineering.com

Letter of Transmittal

To: **Hidalgo County Precinct No. 4**
1051 N. Doolittle Rd.
Edinburg, Texas 78542

Date: March 27, 2015
Attention: Joseph Palacios
Re: Los Feliz Subdivision Phase II

Description:

- **Original letter to Joseph Palacios 3-23-15**

Remarks: _____

Sent By: Neyda for Alfonso Quintanilla, P.E. Delivered By: _____

Received By: _____ Time: _____
Printed Name

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

March 23, 2015

Mr. Joseph Palacios
County Commissioner
Hidalgo County Pct. No.4
1051 N. Doolittle Road
Edinburg, Texas 78542

Payable to: Hidalgo County

Re: LOS FELIZ SUBDIVISION PHASE II

Dear Commissioner Palacios:

Good morning, we hope you are well. Mr. Forrest Runnels (CWL Ltd.) requested that I forward you the following information about the paving of Brushline Road.

1) The developer is proposing to contribute the funds for the materials and hauling of the required caliche and hot mix (see attached engineers estimate).
2) The developer is requesting that Hidalgo County Precinct No. 4 provides the equipment and labor to lay the caliche and hot mix.
3) The developer is proposing to pay the $108,701.75.

Please let me know if you need any additional information in order to present it to the Hidalgo County Commissioners Court for approval.

Should you have any questions or need additional information, please feel free to call me at 381-6480.

Respectfully,

P.E.

Alfonso Quintanilla, P.E., R.P.L.S.
President

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

CWL LIMITED **0001105**

Hidalgo County				4/6/2015		AMOUNT
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/6/2015	Bill	LF Ph 2 Brushline Rd	108,701.75	108,701.75		108,701.75
					Check Amount	108,701.75

CATEGORY	MEMO	TOTAL
TEXAS REGIONAL BANK	Paying Brushline Rd. - Los Feliz Sub.	108,701.75

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

CWL LIMITED
P.O. BOX 118
EDINBURG TX 78540
(956) 383-1341

TEXAS REGIONAL BANK
P.O. BOX 5555
MCALLEN, TX 78502

88-1161
1149

0001105

4/6/2015

MEMO Paying Brushline Rd. - Los Feliz Sub. Ph II

PAY TO THE ORDER OF Hidalgo County $ *$108,701.75

One Hundred Eight Thousand Seven Hundred One and 75/100********** DOLLARS

Hidalgo County

CWL LIMITED By: THREE LLC, It's General Partner

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

⑈0001105⑈ ⑆114917335⑆ 1510053⑈

AI-49353 **Purchasing Department** **23. A. 1.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

A. Requesting approval to rescind action taken on CC 3/17/2015 [AI#48879 24.F.3.A&B] due to the vendor discontinuing the manufacturing of this tractor;

B. Pursuant to Tx. LGC, Chapters/Sections, 263.151(2)(B)(C)(D) and 263.152(a)(2), action to declare six [6] [tractor/mower] units "Surplus" [detailed & described in the Exhibit attached herein] with approval to dispose of the units for the purpose of "trade-ins" toward the acquisition of new units;

C. Requesting authority to purchase three [3] tractors [as detailed in supporting documentation] through John Deere awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #447-14 to include;

1. Three (3) JD (MY2015) 5065E Utility Tractors in the amount of $ 98,754.45, and;
2. Three (3) JD MX7 Lift-Type Rotary Cutter-540 RPM PTO in the amount of 10,827.30;

less trade-in value for 6 Units in the amount of $54,000.00 for a final total of (B) & (C) of $55,581.75 which includes fees.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-112-0-751

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

BUDGETARY IMPACT:

Funding in the amount of $52,589.24 is available in account pending posting of PO Cancellation for PO#723877 .

The difference will be funded through AI#49448 CC 4/28/15.

Attachments

Depreciation
263.151
263.152
Trade In - Unit List
Quote w/Price Verification

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/24/2015 11:49 AM
Budget & Management	Veronica Ortiz	04/24/2015 01:12 PM
Manuel Chapa	Manuel Chapa	04/24/2015 04:23 PM
Auditor's Office	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Erika Zamora Started On: 04/16/2015 04:42 PM

Final Approval Date: 04/24/2015

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By
Requested E
Date: 3/13/2

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value
38306	2002 Massy Ferfuson Tractor	$12,623.99	7/23/2002	2002	2015	10	13	$1,262.40	$11,361.59
46391	2006 John Deere 5325 Tractor	$22,161.75	11/14/2006	2006	2015	10	9	$2,216.18	$19,945.58
46392	2006 MX6 Rotary Cutter Shredder	$1,792.50	11/14/2006	2006	2015	10	9	$179.25	$1,613.25
47640	2007 Kubota MX5000SU Tractor	$12,797.46	11/27/2007	2007	2015	10	8	$1,279.75	$11,517.71
47931	6ft Chain Cutter	$1,400.00	11/27/2207	2007	2015	10	8	$140.00	$1,260.00
47889	2007 Kubota M6040 Tractor	$16,792.00	1/22/2008	2008	2015	10	7	$1,679.20	$15,112.80
47918	6ft Chain Cutter	$1,295.00	1/22/2008	2008	2015	10	7	$129.50	$1,165.50
55048	5065 John Deere Tractor	$15,366.10	1/31/2012	2012	2015	10	3	$1,536.61	$13,829.49
55091	MX7 Cutter	$2,900.06	1/31/2012	2012	2015	10	3	$290.01	$2,610.05
55056	Canopy	$599.00	1/31/2012	2012	2015	10	3	$59.90	$539.10
55049	5065 John Deere Tractor	$15,366.10	1/31/2012	2012	2015	10	3	$1,536.61	$13,829.49
55195	MX7 Cutter	$2,900.06	3/13/2012	2012	2015	10	3	$290.01	$2,610.05
55057	Canopy	$599.00	1/31/2012	2012	2015	10	3	$59.90	$539.10
		$106,593.02						**$10,659.30**	**$95,933.72**

Historical Cost - Residual Value = $95,933.72

: Dagoberto Rios
3y: Hid. Co. Pct.2
015

Yearly Depreciation	Current Depreciation	Current Value
$1,136.16	$11,361.59	$0.00
$1,994.56	$17,951.02	$1,994.56
$161.33	$1,451.93	$161.33
$1,151.77	$9,214.17	$2,303.54
$126.00	$1,008.00	$252.00
$1,511.28	$10,578.96	$4,533.84
$116.55	$815.85	$349.65
$1,382.95	$4,148.85	$9,680.64
$261.01	$783.02	$1,827.04
$53.91	$161.73	$377.37
$1,382.95	$4,148.85	$9,680.64
$261.01	$783.02	$1,827.04
$53.91	$161.73	$377.37
	$62,568.70	**$33,365.02**

Texas Local Government Code - Section 263.151. Definitions

§ 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other

than items routinely discarded as waste, that because of use, time,

accident, or any other cause is so worn, damaged, or obsolete that

it has no value for the purpose for which it was originally

intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely

discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable

needs; and

(D) possesses some usefulness for the purpose for

which it was intended.

Texas Local Government Code 263.152 – Disposition

(a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

UNIT #		Model/ Year	Serial Number			Asset Number
#60	Different Driver	2002 Massy Ferguson 45HP Tractor	L04015		Parks	38306
#80	Different Driver	2006 John Deere 5325 Utility 3D Tractor	LV5325S230596		Sanitation	46391
	A	2006 MX6 Rotary Cutter Shredder	W00MX6X024199		Sanitation	46392
#86	Different Driver	2007 Kubota MX5000SU Tractor	15187		Sanitation	047640
	ATTACHMENT	6ft. Chain Cutter	53016		Sanitation	047931
#90	Different Driver	2007 Kubota M6040 F Tractor w/	10423		Sanitation	47889
	ATTACHMENT	6ft cutter	53014			47918
#106	Jose Espericueta	5065 John DeereTractor	1PY5065EJBB0042016109776		Sanitation	55048
	ATTACHMENT	MX7 cutter	1P00MX7X021253			55091
	CANOPY					55056
#107	Gilberto Jaramillo	5065 John Deere Tractor	1PY5065EJBB00441716109779		Sanitation	55049
	ATTACHMENT	MX7 cutter	1P00MX7XCBP021079			55195
	CANOPY					55057

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

Quote Summary

Prepared For:
Hidalgo Co.
TX

Delivering Dealer:
Neuhaus & Company, Ltd
R.d. Machen
2000 East Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rdm@neuhausco.com

Quote ID:	11236565
Created On:	10 April 2015
Last Modified On:	14 April 2015
Expiration Date:	10 May 2015

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE (MY2015) 5065E Utility Tractor (49-53 PTO hp) **Contract:** TASB_447-14 **Price Effective Date:** December 3, 2014	$ 44,637.60	$ 32,918.15	X	3	=	$ 98,754.45
JOHN DEERE MX7 Lift-Type Rotary Cutter - 540 RPM PTO **Contract:** TASB_447-14 **Price Effective Date:** November 24, 2014	$ 4,884.00	$ 3,609.10	X	3	=	$ 10,827.30
Equipment Total						**$ 109,581.75**

Trade In Summary	Qty	Each	Extended
JOHN DEERE 5065E TRACT	1	$ 54,000.00	$ 54,000.00
PayOff			$ 0.00
Total Trade Allowance			$ 54,000.00
Trade In Total			**$ 54,000.00**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 109,581.75
Trade In	$ (54,000.00)
SubTotal	**$ 55,581.75**
Total	$ 55,581.75
Down Payment	(0.00)
Rental Applied	(0.00)

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

Balance Due **$ 55,581.75**

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

Selling Equipment

Quote Id: 11236565 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

JOHN DEERE (MY2015) 5065E Utility Tractor (49-53 PTO hp)

Contract: TASB_447-14
Price Effective Date: December 3, 2014

Suggested List *
$ 44,637.60
Selling Price *
$ 32,918.15

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1744LV	(MY2015) 5065E Utility Tractor (49-53 PTO hp)	3	$ 24,708.00 ✓	26.00	$ 6,424.08	$ 18,283.92	$ 54,851.76
	Standard Options - Per Unit						
0409	English Operators Manual and Decal Kit	3	$ 0.00 ✓	26.00	$ 0.00	$ 0.00	$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	3	$ 2,160.00 ✓	26.00	$ 561.60	$ 1,598.40	$ 4,795.20
2050	Cab	3	$ 7,488.00 ✓	26.00	$ 1,946.88	$ 5,541.12	$ 16,623.36
3420	Dual Mid Valves with Joystick Control	3	$ 1,162.00 ✓	26.00	$ 302.12	$ 859.88	$ 2,579.64
4120	Telescopic Draft Links	3	$ 518.00 ✓	26.00	$ 134.68	$ 383.32	$ 1,149.96
5185	16.9-28 In. 6PR R1 Bias	3	$ 0.00 ✓	26.00	$ 0.00	$ 0.00	$ 0.00
6040	MFWD (4 Wheel Drive)	3	$ 5,296.00 ✓	26.00	$ 1,376.96	$ 3,919.04	$ 11,757.12
6101	9.5-24 In. 6PR R1 Bias	3	$ 1,052.00 ✓	26.00	$ 273.52	$ 778.48	$ 2,335.44
	Standard Options Total		**$ 17,676.00**		**$ 4,595.76**	**$ 13,080.24**	**$ 39,240.72**
	Dealer Attachments/Non-Contract/Open Market						
LVB25728	Back up ALarm	3	$ 161.70 ✓	26.00	$ 42.04	$ 119.66	$ 358.98
LVB25889	Front Weight Support	3	$ 220.00	26.00	$ 57.20	$ 162.80	$ 488.40
LVB26096	Horn Kit	3	$ 51.70 ✓	26.00	$ 13.44	$ 38.26	$ 114.78
AL80127	Mirror Kit	3	$ 171.60 ✓	26.00	$ 44.62	$ 126.98	$ 380.94
AL80126	Mirror Kit	3	$ 171.60 ✓	26.00	$ 44.62	$ 126.98	$ 380.94
001	Non-Contract JD 100lbs Front Weights	18	$ 104.00	5.00	$ 5.20	$ 98.80	$ 1,778.40
003	Non-Contract JD Beacon Light Kit	3	$ 379.00	5.00	$ 18.95	$ 360.05	$ 1,080.15
002	Non-Contract JD Cab Radio Kit	3	$ 474.00	5.00	$ 23.70	$ 450.30	$ 1,350.90
	Dealer Attachments Total		**$ 1,733.60**		**$ 249.77**	**$ 1,483.83**	**$ 5,933.49**

JOHN DEERE

Selling Equipment

Quote Id: 11236565 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

Suggested Price					**$ 100,025.97**
Additional Discounts					
Multi-unit Discount	3		$ 423.84	$ -423.84	$ -1,271.52
Additional Discount Total			**$ 423.84**	**$ -423.84**	**$ -1,271.52**
Total Selling Price		**$ 44,117.60**	**$ 11,693.45**	**$ 32,424.15**	**$ 98,754.45**

JOHN DEERE MX7 Lift-Type Rotary Cutter - 540 RPM PTO

Contract: TASB_447-14
Price Effective Date: November 24, 2014

Suggested List *
$ 4,884.00
Selling Price *
$ 3,609.10

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2154P	MX7 Lift-Type Rotary Cutter - 540 RPM PTO	3	$ 4,326.00 ✓	26.00	$ 1,124.76	$ 3,201.24	$ 9,603.72
Standard Options - Per Unit							
9010	Dual Tailwheel Support, Hub and Wheel	3	$ 359.00 ✓	26.00	$ 93.34	$ 265.66	$ 796.98
	Standard Options Total		**$ 359.00**		**$ 93.34**	**$ 265.66**	**$ 796.98**
Dealer Attachments/Non-Contract/Open Market							
001	Non-Contract 3pt Pin Kit	3	$ 199.00	5.00	$ 9.95	$ 189.05	$ 567.15
	Dealer Attachments Total		**$ 199.00**		**$ 9.95**	**$ 189.05**	**$ 567.15**
	Suggested Price						**$ 10,967.85**
Additional Discounts							
	Multi-unit Discount	3			$ 46.85	$ -46.85	$ -140.55
	Additional Discount Total				**$ 46.85**	**$ -46.85**	**$ -140.55**
Total Selling Price			**$ 4,884.00**		**$ 1,274.90**	**$ 3,609.10**	**$ 10,827.30**

(MY2015) 5065E Utility Tractor (49-53 PTO hp)

Equipment for Base Machine

ENGINE:
65 (48 kW) 97/68/EC Engine Horsepower @ 2100 RPM*
53 (39.0 kW) PTO Horsepower @ 2100 RPM* (Open Station)
49 (36.0 kW) PTO Horsepower @ 2100 RPM* (Cab)
3 Cylinder Turbocharged
John Deere PowerTech Diesel Engine
179 C.I.D. (2.9L)
EPA Final Tier 4 Compliant
Dry Type Air Cleaner with Safety Element
Underhood Muffler with Vertical Exhaust Stack
Anti-Freeze
Hand and Foot Throttles
Key Engine Shutoff
Fan Finger Guard
Heavy Duty Air Intake Pre-Heater
Fuel Cooler

TRANSMISSION: 9F/3R TSS
9F/3R SyncShuttle
  Synchronized Speed Shifts, Integrated Park Position
Right Hand Shifted Speeds
Left Hand Shifted Ranges
Differential Lock
Neutral Start Safety Switch

REAR AXLE:
Flanged Rear Axle
Planetary Final Drives

STEERING AND BRAKES:
Hydrostatic Power Steering
Hydraulically Actuated Wet Disk Brakes
Self-Equalizing and Self-Adjusting

HYDRAULICS:
Open Center Hydraulic System
Tandem Gear Pump 18.2 GPM (68.8 LPM)
Maximum Total Flow
  Steering Pump 6.8 GPM (25.7 LPM)
  Implement Pump 11.4 GPM (43.1 LPM)
One Rear Selective Control Valve

POWER TAKE-OFF SHAFT: 9x3 TSS Transmission
Independent "Live" 540 RPM Rear PTO Shaft
Operator Presence Safety Warning - PTO
Safety Start Switch
Flip Up PTO Shield

ROCKSHAFT, HITCH AND DRAWBAR:
Rear Rockshaft with Position Control,
Draft Control, and Adjustable Rate of Drop
3-Point (Category II) Hitch
with Sway Chains -
Convertible to Category I
Interchangeable Hitch Balls
Adjustable Drawbar

INSTRUMENTATION:
Electric Fuel Gauge
Tachometer/Hour Meter
Oil Pressure Indicator Light
Coolant Temperature Gauge
Alternator Indicator Light
Air Restriction Indicator Light
Turn Signal Indicator Light
High Beam Light
PTO Engagement Light
Digital Display - Hour Meter
ELECTRICAL: Open Station
12-Volt Electrical System
One Battery - 623 CCA** with
145 Minute Reserve Capacity
40 Amp Alternator

LIGHTS:
Two Front Halogen Headlights
Two Turn/Flashing Warning Lights
Two Tail Lights
One Rear Work Light (Open Station)

MISCELLANEOUS:
SMV Emblem
Tilt-Up Hood
Fender Mounted Toolbox

BASE MACHINE:
Open Station
2-Post Foldable Roll-Over Protective
  Structure (ROPS)
Deluxe Adjustable Vinyl Seat with
  Retractable Seat Belt
18 U.S. Gallon (68 L) Fuel Tank Capacity
Adjustable Front Axle (56-80 In.)
8-Position Steel Rear Wheels with
  Two Rear Tires 16.9-28 6PR (R1)
2-Position Steel Front Wheels with
  Two Front Tires 7.50-16 6PR (F2)

  * Manufacturer's Rating
** Cold Cranking Amps

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD ($)

Select One Code From Each Required Category

BASE MACHINE

1744LV	(MY2015) 5065E Utility Tractor (49-53 PTO hp)	24,708.00

OPERATORS MANUAL

0409	English Operators Manual and Decal Kit	In Base Price

(MY2015) 5065E Utility Tractor (49-53 PTO hp)

Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD ($)
		OPERATORS MANUAL ...Continued...	
0413		French Operators Manual and Decal Kit	Same Price
0437		Spanish Operators Manual and Decal Kit	Same Price
		TRANSMISSION	
1363		9F/3R SyncShuttle Transmission (TSS) *9F/3R Full Top Shaft Synchronized [TSS]* *Synchronized Speed Shifts* *Integrated Park Position* *Code 1363 with Code 2050 - Standard Cab is NOT available on 5065E (Base Code 1744LV) and 5075E (Base Code 1754LV)*	In Base Price
1381		12F/12R PowrReverser Transmission - 540/540E (PR) *Electrohydraulic (EH) Directional Reverser* *Wet Traction Clutch* *Wet PTO Clutch* *Neutral Start Safety Switch* *Electrohydraulic (EH) PTO engagement* *Economy-PTO/Standard PTO* *MFWD indicator light* *Digital hour meter indicator* *Digital ground speed indicator* *Digital PTO speed indicator* *Requires Code 6040 - MFWD.*	2,160.00
		OPERATOR STATION	
2000		Open Operator Station *Fixed Open Operator Station* *2 Post Foldable Roll-Over Protection Structure (ROPS)* *Beverage Holder* *Single Rear Work Light* *18 Gallon Fuel Tank*	In Base Price
2050		Cab *Left Side Door* *Air Conditioning* *Cup Holders* *Radio/CD Ready (Antenna Cable,Two Speakers, and Wiring Harness)* *Front Windshield Wiper* *Mechanical Suspension Seat* *21.6 Gallon Fuel Tank* *Requires Code 6040 MFWD.* *Requires Code 4120 Telescopic Draft Link.*	7,488.00
		MID SELECTIVE CONTROL VALVES	
3400		Less Mid Valves *Recommended for applications WITHOUT front loaders.* *Can later be upgraded for front loader and/or other hydraulic applications using field-installed attachments.* *Requires Code 6020 - 2WD.*	In Base Price
3420		Dual Mid Valves with Joystick Control *Recommended for applications WITH front loaders.* *Requires Code 6040 - MFWD.*	1,162.00

(MY2015) 5065E Utility Tractor (49-53 PTO hp)

Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD ($)
		DRAFT LINKS	
4115		Fixed Draft Links	In Base Price
4120		Telescopic Draft Links	518.00
		REAR WHEELS WITH TIRES (TWO)	
5103		22.5LL-16.1 In. 6PR R3 (Turf Special) Bias *Requires Code 6103.*	777.00
5113		21.5L-16.1 In. 6PR R3 Bias *Code 6020 requires Code 6103.* *Code 6040 requires Code 6171.*	-621.00
5184		16.9-24 In. 6PR R4 Bias *Code 6040 requires Code 6133.*	-362.00
5185		16.9-28 In. 6PR R1 Bias *Code 6020 requires Code 6102.* *Code 6040 requires Code 6101.*	In Base Price
		FRONT AXLE	
6020		2 Wheel Drive *Requires Code 1363.*	In Base Price
6040		MFWD (4 Wheel Drive) *Mechanical Engagement.* *Engagement Indicator Light on PowrReverser Transmission.* *Requires Code 3420.*	5,296.00
		FRONT WHEELS WITH TIRES (TWO)	
		FOR OPTION CODE 6020 (2WD):	
6102		7.50-16 In. 6PR F2 Bias *Requires Code 2000 - Open Operator Station.*	In Base Price
6103		27/12LL-15 In. 6PR Turf Special Bias *Requires Code 2000 - Open Operator Station.*	486.00
		FOR OPTION CODE 6040 (MFWD):	
6101		9.5-24 In. 6PR R1 Bias	1,052.00
6133		12.5/80-18 In. 6PR I3(R4 Type) Bias	728.00
6171		9.5-16 In. 6PR R3 Bias	396.00
		ATTACHMENTS FOR FIELD CONVERSION	

5065E Open Operator Station Utility Tractor (49-53 PTO hp)

Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD ($)
		ATTACHMENTS FOR FIELD CONVERSION ...Continued...	
	LVB25332	Canopy Mounting Bracket and Hardware Kit *Requires LVB25334 or LVB25785 Canopy Kit ordered separately.*	105.60
		Weights:	
	LVB25889	Weight, Front Support - 100 Lb. *Kit includes front weight support and mounting hardware.*	220.00
	R213907	Weight, Rear Wheel - 95 Lb. *Not compatible on wheels sized 24" or smaller. Maximum of 2 per wheel.*	222.20

(MY2015) 5065E Utility Tractor (49-53 PTO hp)

Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD ($)
		ATTACHMENTS FOR FIELD CONVERSION ...Continued...	
	BLV10431	Second Rear SCV with Detented Float and Lever Control *For 12x12 PR Open Station Tractors.*	805.20
		Lighting:	
	LVB25547	Auxiliary Rear Work Light Kit (1 Light) *Open Station Only.*	63.80
		Miscellaneous:	
	LVB25728	Backup Alarm Kit *Compatible with 5E 3-Cyl Cab tractors and PR Open Station Tractors.*	161.70
	LVB25727	PowrReverser Modulation Control Kit	147.40
	LVB25926	Single Horn Kit *OOS tractors only*	51.70
	LVB26096	Single Horn Kit *CAB tractors only*	51.70
		Operator Environment:	
	SJ10170	Antenna *Cab only*	See Parts
	AH104259	Ash Tray *Cab only.*	See Parts
	LVB25785	Canopy - Deluxe *Requires LVB25332 Canopy Mounting Bracket and Hardware Kit ordered separately.Open Station Tractors Only.*	961.40
	LVB25334	Canopy - Standard *Requires LVB25332 Canopy Mounting Bracket and Hardware Kit ordered separately. Open Station Tractors Only.*	583.00
	LVB25332	Canopy Mounting Bracket and Hardware Kit *Requires LVB25334 or LVB25785 Canopy Kit ordered separately. Open Station Tractors Only.*	105.60
	AR60937	Cigarette Lighter *Cab only.*	See Parts
	RE244177	Kit, Rear View Mirror Mounting Kit *Cab only. Requires AL80127 and/or AL80126Kit contains support plates and hardware for one rear view mirror.*	See Parts
	AL80126	Mirror, Telescopic, LH, Manually Adjustable *Cab only.*	171.60
	AL80127	Mirror, Telescopic, RH, Manually Adjustable *Cab only.*	171.60
	BLV10350	Right Hand Door *Cab Only*	291.50

MX7 Lift-Type Rotary Cutter - 540 RPM PTO

Equipment for Base Machine

Smooth, Easy Clean, Top Deck
Deck Thickness:
  Upper Deck - 9/64" (3.5 mm)
  Lower Deck - 9/64" (3.5 mm)
  Total - 9/32" (7.0mm)
One Gearcase, Power Rating:
  75 HP (56 kW) Continuous
  100 HP (74.5 kW) Peak
2 In. Brush Cutting Capacity
Slip Clutch Protection
Unibody Frame:
  8.5 In. (216mm) Body Depth
  1/4 In. (6.0mm) Skirt Thickness
Cutting Width: 84 In. (2.13m)
Transport Width: 88 In. (2.24m)
Cutting Height: 1 to 9.5 In. (25 - 241mm)
Blade Tip Speed: 16182 ft/min (82.2 m/s)
Hitch:
  Integral Hitch (Cat. II and IIIN 3-Point Hitch with or without Quick Coupler)
Weld on Full Length Wear Shoes - Replaceable
Driveline:
  Standard Driveline (Cat. 4) - 540 RPM PTO
Round Pan Bladeholder (Stump Jumper)
Suction Blades (1/2 In. x 4 In.)
One Wheel Support (Swiveling, Height Adjustable)
One Puncture Proof Laminated Tire
Front Safety Shield - Chain
Rear Safety Shield - Chain
Minimum Recommended Tractor PTO HP:
  40 HP; 4 cyl. 5000 Series or equivalent

Front and rear safety shields reduce the risk of thrown objects which could be hazardous. The base rotary cutter complies with the Industrial Mower Safety Standard SAE J232.

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD ($)
		Select One Code From Each Required Category	
		BASE MACHINE	
		EX-WORKS Laredo, Texas; Martinez,Georgia; Waterloo, Iowa; Frisco, Texas; Grimsby, Ontario	
2154P		MX7 Lift-Type Rotary Cutter - 540 RPM PTO *Order Code 9020 for Quick Coupler Compatibility.* *Serial Number P00MX7C017500 and above.*	4,326.00
		ATTACHMENTS - ORDER AS DESIRED	
		Miscellaneous:	
9020		iMatch / Quik-Coupler Bushing Kit	86.00
9099		French Operator's Manual and Decal Kit	No Charge
9100		Spanish Operator's Manual and Decal Kit	No Charge
9200		Australia-New Zealeand homologation kit *Mandatory for AU and New Zealand orders. Includes blade bushing, rubber guards and extra safety hardware.*	75.00
		Wheels and Tires:	
9010		Dual Tailwheel Support, Hub and Wheel *Includes the following components:* *1 AW30473 -dual tail wheel support and hub* *1 AW30715 -4X8 Bolt Wheel Hub- Puncture Proof Laminated Tire.*	359.00
		ATTACHMENTS FOR FIELD CONVERSION	

AI-49422 **Purchasing Department** **23. A. 2.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Erika Zamora, COMM. PCT. #2

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of the construction contract documents for Hidalgo County Precinct No. 2: "Equipment and Maintenance Facility -Parking Lot and Access Road" (CC award action AI-49117, 03/31/15) to 2GS, LLC, in the total amount of $671,777.85, for Contract # C-15-085-03-31 reviewed and approved as to form by Legal Counsel.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1342-431-00-122-053-0-740

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-49486 & 49458.

FISCAL YEAR: 2015 **ACCT. #:** 5-1303-431-00-122-053-0-740

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-49455.

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-053-0-740

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-49455.

Attachments

Agenda for Acceptance of Bid from 2GS LLC -Pct 2 E&M Fac Parking Lot and Access Rd

Contract with 2GS LLC-Pct2 E&M Fac PrkgLot & Access Rd

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/23/2015 04:57 PM

Budget & Management	Veronica Ortiz	04/23/2015 05:07 PM
Glinda Pacheco	Glinda Pacheco	04/24/2015 04:58 PM
Auditor's Office	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Moises Salazar Started On: 04/22/2015 03:00 PM

Final Approval Date: 04/24/2015

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2, EDUARDO 'EDDIE' CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

F. **HIDTA**

1. **AI-49119** A) Approve the termination of monitoring services agreement with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms (CC action 03/11/14-AI#43438) as an upgrade/replacement of Control Panel is necessary as the DMP Control Panels not working and thus seriously affecting the proper function of the security system; and

On motion by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 -Unanimously
B) Approval to enter into a twenty-four (24) months [and not as document attached indicates] commercial alarm monitoring services agreement with execution of agreement with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms at a monthly fee of $35.00 through submitted requisition #274194 effective 04-01-2015 and subject to execution of the document reflecting the months approved by CC.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

G. **Facilities Management**

1. **AI-49100** Requesting approval to purchase two (2) Ford F-150 Extended Cab through the County's membership/participation with Houston Galveston Area Council (H-GAC) awarded vendor, Silisbee Ford (Contract #VE11-13) in the total amount of **$38,451.60** which includes delivery and a one time administration fee.

On motion by COMMISSIONER, PCT. 2, EDUARDO 'EDDIE' CANTU, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

2. **AI-49082** Requesting approval to purchase the following vehicles through the County's membership/paritipcation with Houston Galveston Area Council (H-GAC) awarded vendor, Caldwell Country Chevrolet (Contract #VE11-13) in the total amount of **$65,467.00** which includes delivery and a one time administration fee.

Qty	Description	Amount
1	2015 Chevrolet Colorado	$21,657.00
2	2015 Chevrolet City Express Cargo Van	$43,210.00
	One Time HGAC Fee	$ 600.00
	TOTAL AMOUNT	**$65,467.00**

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2, EDUARDO 'EDDIE' CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

H. **Pct. 2**

1. **AI-49117** A. Recommendation by project engineer Raul Sesin, P.E., to award to the responsible vendor submitting the lowest and bestbid and meeting all specification to 2GS, LLC, in the total amount of $671,777.85 for project -Hidalgo County Precinct No. 2 -"Equipment and Maintenance Facility Parking Lot & Access Road -RFB No. 2015-085-03-25-MSS.";

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval subject to funding.

Vote: 3 - 0 - Unanimously

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee (Armando Garza unless otherwise voiced by Commissioner) to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

2. AI-49091 Requesting approval to purchase the following vehicles through the County's membership/participation with H-GAC awarded vendor, Caldwell Country Chevrolet (Contract VE11-13) in the total amount of **$115,657.00** which includes a delivery and a one time administration fee.

Qty	Description	Amount
1	2015 Chevrolet 3500HD Silverado 4x4 Crewcab	$35,298.00
2	2015 Chevrolet 1500 Silvrado Crewcab	$51,508.00
1	2015 Chevrolet 1500 Silverado Crewcab 4x4 SB	$28,251.00
	One Time HGAC Administration Fee	$ 600.00
	TOTAL AMOUNT	**$115,657.00**

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2, EDUARDO 'EDDIE' CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

I. Pct. 3

1. AI-49083 Requesting authorization and approval to purchase Five (5) New or Newer 2015 Ford F-150 Extended Cab PU through the County's membership/participation with Buyboard's awarded vendor, Silsbee Ford Inc. (Contract #430-13) in the amount of **$100,728.00** which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-129-OGG)

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

The Court proceeded to Item 24.K.

J. Pct. 4

1. AI-49058 A. Acceptance and approval to execute the final form of a Professional Engineering Agreement with **L&G Engineering**, for: **"Job Specific" Project: FM 1925 (from 1,500 ft. West of 10th Street to McColl Road)** within **Hidalgo County Precinct No. 4**, and as (approved by CC for negotiations on CC 03/03/15);

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Acceptance and approval of **Work Authorization No. 1** (with an estimated cost of **$ 428,840.00**) as submitted by project engineer, **L&G Engineering** for engineering services for: **"Job Specific" Project: FM 1925 (from 1,500 ft. West of 10th Street to McColl Road)** within **Hidalgo County Precinct No. 4**, under agreement**# C-15-110-03-31.**

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 -Unanimously

Commissioner Joseph Palacios noted that this project is an extension of 10th Street from Monte Cristo to McColl; a partnership with the City of Edinburg, Hidalgo County, and TxDOT.

C. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a "professional engineering services";

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

D. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Engineering Firms in connection to Professional Engineering Services for: **"On Call" "Buildings Repairs, Renovations, Alterations, Additions and/or Other related Services to County Owned Buildings"** located within **Hidalgo County Precinct No. 4;**

ENGINEERING FIRMS:

Totals	Halff Associates, Inc.	Joyce-Cook, Inc.	R.O. Engineering, PLLC

FORMS OF SPECIFICATIONS, CONTRACT, BONDS AND BID PROPOSALS

FOR

HIDALGO COUNTY PRECINCT NO. 2
EQUIPMENT AND MAINTENANCE FACILITY – PARKING LOT AND ACCESS ROAD

CONTRACT NO.: C-15-085-03-31



PREPARED BY:

RAUL E. SESIN, P.E., PROJECT ENGINEER
HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25th STREET
EDINBURG, TEXAS 78539

PE
4/15/15

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 2 with sealed bids for: "Equipment and Maintenance Facility – Parking Lot and Access Road."

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of Hidalgo County Planning Department, 1304 S. 25th St., Edinburg, TX 78539 Phone No. **(956) 318-2842.**

PRE-BID CONFERENCE is scheduled for **MARCH 16, 2015 @ 3:00 P.M.,** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No.: 2015-085-03-25-MSS – Hidalgo County Precinct No. 2 – "Equipment and Maintenance Facility – Parking Lot and Access Road"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until 3:00 PM on Wednesday, March 25, 2015 at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 03rd day of March, 2015.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

Hidalgo County Precinct No. 2
Equipment and Maintenance Facility – Parking Lot and Access Road
Bid No.: 2015-085-03-25-MSS

TABLE OF CONTENTS

1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Statement of Credentials
5) Information for Bidders
6) Bid Form
7) Bid Bond
8) Contract
9) Non Collusion
10) Payment Bond
11) Performance Bond
12) **Exhibit C** -Insurance Requirements
13) General Conditions of the Agreement
14) Title 29 Labor
15) Standard General Condition of Construction Contract
16) Supplemental General Condition
    Exhibit A General Notes
    a. Technical Specifications
17) **Exhibit B**
    a. Debarment
    b. W-9
    c. Bidder/Vendor Application
    d. Conflict of Interest Memo
    e. Conflict of Interest Form
    f. Sales Tax and Local Sales Tax Certificate
18) **Exhibit D Border Wage Rates**
    a. Government code Ch 2258
    b. Prevailing Wage Rate
    c. Davis Bacon
19) **Exhibit E**
    a. Change Order
    b. Payment of Application
    c. Estimate Quantity Update
    d. Schedule of Values
    e. Contract Time Statement
    f. List of Suppliers
    g. Partial Release of Lien
    h. Contractor's Affidavit of Payment of Debts and Claims
    i. Prevailing Wage Rates Certificate Statement
    j. Certificate of Construction Completion
    k. Contractor's Affidavit of Release of Liens
    l. Quantity Work Sheet
20) Geotechnical Report
21) Construction Identification Sign

REQUEST FOR
SEALED BIDS (RFB)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following Construction Project:

Request for Sealed Bids (RFB)	**2015-085-03-25-MSS**	**-HIDALGO COUNTY PRECINCT NO. 2-** **"Equipment and Maintenance Facility – Parking Lot and Access Road."**

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: **Hidalgo County Planning Department,** Raul Sesin, P.E., 1304 S. 25th St., Edinburg, TX 78539, Ph. (956) 318-2842.

PRE-BID CONFERENCE is scheduled for **Monday, March 16, 2015 at 3:00 P.M.** at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM-2802 S. Business Hwy 281, Edinburg, TX 78539

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $100,000.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 p.m. on Wednesday, March 25, 2015** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the most current federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

Typed-written RFI's shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by March 18, 2015. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 05th day of March, 2014.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT NO. 2

"Equipment and Maintenance Facility – Parking Lot and Access Road

RFB NO: 2015-085-03-25-MSS

Acceptance Date: **March 25, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 2 – EQUIPMENT AND MAINTENANCE FACILITY – PARKING LOT AND ACCESS ROAD"** 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-2015-085-03-25-MSS - HIDALGO COUNTY PRECINCT NO. 2 - EQUIPMENT AND MAINTENANCE FACILITY – PARKING LOT AND ACCESS ROAD."** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, MARCH 25, 2015.**

   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 – 2015-085-03-25-MSS - HIDALGO COUNTY PRECINCT NO. 2 – EQUIPMENT AND MAINTENANCE FACILITY – PARKING LOT AND ACCESS ROAD".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project engineer: Raul Sesin, P.E., Hidalgo County Planning Department to the attention of, *Nora D Cavazos at nora.cavazos@hchd.org* . Please call 956-318-2840 to confirm receipt RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by March 18, 2015. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

   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 - **BID- 2015-085-03-25-MSS - HIDALGO COUNTY PRECINCT NO. 2 -" EQUIPMENT AND MAINTENANCE FACILITY – PARKING LOT AND ACCESS ROAD"** 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:

Carlos Jasso, Accountant IV
Hidalgo County Precinct No. 2
300 W. Hall Acres Rd.
Pharr, Texas 78577
(956) 787-1891

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**March 16, 2015**
Bid Opening,	**3:00 PM**	**March 25, 2015**
Award of Contract		**_____, 2015**
Commence Work or Deliver Products		**_____, 2015**

HIDALGO COUNTY APPROVED HOLIDAYS

2015 YEAR	
New Year's Day	01/01/15
Martin Luther King Day	01/19/15
President's Day	02/16/15
Good Friday	04/03/15
Memorial Day	05/15/15
Independence Day	07/03/15
Labor Day	09/07/15
Columbus Day	10/12/15
Veteran's Day	11/11/15
Thanks Giving Day	11/26/15 and 11/27/15
Christmas Day	12/24/15 and 12/25/15

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 $100,000.

. 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.

- NOTICE:
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the Bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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. 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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.

BIDDERS ACKNOWLEDGEMENT
Bid
for
HIDALGO COUNTY PRECINCT NO. 2

"EQUIPMENT AND MAINTENANCE FACILITY – PARKING LOT AND ACCESS ROAD"
BID NO.: 2015-085-03-25-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 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 Table of Contents 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: 2GS, LLC
Address: P.O. Box 595, Peñitas, Texas 78576
By: _____
Printed Name: Humberto Garcia Jr.
Title: Member

(THIS PAGE MUST BE SUBMITTED WITH BID PACKET)

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: 2GS, LLC

Address: P.O. Box 595

Peñitas, Texas 78576

Date Organized: January 20, 2012 Date Incorporated: January 20, 2012

Office Number: 956-424-3414 Fax Number: 956-683-6149

Number of years in business under present name: 3 years

Type of work performed by your company: Paving and Underground Civil Utility Infrastructure

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: La Joya ISD

Address: 201 E. Expessway 83, La Joya, Texas 78560

Ph/Fx Number: (956) 580-8868 Email: d.garza9@lajoyaisd.net

Scope of Work Description: Paving & Drainage Imp for elementary schools

Date Completed: January 2014 Total Cost: $ 687,000

****

2. Owner: Mission CISD

Address: 520 South Holland Ave., Mission, Texas 78572

Ph/Fx Number: (956) 323-8960 Email: rriver49@mcisd.org

Scope of Work Description: Water, Storm & Paving Improvements

Date Completed: November 2014 Total Cost: $ 762,776

****

3. Owner: Hidalgo County Pct. #2

Address: 1304 S. 25th Street, Edinburg, Texas 78539

Ph/Fx Number: 956-318-2626 Email: raul.sesin@co.hidalgo.tx.us

Scope of Work Description: Little Mexico Subd. and S. Tower Estates Paving Improvements & Drainage Improvements

Date Completed: October 2013 Total Cost: $468,569

****

4. Owner: Hidalgo County Pct.#2

Address: 1304 S. 25th Street, Edinburg, Texas 78539

Ph/Fx Number: 956-318-2626 Email: raul.sesin@co.hidalgo.tx.us

Scope of Work Description: McColl Road Overlay & Curb & Gutter Improvements

Date Completed: August 2013 Total Cost: $408,758

****

5. Owner: City of San Juan

Address: 709 South Nebraska, San Juan, Texas 78589

Ph/Fx Number: (956) 702-6408 Email: ronnie@cruzhogan.net

Scope of Work Description: Street Reconstruction & Drainage Improvements

Date Completed: October 2014 Total Cost: $863,094

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

Hidalgo County Pct.#1 - Sioux Road Paving & Drainage - $ 740,819

Mission CISD - Elementary Schools Tracks Improvements - $811,900

Domain Development - Camden Village Subdivision - $654,799

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

   None

6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this 25th day of MARCH, 2015.

2GS, LLC

By _____

Title Member

Subscribed and sworn to me this 25th day of MARCH, 2015.

By: Jose L. Saenz

Notary Public in and for Hidalgo County, Texas

My commission expires Nov. 12, 2015

JOSE L. SAENZ
My Commission Expires
November 12, 2015

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 2 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, March 25, 2015 at 3:00 p.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 2.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder and/or contractor, concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,
b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the

closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s):
Project Name: **Hidalgo County Precinct No. 2 – Equipment and Maintenance Facility – Parking Lot and Access Road.**
Project Number: **2015-085-03-25-MSS**

Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

6. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

7. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **90** **consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

9. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

10. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing via e-mail to moises.salazar@co.hidalgo.tx.us or via fax to (956) 292-7612 addressed to Martha L. Salazar, Purchasing Agent, 2802 S. Business Hwy. 281, Edinburg, TX 78539 attn: Moises Salazar, Buyer and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

11. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

12. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

14. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

16. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

17. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

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 serves 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 at no increase in the Contractors price and all such repairs shall 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, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the 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 and 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 the Engineer in writing of his claim for such extra compensation before he 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 the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID TAB
HIDALGO COUNTY PRECINCT No. 2
PROJECT No. 2015-085-03-25-MSS
HIDALGO COUNTY PRECINCT No. 2 EQUIPMENT AND MAINTENANCE FACILITY PARKING LOT & ACCESS ROAD
ESTIMATOR: RAUL E. SESIN PE., CFM DATE:2-26-15

SAMPLE

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price in Words	Unit Price in Figures	Total Extension in Figures
1	34.33	STA	PREPARING ROW	THREE HUNDRED Dollars FIFTY Cents	$300.50	$6,271.44

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price in Words	Unit Price in Figures	Total Extension in Figures
			ACCESS ROAD & HEAVY DUTY EQUIPMENT PARKING AREA			
1	8,987	SY	2.5" HMAC TYPE "D" (LIMESTONE)	thirteen Dollars fifty Cents	13.50	$ 121,324.50
2	8,987	SY	PRIME COAT (MC-30) (1798 GAL)	five Dollars zero Cents	5.00	$ 44,935.00
3	9,495	SY	10" COMPACTED CALICHE BASE	eight Dollars seventy Cents	8.70	$ 82,606.50
4	9,495	SY	PROCESS, PREPARE & STABILIZE (5% LIME) EXISTING SOIL TO ACHIEVE PROPOSED 10" COMPACTED SUB-GRADE	six Dollars thirty-five Cents	6.35	$ 60,293.25
5	196	SY	6" CONCRETE APRON	forty-five Dollars zero Cents	45.00	$ 8,820.00
6	1	LS	TRAFFIC CONTROL	two thousand Dollars zero Cents	2,000.00	$ 2,000.00
			HEAVY DUTY PARKING AREA			
7	4,501	SY	2.5" HMAC TYPE "D" (LIMESTONE)	thirteen Dollars fifty Cents	13.50	$ 60,763.50
8	4,501	SY	PRIME COAT (MC-30) (901 GAL)	five Dollars zero Cents	5.00	$ 22,505.00
9	4,501	SY	EXCAVATE, STOCKPILE, REPLACE & STABILIZE (2% LIME) EXISTING CALICHE TO ACHIEVE PROPOSED 10" COMPACTED CALICHE BASE	four Dollars sixty Cents	4.60	$ 20,704.60
10	4,501	SY	PROCESS, PREPARE & STABILIZE (5% LIME) EXISTING SOIL TO ACHIEVE PROPOSED 8" COMPACTED SUB-GRADE	five Dollars fifty Cents	5.50	$ 24,755.50
			LIGHT DUTY PARKING AREA			
11	8,714	SY	1.5" HMAC TYPE "D" (LIMESTONE)	nine Dollars fifteen Cents	9.15	$ 79,733.10
12	8,714	SY	PRIME COAT (MC-30) (1743 GAL)	five Dollars zero Cents	5.00	$ 43,570.00
13	8,714	SY	EXCAVATE, STOCKPILE, REPLACE & STABILIZE (2% LIME) EXISTING CALICHE TO ACHIEVE PROPOSED 8" COMPACTED CALICHE BASE	four Dollars thirty Cents	4.30	$ 37,470.20
14	8,714	SY	PROCESS, PREPARE & STABILIZE (5% LIME) EXISTING SOIL TO ACHIEVE PROPOSED 6" COMPACTED SUB-GRADE	four Dollars eighty Cents	4.80	$ 41,827.20
15	322	LF	5' CONCRETE VALLEY GUTTER	twenty-eight Dollars zero Cents	28.00	$ 9,016.00
16	439	LF	TYPE "A" CURB & GUTTER	ten Dollars fifty Cents	10.50	$ 4,609.50
17	227	LF	REMOVE CURB & GUTTER	fifteen Dollars zero Cents	15.00	$ 3,405.00
18	5	EA	15' X 5' CONCRETE SPILLWAY	two hundred fifty Dollars zero Cents	250.00	$ 1,250.00
19	1	EA	15' X 3' CONCRETE SPILLWAY	two hundred Dollars zero Cents	200.00	$ 200.00
20	51	LF	18" RUBBER GASKET REINFORCED CONCRETE PIPE	thirty-nine Dollars zero Cents	39.00	$ 1,989.00
			BASE BID PRICE IN WORDS		BID IN FIGURES	
			six hundred seventy-one thousand seven hundred seventy-seven Dollars eight-five Cents		$	671,777.85

TOTAL BID PRICE IN WORDS (BASE BID)	BID IN FIGURES
six hundred seventy-one thousand seven hundred seventy-seven Dollars eight-five Cents	$ 671,777.85

OPENED
3/25/15
3:01 pm
Witnessed

LF - LINEAR FEET
EA- EACH
SY- SQUARE YARD(S)
LS- LUMP SUM

PHONE NUMBER: (956) 424-3414
AUTHORIZED SIGNATURE:
PRINTED NAME: Humberto Garcia Jr.
TITLE: Member

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 90 calendar days.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ _____ Dollars (_____) or a Bid Bond in the Sum of 5% of Amount Bid _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

Respectfully submitted,

2GS, LLC
Name of Firm

By: _____ 03/25/2015
Signature Date

Member
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

P.O. Box 595, Peñitas, Texas 78576
Address

(956) 424-3414
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

OPENED 3/25/15 3:01pm Witnessed

BID BOND

THE STATE OF)
) ss. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF)

That we, 2GS, LLC, of the City of Penitas, County of Hidalgo, and State of Texas (hereinafter called "Principal") as Principal, and Hartford Fire Insurance Company (hereinafter called the Surety) as Surety, authorized under the laws of the State of Connecticut to act as surety on bonds for principals, are held and firmly bound unto Hidalgo County (hereinafter called the Owner) as obligee, in the sum of 5% Greatest Amount Bid ($ 5%) in lawful money of the United States for the payment of Principal and Surety, and bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal has, submitted a Bid Form (Proposal) to enter into a certain written agreement with Owner for Construction of Equipment and Maintenance Facility Parking Lot and Access Road hereinafter referred to as "Agreement."

NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the Bid Form (Proposal) of the the Principal and the Principal shall faithfully enter into agreement with Owner in accordance with the terms of such Bid, and give such Bonds as are specified in the Bidding or Contract Documents; or in the event of the failure of Principal to enter such Agreement and give such Bond or Bonds, if the Principal shall pay to Owner the difference not to exceed the sum hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS 25th day of March A.D. 2015.

PRINCIPAL: 2GS, LLC

Witness

By: Humberto Garcia

P.O. Box 595

Penitas TX 78576

Address

SURETY: Hartford Fire Insurance Company

Witness

By: Andy Alvarez

Attorney-In-Fact

P.O. Drawer 3783

McAllen, TX 78502

Address

956-787-8536

(Surety's Telephone Number)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 65-813646**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 25, 2015

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-15-085-03-31

This Agreement, entered into this **31st** day of **March**, **2015** by and between **Hidalgo County** (hereinafter called the "OWNER," and, **2GS, LLC** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

Hidalgo County Precinct No. 2 "Equipment and Maintenance Facility – Parking Lot and Access Road"

Hereinafter called the project, for the sum of **Six Hundred Seventy One Thousand Seven Hundred Seventy Seven Dollars and eight five cents ($671,777.85)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Technical Specifications, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by County of Hidalgo, Raul E. Sesin, P.E., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **90 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ **250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON;_____, 2015.

CONTRACTOR:_____
Print Name & Title: Humberto Garcia Jr - member
Name of Firm: 2GS, LLC
Address: P.O. Box 595 Penitas, Tx. 78576
Fed I.D. #/SS #: 45-4338911

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 20th day of April, 2015, by Humberto Garcia Jr, Member (Title) Of and on behalf of 2GS, LLC (A corporation)

JOSE L. SAENZ
My Commission Expires
November 12, 2015

Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY:_____

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Hidalgo)

Humberto Garcia Jr., being first duly sworn, deposes and says that:

(1) He is Member, of 2GS, LLC, 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 attached 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) _____

Member

(Title)

Subscribed and sworn to before me on this 25th

Day of MARCH 2015

_____

Notary Public

Title

NOTARY PUBLIC STATE OF TEXAS

JOSE L. SAENZ
My Commission Expires
November 12, 2015

Statutory Payment Bond Pursuant to Chapter 2253
Of The Texas Government Code
(Public Work)
(Penalty of this Bond must be 100% of Contract Amount)

Bond# 65BCSGY6855

KNOW ALL MEN BY THESE PRESENTS, That 2GS, LLC

hereinafter called the Principal), as Principal, and Hartford Fire Insurance Company

(hereinafter called the Surety), as Surety, are held and firmly bound unto

Hidalgo County

(hereinafter called the Obligee), in the amount of Six Hundred Seventy One Thousand Seven Hundred Seventy Seven and 85/100** Dollars ($ 671,777.85)

for the payment of whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 31st day of March , 2015 for

Hidalgo County Precinct No.2- Equipment and Maintenance Facility- Parking Lot and Access Road

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitation of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this day April 8th, 2015

of

Witness Jose Saenz

2GS, LLC

By: Humberto Garcia, Jr

Witness Phil Young

Hartford Fire Insurance Company

By: Andy Alvarez Attorney-In-Fact

Statutory Performance Bond Pursuant to Chapter 2253
Of The Texas Government Code
(Public Work)
(Penalty of this Bond must be 100% of Contract Amount) Bond# 65BCSGY6852

KNOW ALL MEN BY THESE PRESENTS, That 2GS, LLC

(hereinafter called the Principal), as Principal, and Hartford Fire Insurance Company

(hereinafter called Surety), as Surety, are held and firmly bound unto

Hidalgo County

(hereinafter called the Obligee), in the amount of Six Hundred Seventy One Thousand Seven Hundred Seventy Seven and 85/100**

Dollars ($ 671,777.85 **)**

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Hidalgo County Precinct No. 2- Equipment and Maintenance Facility- Parking Lot and Access Road

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

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of

Witness Jose Saenz

2GS, LLC

By: _____

Humberto Garcia, Jr.

Witness Phil Young

Hartford Fire Insurance Company

By: _____

Andy Alvarez , Attorney-In-Fact

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 65-813646

- [x] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
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- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 8, 2015

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

EXHIBIT "C"
Insurance Requirements

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Insurance Requirement Acknowledgment

I, Humberto Garcia Jr., authorized representative for 2GS, LLC,
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

March 25, 2015
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, Humberto Garcia Jr., possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: Bid Bond; Performance and Payment Bonds.
3. Certificates: HUB and TXDOT Certified.
4. Permits: _____.
5. Other: General Liability and Workers Compensation coverage.

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

March 25, 2015
Date

2GS, LLC
Company

P.O. Box 595
Address

Peñitas, Texas 78576
City, State, Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER	San Juan Insurance Agency, Inc DBA Valley Ins Providers OR Truckers Ins PO Drawer 3783 McAllen TX 78502
CONTACT NAME:	NORMA PEREZ
PHONE (A/C, No, Ext):	(956) 781-6663
FAX (A/C, No):	(956) 702-7556
E-MAIL ADDRESS:	nperez@vip-ins.net
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	Technology Insurance Co., Inc. 16691
INSURER B:	Technology Insurance Co., Inc.
INSURER C:	Great American Specialty E & S
INSURER D:	
INSURER E:	
INSURER F:	
INSURED	2GS, LLC PO BOX 595 Penitas TX 78576-

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	WPP124419300	02/21/2015	02/21/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	WPP124419300	02/21/2015	02/21/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 100,000 $ $ $
C	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XS3718448	04/10/2015	04/10/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	XS3718448	04/10/2015	04/10/2016	X PER STATUTE 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
B	Contractor's Equipment			WPP124419300	02/21/2015	02/21/2016	Limit Leased/Rented Deductible	483,777 250,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Hidalgo County Precinct No.2- Equipment and Maintenance Facility-Parking Lot and Access Road

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. Business Highway 281
EDINBURG TX 78539-

Fax: ( ) -

CANCELLATION

AI 004809

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

2GS, LLC
P.O. Box 595
Peñitas, Texas 78576

CONSTRUCTION EQUIPMENT SCHEDULE

PROJECT: Hidalgo County Precinct No.2
Equipment & Maintenance Facility – Parking Lot and Access Road

John Deere Motor Grader

John Deere Backhoe

(2) LiuGong Front-End Loaders

Smooth Drum Roller

Excavator

Water Truck

F350 Pick-Up Truck

Ph: (956) 424-3414 Fax: (956) 683-6149

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to County of Hidalgo, Raul E. Sesin, P.E.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*–Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*–The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*–The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*–A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*–The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*–Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*–Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*–All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*–An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*–The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*–A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*–All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*–Work to be paid for on the basis of unit prices.

48. *Work*–The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*–A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*–A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and Insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, Initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment In the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

c. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.c, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC-14.02.C.1 Replace "ten days" with "thirty days" to read as follows:

Thirty days after presentation of the application for payment to OWNER with ENGINEERS recommendation, the amount recommended will (subject to provisions of paragraph 14.02.D) become due, and when due will be paid by the OWNER to CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

General Notes

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT No. 2 AND HIDALGO COUNTY IRRIGATION DISTRICT No. 2.

2. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. BERT WESSLING WITH HIDALGO COUNTY IRRIGATION DISTRICT No. 2 (H.C.I.D. No. 2) @ (956) 787-1422, 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS).

4. THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.

5. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.

6. UTILITY LINES (WATER, ELECTRICAL, SANITARY AND STORM SEWER) ARE LOCATED WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL NOTIFY MR. ARMANDO POMPA WITH HIDALGO COUNTY PRECINCT No. 2 @ (956) 787-1981 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR SAID UTILITY SPOTTING.

7. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

8. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED. AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; ¾ PLYWOOD, WOOD PLANKING WITH O.S.H.A. ORANGE PLASTIC EXPANDED MESH BARRIER

AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.

9. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.

10. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN, CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.

11. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED. THE CONTRACTOR SHALL RESTORE RELOCATED OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION. SAID RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

12. THE CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHTS-OF-WAY OF THE CITY, COUNTY, OR STATE.

13. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).

14. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESSES IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO SAID SERVICES.

15. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.

16. PAVEMENT SURFACE PREPARATION FOR MARKINGS AND MARKERS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

17. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF PROPOSED FACILITIES AT ALL TIMES DURING CONSTRUCTION.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING THE PARKING AREA TO HAVE POSITIVE FLOW TO THE DRAINAGE SYSTEM.

19. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, UTILITY, IRRIGATION, SITE AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE, UTILITY AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

20. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.

21. THE CONTRACTOR SHALL INSURE A 6 IN. MINIMUM COVER FOR CULVERTS.

General Notes:
Hidalgo County Pct. 2
Equipment and Maintenance Facility
Parking Lot and Road Access

22. THE COUNTY WILL PROVIDE CONTROL POINTS (BENCHMARK AND PROPERTY CORNERS) FOR THE WORK TO BE PERFORMED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING, INCLUDING BUT NOT LIMITED TO HORIZONTAL & VERTICAL GRADE CUTS FOR BASE AND SUB GRADE FOR THE ROAD SECTION SHALL HAVE A MINIMUM CROSS SLOPE OF 3%. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EXCESS CALICHE TO THE BASE THAT WOULD REQUIRE MORE THAN 8" AND 10" OF CALICHE BASE DUE TO OVER EXAGGERATIONS OF THE BASE AND SUB-GRADE OR NOT PROVIDING ADEQUATE FILL TO MEET FINISH GRADE ELEVATIONS. CONTRACTOR SHALL PROVIDE MATERIAL AND LABOR FOR ALL CONCRETE WORK, (SIDE WALK, VALLEY GUTTER, CONCRETE SPILLWAYS, CONCRETE APRONS, AND CURB AND GUTTER).

23. ALL DEBRIS, VEGETATION AND SURPLUS MATERIAL, EXCEPT ROADWAY SECTION, RESULTING FROM DEMOLITION AND/OR CLEARING OF THE RIGHT-OF-WAY AND PROJECT LOCATION, IN PREPARATION OF PROPOSED IMPROVEMENTS, SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT No 2. THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY PRECINCT No 2. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.

24. THE CONTRACTOR SHALL COORDINATE AN ONSITE MEETING BETWEEN ALL PARTIES INVOLVED, PRIOR TO COMMENCING ANY STRIPING OPERATION. SAID MEETING WILL BE REQUIRED TO REVIEW STRIPING DETAILS AND ANY REQUIREMENTS TO ENSURE QUALITY WORK.

25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LIMITS OF WORK DEFINED IN THE PLANS. COORDINATION WITH HIDALGO COUNTY PRECINCT No. 2 AND THE BUILDING CONTRACTOR SHALL BE REQUIRED PRIOR TO FINALIZING THE WORK AREA WITHIN THE PROJECT LIMITS.

26. HOT MIX ASPHALT CONCRETE (HMAC), UNTREATED CALICHE BASE (NEW CALICHE MATERIAL), LIME TREATED CALICHE BASE, LIME TREATED SUB-

GRADE, ETC. SHALL MEET ALL REQUIREMENTS LISTED IN THE GEOTECHNICAL ENGINEERING REPORT (G.E.R.) PROVIDED.

27. THE LIGHT DUTY AND HEAVY DUTY PARKING AREAS HAVE EXISTING CALICHE MATERIAL THAT SHALL BE EXCAVATED AND STOCKPILED ON THE PROPERTY, SEPARATE FROM THE EXISTING SUB-GRADE, IN ORDER FOR THE SUB-GRADE TO BE PREPARED. AFTER THE SUB-GRADE IS STABILIZED, COMPACTED AND GRADED, THE CALICHE BASE WILL BE REPLACED, STABILIZED COMPACTED AND GRADED. STABILIZATION AND COMPACTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS NOTED IN THE G.E.R. THE SUB-GRADE AND CALICHE BASE MAY NEED TO BE REDISTRIBUTED AND GRADED TO ACHIEVE THE MINIMUM BASE THICKNESS, AS PER THE DETAIL AND G.E.R. REDISTRIBUTION, GRADING AND COMPACTING SHALL BE CONSIDERED SUBSIDIARY TO THE UNIT BID PRICES FOR THE PROCESS, PREPARATION AND STABILIZATION OF THE BASE AND SUB-GRADE.

Technical Specifications

TECHNICAL SPECIFICATIONS

ABBREVIATIONS AND DEFINITIONS ..... SECTION 00101

PRELIMINARY MATTERS ..... SECTION 00102

TESTING LABORATORY SERVICES ..... SECTION 00104

AVAILABILITY OF LANDS, PHYSICAL CONDITIONS & REFERENCE POINTS ..... SECTION 00105

SUSPENSION OF WORK AND TERMINATION ..... SECTION 00106

WORK BY OTHERS ..... SECTION 00107

CONTRACTOR'S RESPONSIBILITIES ..... SECTION 00108

SOILS AND SUBSURFACE INVESTIGATION ..... SECTION 00113

PREPARATION OF RIGHT OF WAY ..... SECTION 02101

CLEARING & GRUBBING ..... SECTION 02102

SUBGRADE PREPARATION ..... SECTION 02210

TRENCH EXCAVATION, BACKFILL & COMPACTION ..... SECTION 02221

EXCAVATION ..... SECTION 02230

REMOVAL OF CONCRETE ..... SECTION 02238

LIME STABILIZATION ..... SECTION 02240

FLEXIBLE BASE ..... SECTION 02601

PRIME COAT ..... SECTION 02610

HOT MIX ASPHALT CONCRETE PAVEMENT ..... SECTION 02612

CONCRETE CURB AND GUTTER AND VALLEY GUTTER ..... SECTION 02660

FLAT WHEEL ROLLING ..... SECTION 02780

PNEUMATIC TIRE ROLLING ..... SECTION 02782

PROOF ROLLING ..... SECTION 02786

CAST IN PLACE CONCRETE ..... SECTION 03300

CONCRETE ADMIXTURES..... SECTION 03320

REINFORCING STEEL..... SECTION 03330

CONSTRUCTION TRAFFIC CONTROL..... SECTION 09100

CONCRETE STRUCTURES.....SECTION ITEM 420

PORTLAND CEMENT CONCRETE .....SECTION ITEM 421

REINFORCED STEEL.....SECTION ITEM 440

REINFORCED CONCRETE PIPE .....SECTION ITEM 464

SECTION 00101

ABBREVIATIONS AND DEFINITIONS

PART 1 - ABBREVIATIONS

1.01 Wherever the following abbreviations or symbols are used, they are to be construed the same as the respective expressions represented:

AASHTO American Association of State Highway and Transportation Officials

AB ..... Aggregate Base
AC ..... Asphalt Concrete
ACB ..... Asphalt Concrete Institute
ACI ..... American Concrete Institute
ACP ..... Asbestos Cement Pipe
ACPA ..... American Concrete Pipe Association
AD ..... Assessment District
AGC ..... Associated General Contractors of America, Inc.
AIEE ..... American Institute of Electrical Engineers
AISC ..... American Institute of Steel Construction
ANSI ..... American National Standards Institute
APWA ..... American Public Work Association
AREA ..... American Railway Engineers Association
ASMI ..... American Society of Mechanical Engineers
ASCE ..... American Society of Civil Engineers
Asph ..... Asphalt
ASTM ..... American Society for Testing and Materials
AWG ..... American Wire Gage (Nonferrous Wire)
AWPA ..... American Wood Preservers Association
AWPI ..... American Wood Preservers Institute
AWS ..... American Welding Society
AWWA ..... American Water Works Association
BC ..... Beginning of Curb or Back of Curb
BCR ..... Beginning of Curve Return or Back of Curb Radius
BM ..... Bench Mark
BWG ..... Birmingham Wire Gage (Iron and Steel Wire)
CB ..... Catch Basin
C.C. or C/C ..... Center to Center
Cem. ..... Cement
CF ..... Curb Face
CI ..... Cast Iron
CIP ..... Cast-Iron Pipe
CIPP ..... Cast-in- Place Pipe
C.L. or CL ..... Center Line
CMP ..... Corrugated Metal Pipe
CMPA ..... Corrugated Metal Pipe Arch
CO ..... Clean Out
Col ..... Column

Conc.....Concrete
Const.....Construct
DF .....Douglas Fir
DG.....Decomposed Granite
DMH.....Drop Manhole
D/W.....Driveway
EC .....End of Curve
EL. or Elev.....Elevation
Ex. or Exist. .....Existing
F & C.....Frame and Cover
FH .....Fire Hydrant
FL.....Flow Line
Fl. El.....Floor Elevation
FS .....Federal Specification of Finished Surface
FHWA .....Federal Highway Administration, Department of Transportation
Galv.....Galvanized
GL .....Ground Line
Gr. .....Grade
H .....Height or High
HC.....House Connection Sewer
Hor .....Horizontal
ID .....Inside Diameter
Inv. .....Invert
IP.....Iron Pipe
ITE .....Institute of Transportation Engineers
Lin. .....Liner
LL.....Liquid Limit
Long .....Longitudinal
Max. .....Maximum
MH .....Manhole
M .....Thousand
m .....meter or middle
Min. .....Minutes or Minimum
Mon. .....Monolithic or Monument
MTD .....Multiple Tile Duct
NEC .....National Electrical Code
NEMA.....National Electrical Manufacturers Association
NFPA .....National Fire Protection Association
NGS .....National Geodetic Survey
OC.....On Center
OD.....Outside Diameter
PC .....Point of Curvature
PCC .....Point of Compound Curve or Portland Cement Concrete
PI.....Point of Intersection or Plasticity Index
PL.....Property Line or Plastic Limit
PP .....Power Pole
ppm.....Parts per Million
PRC .....Point of Reverse Curve
Prop .....Proposed or Property
psf .....Point of Tangency

psi ..... Pavement
PT ..... Polyvinylchloride Pipe
Q ..... Rate of Flow
R ..... Radius
RC ..... Reinforced Concrete
RCP ..... Reinforced Concrete Pipe
Rdwy ..... Roadway
Ret.Wall ..... Retaining Wall
RGRCP ..... Rubber Gasket-Reinforced Concrete Pipe
s. ..... Slope
SAE ..... Society of Automotive Engineer
San. ..... Sanitary
SCCP ..... Steel Cylinder Concrete Pipe
SD ..... Storm Drain
Sdl ..... Saddle
Sect. ..... Section
Spec. ..... Specification
San. S ..... Sanitary Sewer
St. ..... Street
Sta. ..... Station
Std. ..... Standard
T ..... Tangent Distance
TH ..... Test Hole
THM ..... Trap Manhole
UL ..... Underwriters' Laboratories, Inc.
USA ..... United States of America Standards Institute, Inc.
V ..... Velocity
VC ..... Vertical Curve
VCP ..... Vitrified Clay Pipe
VCPI ..... Vertical Curve Point of Intersection
Vert. ..... Vertical
W.I. ..... Wrought Iron

1.02 All abbreviations and symbols used on plans for structural steel construction shall conform to those given in the Steel Construction Manual of the American Institute of Steel Construction.

PART 2 - DEFINITIONS

2.01 Agreement-- The written agreement which constitutes a contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement.

2.02 Application for Payment-- The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by paragraph 14.1 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment.

2.03 Bid-- The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

2.04 Bidder-- Any person, firm, or corporation submitting a Bid for the Work.

2.05 Bonds-- bid, performance, and payment bonds and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

2.06 Change Order-- A written order to CONTRACTOR signed by COUNTY authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

2.07 CITY -- A public body or authority or the contracting agency for whom the work is to be performed.

2.08 Contract Documents-- The Agreement, Addenda (whether issued prior to the opening of Bids of the execution of the Agreement), Instructions to Bidders, CONTRACTOR's Bid, the Bonds, the Certificate of Insurance, the Notice of Award, Notice to Proceed, these COUNTY of McAllen Standard Specifications, Plans and Drawings, and all Modifications.

2.09 Contract Price-- The total monies payable to CONTRACTOR under the Contract Documents.

2.10 Contract Time-- The number of days stated in the Agreement for the completion of the Work, computed of the Work, computed as provided in paragraph 17.2.

2.11 Contracting Agency-- (See COUNTY)

2.12 CONTRACTOR-- The person, firm, or corporation with whom OWNER has executed the Agreement.

2.13 Day-- A calendar day of twenty-four hours measured from midnight to the next midnight.

2.14 Drawings or Plans-- The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

2.15 ENGINEER-- The OWNER'S employee or agent responsible for the engineering design and construction inspection and supervision, acting directly or through duly authorized representatives.

2.16 Field Order-- A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or order minor changes in the Work in accordance with paragraph 10.2.

2.17 General Conditions -- Conditions which apply to all projects and which can be modified by Special conditions.

2.18 General Provisions-- A term having the same meaning as the term General Conditions.

2.19 Modification-- (a) A written amendment to the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by ENGINEER in accordance with paragraph 9.3, or (d) a written order for a minor change or alteration in the Work issued by ENGINEER pursuant to paragraph 10.2. A Modification may only be issued after execution of the Agreement.

2.20 Notice of Award-- The written notice by OWNER to the apparent successful Bidder stating that, upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

2.21 Notice to Proceed-- A written notice given by COUNTY to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

2.22 Project-- The entire construction to be performed as provided in the Contract Documents.

2.23 Reference Specifications, Test Methods, and Applicable Codes-- All standard specifications and test methods of any society, association, or organization herein referred to are hereby made a part of these Contract Documents the same as if written in full. (Any reference to a paragraph or subparagraph within a section shall include all general provisions of the section to which reference is made.) Reference to such standards refer to the latest publiqhed issues as of the date of publication issues as of the date of Invitation to Bid. Reference to local or state codes and laws shall mean the latest adopted and published codes as of the date of the Invitation to Bid.

2.24 Resident Project Representative-- The authorized representative of ENGINEER who is assigned to the Project site or any part thereof.

2.25 Service Connections-- Service Connections shall be construed to mean all or any portion of the pipe, conduit, cable, or duct which connects a utility main or distribution line to a building, home, residence, or property.

2.26 Shop Drawings-- All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work.

2.27 Special Conditions-- Conditions which are written for a specific project and which modify any section or paragraph of the General Conditions.

2.28 Specifications, also Technical Specifications-- Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work. When Section Items 400, 402, 403, 420, 421, 440, 462, 464 make reference to the following Item numbers 132, 360, 404, 420, 424, 426, 427, 431, 437, 438, 441, 446, 448, 50, 522, 524, 526, 575, the CONTRACTOR shall use Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets and Bridges Latest Edition for Specifications of the aforementioned Item Numbers.

2.29 Subcontractor-- An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

2.30 Substantial Completion-- The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.13.

2.31 Supplementary Specifications-- which are written to modify any section or paragraph of the Technical Specifications of this document.

2.32 Utility--Overhead or underground wires, pipe lines, conduits, ducts, or structures, operated and maintained in or across a public right-of-way or easement or private easement.

A. Public Utility--Owned and operated by a municipality or another political subdivision of the State.

B. Private Utility--Owned and operated by a private company or corporation.

2.33 Work-- Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

***** END OF SECTION *****

SECTION 00102

PRELIMINARY MATTERS

PART 1 - EXECUTION OF AGREEMENT:

1.01 At least four (4) counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to COUNTY within fifteen days of the Notice of Award; and COUNTY will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. COUNTY will identify those portions of the Contract Documents not so signed and such identification will be biding on all parties. COUNTY, CONTRACTOR, and Project ENGINEER shall receive and executed counterpart of the Contract Documents and additional conformed copies as required.

PART 2 - DELIVERY OF BONDS

2.01 When he delivers the executed Agreements to COUNTY, CONTRACTOR shall also deliver to OWNER such Bonds as he may be required to furnish in accordance with the contract documents.

PART 3 - CONTRACT DOCUMENTS

3.01 COUNTY shall furnish to CONTRACTOR up to three (3) copies, unless otherwise provided in the Special Conditions, of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished upon request at the cost of reproduction.

PART 4 - CONTRACTOR'S ACKNOWLEDGMENT

4.01 CONTRACTOR represents that he has familiarized himself with and assumes full responsibility for having familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, Work, locality, and will all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the Work and represents that he has correlated his study and observations with the requirement of the Contract Documents.

4.02 CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

PART 5 - COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

5.01 The Contract Time will commence to run on the thirteenth day after the day on which the executed Agreement is delivered by COUNTY to CONTRACTOR or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later that the nineteenth day after the day on which COUNTY delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty days after the day on which COUNTY delivers the executed Agreement to CONTRACTOR.

PART 6 - PRE-COMMENCEMENT ACTIVITIES

6.01 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract documents and check and verify pertinent figures shows thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to ENGINEER for his failure to discover any conflict, error, or discrepancy in the Drawings of Specifications.

6.02 Within ten days after delivery of the executed Agreement by COUNTY to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a preliminary schedule of Shop Drawing submissions.

6.03 Before starting the work at the site, CONTRACTOR shall furnish ENGINEER certificates of insurance as required in the Contract Documents. Within twenty days after delivery of the executed Agreement by COUNTY to CONTRACTOR, but before starting the Work at the site, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be ENGINEER, Project Engineer, Project Inspector, CONTRACTOR and his Superintendent.

PART 7 - COMMENCEMENT

7.01 CONTRACTOR shall tart to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract time commences to run.

*** * * END OF SECTION * * ***

SECTION 00104

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 The Contractor shall be responsible for providing materials which meet the requirements indicated. For manufactured materials such as reinforcing steel, expansion joint materials, concrete pipe, cement, miscellaneous steel, cast iron materials, etc., the CONTRACTOR will be required to furnish a manufacturer's certificate that the material meets the requirements specified for this project.

1.02 The COUNTY shall monitor all materials incorporated into the project and their placement by testing at the COUNTY's expense. The COUNTY does not guarantee the accuracy or validity of the data nor does the COUNTY assume any responsibility for the CONTRACTOR'S interpretation of the data. Materials or work which do not meet the specifications shall be removed or modified.

1.03 All retesting for work rejected on the basis of the initial test results will be at the expense of the CONTRACTOR and the extent of the retesting shall be determined by the ENGINEER. The ENGINEER may require additional testing for failing tests and may require two passing retests acceptance will be made by the COUNTY.

1.04 The testing laboratory will be designated by the ENGINEER and shall perform all work in a professional manner and conform to the requirement of ASTM E 329.

1.05 Inspection, sampling and testing requirements, where applicable, are set forth in, but not necessarily limited to, the following Sections:

Section XXX Earthwork - Excavating, Backfilling and Compacting:

	Compaction Control and Testing.
Section	Sub-grade and Base Construction.
Section	Street Surface Courses.
Section	Concrete and Structures.
Section	Underground Piped Utilities.
Section	Incidental Construction.
Section	Soil Treatment, Termite Control.
Section	Pile Driving, Load Tests.
Section	Metal Fastening: Welding and Bolting.
Section	Structural Metal Framing.

PART 2 - LABORATORY DUTIES AND LIMITS OF AUTHORITY

2.01 Cooperate with ENGINEER and CONTRACTOR: provide qualified personnel as required promptly on notice.

2.02 Acquaint ENGINEER'S personnel with testing procedures and with all special conditions encountered at the site.

2.03 Perform specified inspections sampling and testing of materials and construction methods:

A. Comply with specified standards, ASTM and other recognized authorities.
B. Ascertain compliance with contract requirements.

2.04 Promptly notify the ENGINEER of irregularities or deficiencies of work which are observed during performance of services.

2.05 Promptly submit 3 copies of reports of observations and tests to the ENGINEER including but not limited to:

2.06 Perform additional services ordered by the ENGINEER.

2.07 Laboratory is not authorized to:
A. Release, revoke, alter or enlarge on contract requirements.
B. Approve or accept any portion of work.
C. Perform any duties of the CONTRACTOR.

PART 3 - CONTRACTOR'S RESPONSIBILITIES

3.01 Furnish product mix design together with the applicable design work sheets and data to meet or exceed contract requirements.

3.02 Cooperate with COUNTY's laboratory personnel, provide access to the work or to the manufacturer's operations.

3.03 Provide to laboratory preliminary representative samples of materials to be tested in specified quantities.

3.04 Furnish copies of mill test reports.

3.05 Furnish verification of compliance with contract requirements for materials and equipment.

3.06 Furnish casual labor and facilities:
A. To provide access to work to be tested.
B. To obtain and handle samples at site.
C. To facilitate inspections and tests.
D. For laboratory's exclusive use for storage and curing of test samples.

3.07 Notify ENGINEER 24 hours in advance of operations to allow for the assignment of personnel.

3.08 Notify laboratory 24 hours in advance of operations to allow for the assignment of personnel.

3.09 Correct work which is defective or which fails to conform to the Contract Documents. Corrective work shall not delay the project or the work of other CONTRACTORS.

3.10 Pay all costs of retesting when test results indicate non-compliance with contract requirements.

3.11 Patch all surfaces and areas disturbed by testing operation.

*** * * END OF SECTION * * ***

SECTION 00105

AVAILABILITY OF LAND, PHYSICAL CONDITIONS AND REFERENCE POINTS

PART 1 - AVAILABILITY OF LANDS

1.01 COUNTY shall furnish, as indicated in the Contract Documents and not later than the date when needed by CONTRACTOR, the lands upon which the Work is done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR.

1.02 Easement for permanent structures or permanent changes in existing facilities will be obtained and paid for by COUNTY, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in COUNTY's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore in the Contract Documents.

1.03 CONTRACTOR shall provide for all additional lands and access thereto may be required for temporary construction facilities or storage of materials and equipment.

PART 2 - PHYSICAL CONDITIONS; SURVEYS AND REPORTS

2.01 The COUNTY will, upon request, furnish to the CONTRACTOR copies of all boundary surveys, subsurface tests, and other pertinent reports and material which are available in ENGINEER'S office.

2.02 CONTRACTOR shall promptly notify ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.

2.03 ENGINEER will promptly investigate those conditions and perform further surveys or subsurface tests deemed necessary. Promptly thereafter OWNER shall obtain the necessary additional surveys and tests and furnish copies to ENGINEER and CONTRACTOR.

2.04 If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

PART 3 - REFERENCE POINTS

3.01 ENGINEER shall provide engineering surveys for construction to establish reference points which, in his judgment, are necessary to enable CONTRACTOR to proceed with the Work.

3.02 CONTRACTOR shall be responsible for surveying and laying out the Work (unless otherwise provided in the Special Conditions) and shall protect and preserve the established reference point and shall make no changes or relocations without the prior written approval of ENGINEER. He shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

3.03 CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved.

*** * * END OF SECTION * * ***

SECTION 00106

SUSPENSION OF WORK AND TERMINATION

PART 1 - COUNTY SUSPENSION OF WORK

1.01 ENGINEER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which shall fix the date on which work shall be resumed.

1.02 CONTRACTOR shall resume the work on the date so fixed.

1.03 CONTRACTOR will be allowed an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in Section 107 and the contract documents.

PART 2 - COUNTY TERMINATION OF WORK

2.01 If CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of ENGINEER, or if he otherwise violates any provision of the contract Documents, then ENGINEER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven day's written notice, terminate the services of CONTRACTOR and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR and finish the work by whatever method he may deem expedient.

2.02 In such case CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional service, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to COUNTY.

2.03 Such costs incurred by COUNTY shall be determined by ENGINEER and in corporate in a Change Order.

2.04 Where CONTRACTOR's services have been so terminated by ENGINEER, said terminations shall not affect any rights of COUNTY against CONTRACTOR then existing or which may thereafter accrue.

2.05 Any retention or payment of monies by COUNTY due CONTRACTOR will not release CONTRACTOR for liability.

2.06 Upon seven days written notice to CONTRACTOR, COUNTY may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

PART 3 - CONTRACTOR SUSPENSION OR TERMINATION OF WORK:

3.01 If, through no act or fault of CONTRACTOR, the work is suspended for a period of more than ninety days by COUNTY or under an order of court or other public authority, or ENGINEER fails to act on any application for payment within thirty days after it is submitted, or COUNTY fails to pay CONTRACTOR any sum approved by ENGINEER or awarded by arbitrators within thirty days written notice to ENGINEER, terminate the agreement and recover from COUNTY payment for all work executed and any expense sustained plus a reasonable profit.

3.02 In addition and in lieu of terminating the agreement, if ENGINEER has failed to act on an application for payment or COUNTY has failed to make any payment as a foresaid, CONTRACTOR may, upon seven days' notice to ENGINEER, stop the work until he has paid all amounts then due.

*** * * END OF SECTION * * ***

SECTION 00107

WORK BY OTHERS

PART 1 - GENERAL

1.01 COUNTY may perform additional work related to the Project by itself, or it may let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or COUNTY, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

1.02 If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or COUNTY,) CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

1.03 CONTRACTOR shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work with the written consent of ENGINEER and of the other contractors whose work will be affected.

1.04 If the performance of additional work by other contractors of COUNTY is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by COUNTY or others involves him an additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore.

1.05 Work by the CONTRACTOR and work by others should be coordinated and expedited by the COUNTY of his representative to prevent time delays and additional cost to the CONTRACTORS. Any extension of time and/or additional costs caused by other contractors or utility service companies may be claimed.

*** * * END OF SECTION * * ***

SECTION 00108

CONTRACTOR'S RESPONSIBILITIES

PART 1 - SUPERVISION AND SUPERINTENDENCE

1.01 CONTRACTOR shall supervise and direct the work efficiently and with is best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction; but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method,technique,sequence, or procedure of construction which is indicated in and required by the contract documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the contract documents.

1.02 CONTRACTOR shall keep on the work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the ENGINEER (Written Notice Only, Not Consent) except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

PART 2 - LABOR, MATERIALS AND EQUIPMENT

2.01 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. He shall at all times maintain good discipline and order at the site.

2.02 CONTRACTOR shall furnish all material, equipment, labor, transportation,construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

2.03 All materials and equipment shall be new, except as otherwise provided in the contract documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.04 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except asotherwise provided in the contract documents.

PART 3 - SUBCONTRACTORS

3.01 If the specifications, laws, ordinances, or applicable rules or regulations permit CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, he shall make written application to ENGINEER for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to the specified, and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use

in connection with the project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of ENGINEER, who will be the judge of equality and may require CONTRACTOR to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as ENGINEER may require which shall be furnished at CONTRACTOR's expense.

PART 4 - SUBCONTRACTORS

4.01 CONTRACTOR shall not employ and subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom COUNTY or ENGINEER may have reasonable objection. A subcontractor or other person or organization identified in writing to COUNTY and ENGINEER by CONTRACTOR prior to the notice of award and not objected to in writing by COUNTY or ENGINEER prior to the Notice of Award will be deemed acceptable to COUNTY and ENGINEER. Acceptance of any subcontractor, other person, or organization by COUNTY or ENGINEER shall not constitute a waiver of any right of COUNTY or ENGINEER to reject defective work or work not in conformance with the contract documents.

4.02 If COUNTY or ENGINEER, after due investigation, have reasonable objection to any subcontractor,other person, or organization proposed by CONTRACTOR after the notice of award, CONTRACTOR shall submit an acceptable substitute and the contract price shall be increased or decreased by the difference in cost occasioned by such substitution and on appropriate change order shall be issued. CONTRACTOR shall not be required to employ any subcontractor, other person, or organization against whom he has reasonable objection. CONTRACTOR shall not, without the consent of COUNTY and ENGINEER, make any substitution for any subcontractor, other person, organization who has been accepted by COUNTY and ENGINEER unless ENGINEER determines that there is good cause for doing so.

4.03 CONTRACTOR shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the contract documents shall create any contractual relationship between COUNTY or ENGINEER and any subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of COUNTY or ENGINEER to pay or to see to the payment of any monies due any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done in accordance with the schedule of values.

4.04 The sections of the specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

4.05 CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the contract documents for the benefit of COUNTY.

PART 5 - PATENT FEES AND ROYALTIES

5.01 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to

the use in the performance of the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the contract documents for use in the performance of two work and if, to the actual knowledge of COUNTY or ENGINEER, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by COUNTY in the contract documents.

5.02 CONTRACTOR shall indemnify and hold harmless COUNTY and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the contract documents and shall defend all such claims in connection with any alleged infringement of such rights.

PART 6 - PERMITS

6.01 CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his bid. COUNTY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACT, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

PART 7 - LAWS, REGULATIONS AND ORDINANCE

7.01 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the specifications or drawings are at variance-therewith, he shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If CONTRACTOR performs any work knowing it to be contrary to such law, ordinances, rules, and regulations and without such notice to ENGINEER, he shall bear all costs arising there from; however, it shall not be is primary responsibility to make certain that the specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

PART 8 - TAXES

8.01 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by him in accordance with the laws and ordinances.

PART 9 - USE OF PREMISES

9.01 CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the contract documents and shall not unreasonably encumber the premises with materials or equipment.

9.02 CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the work to stresses or pressures that will endanger it.

PART 10 - RECORD DRAWINGS

10.01 CONTRACTOR shall keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for COUNTY upon completion of the project.

PART 11 - SAFETY AND PROTECTION

11.01 CONTRACTOR shall be responsible for initiating maintaining, and supervising all safety precautions and programs in connection with work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons who may be affected thereby:

B. All the work and materials or equipment to be incorporated there-in whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.02 The CONTRACTOR shall conduct his operations in a manner which will minimize interference with the normal use of property adjacent to the construction work and shall give owners of such property at least 24 hours notice of the commencement of work in the area abutting their property. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities at least 48 hours in advance when prospection of the work may effect them. All damage, injury, or loss to any property referred to above caused, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR, except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of CONTRACTOR.

11.03 CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to CONTRACTOR that work is acceptable.

11.04 CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.

PART 12 - EMERGENCIES

12.01 In emergencies affecting the safety of persons or the work or property at the site or

adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby; and a change order shall thereupon be issued covering the changes and deviations involved.

12.02 If CONTRACTOR believes that additional work done by him in any emergency which arose from causes beyond his control entitles him to an increase in the contract price or an extension of the contract time, he may make a claim there for.

PART 13 - SHOP DRAWINGS AND SAMPLES

13.01 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of shop drawing submissions, five copies (or, to ENGINEER's option, one reproducible copy) of all shop drawings which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The date shown on the shop drawing will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable ENGINEER to review the information as required.

13.02 CONTRACTOR shall also submit to ENGINEER for approval, with such promptness as to cause no delay in work, all samples required by the contract documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.

13.03 At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the shop drawings or sample may have from the requirements of the contract documents.

13.04 ENGINEER will review and approve with reasonable promptness shop drawings and samples, but his review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of shop drawings and resubmit new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called by the ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any shop drawing or sample shall constitute a representation to ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

13.05 Where a shop drawing or sample submission is required by the specifications, no related work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved shop drawing and each approved sample shall be kept in a good order by CONTRACTOR at the site and shall be available to ENGINEER.

13.06 ENGINEER approval of shop drawings or samples shall not relieve CONTRACTOR from

his responsibility for any deviations from the requirements of the contract documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings.

PART 14- CLEANING

14.01 CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to their original condition those portions of the site not designated for alterations by the contract documents, unless the completion of the work is directly affected by the item in dispute.

PART 15 - INDEMNIFICATION

15.01 CONTRACTOR shall indemnify and hold harmless COUNTY and ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work by the CONTRACTOR, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there-from and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

15.02 In any and all claims against COUNTY or ENGINEER or any of their agents or employees by copy any employees of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 15.01 shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

15.03 The obligations of CONTRACTOR under paragraph 15.01 shall not extend to the liability of ENGINEER, his agents, or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys change orders, designs, or specifications or (b) the giving of or giving or failure to give is the primary cause of injury or damage.

*** * * END OF SECTION * * ***

SECTION 00113

SOILS AND SUBSURFACE INVESTIGATION

PART 1 - GENERAL

1.01 Depending on the project requirements, the ENGINEER may have obtained geotechnical information, which may include subsurface date, logs of soil borings and recommendations from geotechnical consultants.

1.02 Any information obtained is solely for use by the ENGINEER in the design of the project and are not part of the contract. If soil borings have been prepared they will be included in the section or on the plans.

1.03 Any geotechnical information included is for information only. The COUNTY and the ENGINEER do not guarantee the accuracy or validity of the data, nor do they assume any responsibility for the CONTRACTOR'S interpretation or conclusions drawn from the data.

1.04 The CONTRACTOR may, at his option, perform additional subsurface investigations at his own expense.

*****END OF SECTION*****

SECTION 02101

PREPARATION OF RIGHT-OF-WAY

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Removal and disposal of all obstructions from the right-of-way and from designated easements, as noted in the plans.

B. Obstructions shall include:

1. Remains of houses not completely removed by others.
2. Concrete, foundations, floorslabs curb and gutter, driveways, and sidewalk.
3. Building materials such as brick, lumber and plaster.
4. Water wells, septic tanks, manholes, inlets , utility pipes and conduits.
5. Underground service station tanks, equipment or other foundations.
6. Fencing and retaining walls.
7. Paved parking areas.
8. Abandoned railroad tracks, ties, and scrap iron.
9. Ancillary structures such as shacks and outhouses.
10. Trees, stumps, bushes, shrubs, roots, limbs and logs.
11. All rubbish and debris whether above or below ground.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.01 GENERAL

A. Clear entire project right-of-way and such other areas, including public or corporate lands, specified in the plans of all structures and obstructions.

B. Trim carefully all trees and shrubs designated for preservation and protect from scarring or other injuries during construction operation.

C. Removal of all foundations and underground obstructions, unless otherwise specified, shall be removed to the following depths:

1. In embankment areas, two (2) feet below natural ground.
2. In excavation areas, two (2) feet below the lower elevation of excavation.
3. In all other areas, one (1) foot below natural grade.

D. Backfill all holes, as directed by the ENGINEER, resulting from all removals.

E. Complete the preparation of right-of-way such that prepared right-of-way is free of holes, ditches and other abrupt changes in elevations and irregularities to contours.

F. Plug the remaining ends of all abandoned storm sewers, culverts, sanitary sewers, conduits and utility pipes with concrete, as specified by the ENGINEER, to form a tight closure.

G. On existing concrete where only a portion is to be removed, care shall be exercised to avoid damage to remaining concrete. Where concrete reinforcement is encountered in removed portions, a minimum of one (1) foot of such reinforcement shall be cleaned of old concrete and left in place to tie into new construction. Concrete to be preserved, but subsequently destroyed by the CONTRACTOR'S operations, shall be replaced by the CONTRACTOR'S operations, shall be replaced by the CONTRACTOR at his expense in accordance with County Specifications, or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PREPARATION OF RIGHT-OF-WAY

A. Preparation of right-of-way shall be measured on a lump-sum basis with measurement for payment made only on areas indicated and classified on the plans as preparation of right-of-way.

B. When not listed as a separate contract pay item, preparation of right-of-way shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*****END OF SECTION*****

SECTION 02102

CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Clearing and grubbing on project site of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter within limits described in specifications or as shown on plans.

B. Clearing and grubbing shall be in advance of grading operation except that in cuts over 3 feet in depth, grubbing may be done simultaneously with excavation, provided objectionable matter is removed as specified.

C. Disposal of all debris resulting from clearing and grubbing work.

1.02 PROTECTION OF ADJACENT WORK:

A. Protect all areas outside indicated construction areas.

B. Protect existing improvements, adjacent property, utilities and other facilities, and trees and plants not to be removed from injury or damage.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.01 CLEARING:

A. Clear all areas covered by dikes, roads, structures and embankments within project limits unless otherwise shown in plans.

B. Remove all saplings, brush, down-timber and debris unless shown or directed otherwise.

C. Use tree wound paint to treat scars, gashes or limb stubs on trees not removed.

3.02 GRUBBING:

A. Trees, stumps, root systems, rocks and other obstructions shall be removed to the depths shown when they fall within the construction templates for the following items:

1.	Footings	18" below bottom of footing
2.	Sidewalks (or other types of walks)	12" below bottom of walk
3.	Roadways or Streets	18" below bottom of sub-grade
4.	Parking Areas	18" below bottom of sub-grade
5.	Grassed Areas	18" below top soil
6.	Fills	24" below bottom of fill

B. Blasting not permitted.

3.03 REMOVAL OF DEBRIS AND CLEANUP:

A. Burn as permitted by regulating agencies or the ENGINEER as work progresses.

B. Unguarded fires will not be permitted.

C. Permits will be obtained, where required, for necessary burning or disposal sites.

D. Dispose of all waste materials not burned by removal from site.

E. Materials cleared and grubbed shall be the property of the CONTRACTOR and shall be his responsibility for disposal.

PART 4 - MEASUREMENT AND PAYMENT

4.01 CLEARING AND GRUBBING:

A. Clearing and Grubbing shall be measured for payment either in acres or by lump sum only for areas indicated on the plans, or as provided in the proposal and contract.

B. When not listed as a separate contract pay item, Clearing and Grubbing shall be considered as incidental work, and the cost thereof shall be included in such contract pay items as are provided in the proposal contract.

C. Compensation, whether by contract pay items or incidental work will be furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * *END OF SECTION * * ***

SECTION 02210

SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of scarifying, blading and rolling the sub-grade to obtain a uniform texture and provide as nearly as practical a uniform density for the 6-inches of the sub-grade.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. All preparing of the right-of-way and/or clearing and grubbing shall be complete before starting the sub-grade preparation.

B. The sub-grade shall be scarified and shaped in conformity with the typical sections and the lines and grades indicated or as established by the ENGINEER by the removal of existing material or addition of approved material.

C. All unsuitable material shall be removed and replaced with approved material.

D. All foundations, walls or other objectionable material shall be removed to a minimum depth of 18-inches under all structures and 12-inches under areas to be vegetated. All holes, ruts and depressions shall be filled with approved material.

E. The surface of the sub-grade shall be finished to the lines and grades as established and be in conformity with the typical sections indicated.

F. Any deviation in excess of 1/2 inch cross section and in a length of 10 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and compacting by sprinkling and rolling.

G. Sufficient sub-grade shall be prepared in advance to insure satisfactory prosecution of the work.

H. The CONTRACTOR will be required to set blue tops for the sub-grade on centerline, at quarter points and curb lines or edge of pavement at intervals not exceeding 50 feet.

I. All suitable material removed may be utilized in the sub-grade with the approval of the ENGINEER. All other material required for completion of the sub-grade shall also be subject to approval by the ENGINEER.

J. Sub-grade materials on which structures shall be placed shall be compacted by approved mechanical tamping equipment to a dry density of the total material of not less than 95 percent nor more than 100 percent of the maximum dry density s determined in accordance with SDHPT test method tex-114-E.

K. Sub-grade materials on which planting or turf will be established shall be compacted to a minimum of 85 percent of the maximum dry density as determined in accordance with SDHPT test method tex-114-E.

L. Tests for density will be made as soon as possible after compacting operations are completed. If the material fails to meet the density specified, it shall be reworked as necessary to obtain the density required.

M. Just prior to placing any base materials, density and moisture content of the top 6-inches of compacted sub-grade shall be checked and if tests show the density to be more than 2 percent below the specified minimum or the moisture content to be more than 3 percent above or below the optimum, the sub-grade shall be reworked as necessary to obtain the specified compaction and moisture content.

N. When lime stabilization of the sub-grade is specified, the lime is to be added in accordance with Section 02240, Lime Stabilization.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. All acceptable sub-grade preparation will be measured by the square yard.

B. The measured area includes the entire width of the roadway for the entire length as indicated.

4.02 PAYMENT

A. The accepted quantities of sub-grade preparation will be paid for at contract unit bid price per square yard.

B. When not listed as a separate contract pay item, sub-grade preparation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item (s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02221

TRENCH EXCAVATION, BACKFILL AND COMPACTION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Excavation, shoring, de-watering, pipe bedding, trench backfill, compaction, grading and cleanup of all pipeline trenching for the project.

B. All work must be done in accordance with these specifications and the safety requirements of the State and OSHA Standards.

1.02 JOB CONDITIONS:

A. Site Acceptance:

1. Accept site in condition existing during Contract time frame.
2. Ground water/surface water found during construction are conditions of the contract and responsibility of Contractor.

B. Adverse Weather:

1. Place no backfill that is excessively wet or frozen.
2. Place no backfill in excessively wet or frozen trenches.

PART 2 - PRODUCTS

2.01 PIPE BEDDING AND BACKFILL:

A. The type of bedding shall be stated on the Plans or in the Special Conditions of the contract document. Determination of source of materials for bedding and backfill to meet the stated conditions shall be responsibility of CONTRACTOR, but use of such materials shall be subject to approval of ENGINEER.

B. Excavated Material Backfill:
Excavated material may be used in the trench backfill, provided that all hard rock and stones having any dimensions greater than 6 inches and frozen earth debris and roots larger than 2 inches are removed for the initial backfill.

C. Select Backfill:
Select backfill shall be gravel, fine rock cuttings, sand, sandy loam or loam free from excessive clay. Rock cuttings shall have no dimension greater than 2 inches.

D. Sand Backfill:
Sand backfill shall be clean, hard, durable, un-coated grains, free from lumps and organic material. All materials must pass a No. 8 Sieve.

E. Granular Backfill:
Granular backfill shall be free flowing, such as sand or hydraulically graded shall be free from lumps, stones over 2 inches in diameter, clay and organic matter.

F. Controlled Density Fill:
Use high slump mixture of portland cement, fly ash and fine aggregate formulated, licensed and marketed as K-Krete or equal. Provide mixture with minimum 28-day compressive strength of 70 psi with no measurable shrinkage or surface settlement.

2.02 CRADLING ROCK:

A. Use crushed rock or stone with 70-100% passing 1> inch sieve and no more than 50% passing 1 inch sieve.

2.03 SHEETING, SHORING AND BRACING:

A. Use sound timber or structural steel.

B. Use shapes and sizes as required.

PART 3 - EXECUTION

3.01 GENERAL:

A. Dewatering:

1. Execute work "dry". No pipe or conduits shall be laid or concrete poured on excessively wet soil.
2. Prevent surface water from flowing into excavation.
3. Provide equipment for handling water encountered as required. Obtain approval of proposed method of dewatering.
4. No sanitary sewer shall be used for disposal of trench water.

B. Protection of Existing Utilities:

1. Notify all utilities of location and schedule of work.
2. Locations and elevations of utilities shown on plans are to be considered approximate only. Notify utility and ENGINEER of conflicts between existing and proposed facilities.
3. Repair, relay or replace existing utilities damaged, destroyed or disrupted during work. Unless specified otherwise, replacement will be at the CONTRACTOR's expense.

C. Sheeting, Shoring and Bracing:

1. Provide as necessary, to hold walls of excavation, prevent damage to adjacent structures, and to protect workmen and property.
2. Leave sheeting and shoring in place where removal might cause damage to work or otherwise indicated on drawings.
3. When movable trench shield is used below spring line of pipe, it shall be lifted prior to any forward movement to avoid pipe displacement.

D. Changes in Grade:

1. Grades may be adjusted 1.5 feet (plus or minus) from plan grades to suit unforeseen construction conflicts or conditions with approval of ENGINEER.
2. No additional compensation will be made for such changes.

3.02 EXCAVATION AND TRENCHING:

A. General:

1. Method of excavation at CONTRACTOR's option.
2. Excavate by hand under tree roots 3 inches and larger, and under and around structures and utilities.
3. Stockpile and replace topsoil to a minimum of 8 inches for surface restoration in grassed or agricultural areas.

B. Trench Characteristics:

1. Depth: as indicated for pipe installation to lines and grades required with proper allowance for thickness of pipe and type of bedding specified or indicated.
2. Width:
   a. Keep width of trench as narrow as possible and yet provide adequate room for backfilling and jointing.
   b. Maximum width as follows:

Pipe Size Inches	**Max. Trench Width**
4 &6	2' - 0"
8 & 10	2' - 4"
12	2' - 6"
15	2' - 9"
18	3' - 0"
Over 18	Pipe O.D. + 12"

3. Trench walls must be vertical below top of pipe and may be vertical or sloped above pipe to conform to excavating codes.
4. Provide bell holes for each pipe joint where pipe bears on undisturbed earth.
5. Trench bottom shall be free of large stones and other foreign material.

3.03 SOFT, SPONGY OR UNSTABLE MATERIALS:

A. Stop work and notify ENGINEER.

B. Perform remedial work as directed.

C. If material is judged unsuitable and removal is authorized, remove and replace with trench stabilizing material as directed by ENGINEER.

3.04 ROCK EXCAVATION:

A. Excavate any rock to maintain minimum 6-inch clearance around pipe.

B. Dispose of rock material not suitable for backfill as directed by ENGINEER.

C. Use of explosives not permitted without prior written authorization from OWNER and ENGINEER.

D. Provide Special Hazard Insurance covering liability for blasting operations.

3.05 BEDDING:

A. Place after bottom of trench has been excavated to proper depth and grade.

B. Place, compact and shape bedding material to conform to barrel o pipe to insure continuous firm bedding for fill length of pipe.

C. Provide bedding as described in following table unless indicated otherwise on Plans or in Special Conditions.

Pipe Material	Minimum Bedding Class
1. Vitrified Clay Pipe	Class C *
2. Non-reinforced Concrete Pipe	Class C *
3. Reinforced Concrete Pipe	Class D *
4. Ductile Iron Pipe	Class D *
5. Steel Cylinder	Class C *
6. Flexible or Composite Pipe	Class 1 * *

* Refers to standard detail, "Pipe Envelope Requirements ",Dwg. D-01.

** Refers to standard detail, "Flexible Pipe Bedding Requirements", Dwg. D-02.

3.06 TRENCH BACKFILL

A. Use excavated material backfill (2.01B) unless otherwise specified.

B. Use Sand Backfill for all trenches within 5 feet of buildings and beneath walks, parking areas, paved streets or existing exposed utilities.

C. Initial Backfill:

1. Place after pipe has been bedded and checked for alignment, grade and internal obstructions.
2. Carry out in an orderly fashion after authorization to cover pipe has been given.
3. Allow no more than 300 feet of trench to be open at one time.
4. Do not backfill until concrete or mortar has sufficiently cured.
5. Record location of connections and appurtenances before backfilling.
6. Place by hand and hand tamp to not less than 12-inches above top of pipe, in approximately 4-inch layers.
7. Backfill simultaneously on both sides of pipe to prevent displacement.
8. Place cushion of 4 feet above pipe envelope before using heavy compacting equipment.

D. Subsequent Backfill:

1. Place backfill into trench at an angle so that impact on installed pipe is minimized.
2. Compaction of all backfill material shall be performed in a manner that shall not crack, crush, and/or cause the installed pipe to be moved from the established grade and/or alignment.
3. Area under or within 5 feet of pavement; and under or within 2 feet of utilities, buildings, or walks shall be mechanically compacted to the top of the sub-grade in 6-inch lifts to a minimum of 95 percent Standard Proctor Density.
4. Areas not subject to vehicular traffic shall be backfilled in layers not more than 10-inches in depth.
5. Compaction method at discretion of CONTRACTOR with following exceptions:

    a. If in OWNER's opinion compaction method presents potential damage to pipe, it will not be allowed.
    b. Compaction of any backfill material by flooding or jetting will require prior written authorization of ENGINEER.

6. Mound excavated materials no greater than 6 inches in open areas only.

7. Fill upper portion of trench with topsoil as specified hereinbefore.

E. Controlled Density Fill:

1. Use where shown on plans.
2. Provide suitable forms to limit volume of control density fill material.
3. Prevent flow of material into existing drain lines.
4. Protect exposed utility lines during placement.
5. Place material in accordance with suppliers' written recommendations unless directed otherwise by ENGINEER.

3.07 EXCESS MATERIAL:

A. Waste excess excavated material where directed by ENGINEER.

3.08 TESTING:

A. Unless specified elsewhere, testing will be responsibility of OWNER.

B. Standard Proctor Density:

1. ASTM D698.
2. One (1) required for each type of material encountered.

C. In Place Density:

1. ASTM D1556 (Sand Cone)
2. ASTM D2167 (Balloon)
3. ASTM D3017 (Nuclear)

D. One (1) test per each 400 cubic yards of backfill placed.

PART 4 - MEASUREMENT AND PAYMENT

4.01 TRENCH EXCAVATION:

A. Trench excavation shall be considered incidental to pipeline installation.

B. Payment shall be made at the contract unit price per cubic yard only if a bid item is established in the contract.

4.02 BACKFILL:

A. Payment for backfill shall be made at the contract unit price per cubic yard only if a separate bit item is established in the contract.

B. No allowance for waste shall be made.

C. If ENGINEER orders an initial backfill material other than that specified in contract, it shall be paid for as an extra in price per cubic yard as compacted in place, EXCEPT if a higher class embedment is ordered by ENGINEER because the CONTRACTOR has over-excavated the trench width.

D. If the CONTRACTOR over-excavates the trench width and the ENGINEER orders the next higher class of embedment to be used, the embedment for as if the original specified embedment was used.

E. If the ENGINEER orders the excavated material to be removed and disposed of and replaced with another material and a separate bid item is not established as a bid item, the material shall be paid as an extra.

F. If the CONTRACTOR fails to compact the backfill to the density requirements, the ENGINEER may order the material removed and replaced at no cost to the OWNER.

G. The disposal of rejected material shall be at no cost to the OWNER.

*** * * * END OF SECTION * * * ***

SECTION 02230

EXCAVATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of excavating and properly utilizing or otherwise satisfactorily disposing of all excavated materials, of whatever character, within the limits of work.

B. Excavation shall also consist of constructing, compacting, shaping and finishing of all earthwork in designated areas on the plans, as specified herein, and in conformity with the required lines grades and typical cross sections or as directed by the ENGINEER.

C. When not otherwise included, this item shall include the work described in Section 02101 - Preparation of Right-of Way, Section 02102 - Clearing and Grubbing, Section 02236 - Embankment, Section 02238 - Removal of Concrete, and Section 02210 – Sub-grade Preparation.

Introduction

The Occupational Safety and Health Administration (OSHA) issued its first Excavation and Trenching Standard Standard in 1971 to protect workers from excavation hazards. Since then, OSHA has amended the standard several times to increase worker protection and to reduce the frequency and severity of excavation accidents and injuries. Despite these efforts, excavation-related accidents resulting in injuries and fatalities continue to occur.

To better assist excavation firms and contractors, OSHA has completed updated the existing standard to simplify many of the existing provisions, add and clarify definitions, eliminate duplicate provisions and ambiguous language, and give employers added flexibility in providing protection for employees. The standard is effective as of March 5, 1990.

In addition, the standard provides several new appendices. One appendix provides a consistent method of soil classification. Others provide sloping and benching requirements pictorial examples of shoring and shielding devises, timber tables, hydraulic shoring tables, and selection charts that provide a graphic summary of the requirements contained in the standard.

This booklet highlights the requirements in the updated standard excavation and trenching operations, provides methods for protecting employees against cave-ins, and described safe work practices for employees.

Scope and Application

OSHA's revised rule applies to all open excavations in the earth's surface, which includes

trenches.

According to the OSHA construction safety and health standards, a trench is referred to as a narrow excavation made below the surface of the ground in which the depth is greater than the width-the width not exceeding 15 feet. An excavation is any man-made cut, cavity, trench, or depression in the earth's surface formed by earth removal. This can include excavations for anything from cellars to highways.

General Requirements

Planning for Safety

Many on-the-job accidents are a direct result of inadequate initial planning. Correcting mistakes in shoring and/or sloping after work has begun slows down the operation, adds to the cost, and increases the possibility of an excavation failure. The contractor should build safety into the pre-bid planning in the same way all other pre-bid factors are considered.

It is a good idea for contractors to develop safety checklists before preparing a bid, to make certain there is adequate information about the job site and all needed items are on hand.

These checklists should incorporate elements of the relevant OSHA standards as well as other information necessary for safe operations.

Before preparing a bid, these specific site conditions should be taken into account:

- Traffic,
- Nearness of structures and their conditions,
- Soil,
- Surface and ground water,
- The water table,
- Overhead and underground utilities and
- Weather.

These and other conditions can be determined by job site studies, observations, test borings for soil type or conditions, and consultations with local officials and utility companies.

Before any excavation actually begins, the standard requires the employer to determine the estimated location of utility installations-sewer, telephone, fuel, electric, water lines, or any other underground installations-that may be encountered during digging. Also, before starting the excavation, the contractor must contact the utility companies or owners include and inform them, within established or customary local response times, of the proposed work. The contractor must also ask the utility companies or owners to find the exact location of the underground installations. If they cannot respond within 24 hours (unless the period required by the state or local law is longer), or if they cannot find the exact location of the utility installations, the contractor may proceed with caution. To find the exact location of underground installations, workers must use safe and acceptable means. If underground installations are exposed, OSHA regulations also require that they be removed, protected or properly supported.

When all necessary specific information about the job site is assembled, the contractor is ready

to determine the amount, kind, and cost of safety equipment needed. A careful inventory of the safety items on hand should be made before deciding what additional safety material must be acquired. No matter how may trenching, shoring and backfilling jobs have been done in the past, each job should be approached with the utmost care and preparation.

Before Beginning the Job

It is important, before beginning the job, for the contractor to establish and maintain a safety and health program for the work site that provides adequate systematic policies, procedures, and practices to protect employees from, and allow them to recognize, job-related safety and health hazards.

An effective program includes provisions for the systematic identification, evaluation, and prevention or control of general workplace hazards, specific job hazards, and potential hazards that may arise from foreseeable conditions. The program may be written or verbal but it should reflect the unique characteristics of the job site.

To help contractors develop an effective safety and health program, in 1989 OSHA issued recommended guidelines for the effective management and protection of worker safety and health. The complete original text of the non-mandatory guidelines is found in the Federal Register (54 FR(18):3904-3916, January 26, 1989).

A copy of the guidelines can be obtained from the OSHA Publications Office, U.S. Department of Labor, 20 Constitution Avenue, N.W., Room N-3101, Washington, D.C. 20210, or from the nearest OSHA Regional Office listed in this booklet.

To be sure safety policies are implemented effectively, there must be cooperation among supervisors, employee groups, including union, and individual employees. Each supervisor must understand the degree of responsibility and authority he or she holds in a particular area. For effective labor support, affected unions should be notified of construction plans and asked to cooperate.

It is also important, before beginning work, for employers to provide employees who are exposed to public vehicular traffic with warning vests or other suitable garments marked with or made of reflectorized or high-visibility material and ensure that they wear them. Workers must also be instructed to remove or neutralize surface encumbrances that may create a hazard.

In addition, no employee should operate a piece of equipment, without first being properly trained to handle it and fully alerted to its potential hazards.

In the training and in the site safety and health program, it also is important to incorporate procedures for fast notification and investigation of accidents.

On-the-Job Evaluation

The Standard requires that a competent person inspect, on a daily basis, excavations and the adjacent areas for possible cave-ins, failures of protective systems and equipment, hazardous

atmospheres, or other hazardous conditions. If these conditions are encountered, exposed employees must be removed from the hazardous area until the necessary safety precautions have been taken. Inspections are also required after natural (e.g. heavy rains) or man-made events such as blasting that may increase the potential for hazards.

Larger and more complex operations should have a full-time safety official who makes recommendations to improve the implementation of the safety plan. In a smaller operation, the safety official may be part-time and usually will be a supervisor.

Supervisors are the contractor's representatives on the job. Supervisors should conduct inspections, investigate accidents, and anticipate hazards. They should ensure that employees receive on-the-job safety and health training. They should also review and strengthen overall safety and health precautions to guard against potential hazards, get the necessary worker cooperation in safety manners, and make frequent reports to the contractor.

It is important that managers and supervisors set the example for safety at the job site. It is essential that when visiting the job site, all managers, regardless of status, wear the prescribed protective equipment such as safety shoes, safety glasses, hard hats, and other necessary gear (see CFR 1926.100 and 102).

Employees must also take an active role in job safety. The contractor and supervisor should make certain that workers have been properly trained in the use and fit of the prescribed protective gear and equipment, that they are wearing and using the equipment correctly, and that they are using safe work practices.

Cave-Ins and Protective Support Systems

Support Systems

Excavation workers are exposed to many hazards, but the chief hazard is danger of cave-ins. OSHA requires that in all excavation employees exposed to potential cave-ins must be protected by sloping, or benching the sides of the excavation; supporting the sides of the excavation, or placing a shield between the side of the excavation and the work area.

Designing a protective system can be complex because of the number of factors involved-soil classification, depth of cut, water content of soil, changes due to weather and climate, or other operation in the vicinity. The standard, however, provides several different methods and approaches (four for sloping and four for shoring, including the use of shields)* for designing protective systems that can be used to provide the required level of protection against cave-ins.

One method of ensuring the safety and health of workers in an excavation is to slope the side to an angle not steeper than one and one-half horizontal to one vertical (34 degrees measured from the horizontal). These slopes must be excavated to form configurations that are in accordance with those for Type C soil found in Appendix B of the standard. A slope of this graduation or less is considered safe for any type soil (see Figure 1).

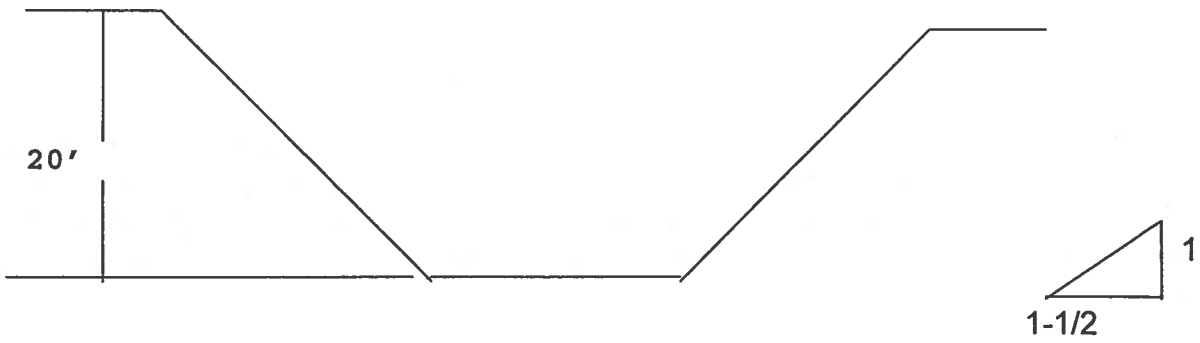


Figure 1. Excavations Made in Type C Soil

All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1 1/2:1.

*See Appendix F to the standard for a complete overview of all options.

A second design method, which can be applied for both sloping and shoring, involves using tabulated data, such as tables and charts, approved by a registered professional engineer. These data must be in writing and must include sufficient explanatory information to enable the user to make a selection, including the criteria for determining the selection and the limits on the use of the data.

At least one copy of the information, including the identity of the registered professional engineer who approved the data, must be kept at the worksite during construction of the protective system. Upon completion of the system, the data must be stored away from the job site, but a copy must be made available, upon request, to the Assistant Secretary of Labor for OSHA.

Contractors also may use a trench box or shield that is either designed or approved by a registered professional engineer or is based on tabulated data prepared or approved by a registered professional engineer. Timber, aluminum, or other suitable materials may also be used. OSHA standards permit the use of a trench shield (also known as a welder's hut) as long as the protection it provides is equal to or greater than the protection that would be provided by the appropriate shoring system (see Figure 2).

The employer is free to choose the most practical design approach for any particular circumstance. Once an approach has been selected, however, the required performance criteria must be met by that system.

The standard does not require the installation and use of a protective system when an excavation (1) is made entirely in stable rock, or (2) is less than 5 feet deep and a competent person has examined the ground and found no indication of a potential cave-in.

Safety Precautions

The standard requires the employer to provide support systems such as shoring, bracing, or

underpinning to ensure the stability of adjacent structures such as buildings, walls, sidewalks or pavements.

Figure 2. Trench Shields

The standard prohibits excavation below the level of the base or footing of any foundation or retaining wall unless (1) a support system such as underpinning is provided, (2) the excavation is in stable rock, or (3) a registered professional engineer determines that the structure is sufficiently removed from the excavation and that excavation will not pose a hazard to employees.

Excavations under sidewalks and pavements are also prohibited unless an appropriately designed support system is provided or another effective method is used.

Installation and Removal of Protective Systems

The standard requires the following procedures for the protection of employees when installing support systems:

- Securely connect members of support system,
- Safely install support systems,
- Never overload members of support systems, and
- Install other structural members to carry loads imposed on the support system when temporary removal of a individual members is necessary.

In addition, the standard permits excavation of 2 feet or less below the bottom of the members of a support or shield system of a trench if (1) the system is designed to resist the loads calculated for the full depth of the trench, and (2) there are no indications, while the trench is open, of a possible cave-in below the bottom of the support system. Also, the installation of support systems must be closely coordinated with the excavation of trenches.

As soon as work is completed, the excavation should be back-filled as the protective system is designated. After the excavation has been cleared, workers should slowly remove the protective system from the bottom up, taking care to release members slowly.

Materials and Equipment

The employer is responsible for the safe condition of materials and equipment used for protective systems. Defective and damaged materials and equipment can result in the failure of a protective system and cause excavation hazards.

To avoid possible failure of a protective system, the employer must ensure that (1) materials and equipment are free from damage or defects, (2) manufactured materials and equipment are used and maintained in a manner consistent with the recommendations of the manufacture and in a way that will prevent employee exposure to hazards, and (3) while in operation, damaged materials and equipment are examined by a competent person to determine if they are suitable

for continued use. If the materials and equipment are not safe for use, they must be removed from service. These materials cannot be returned to service without the evaluation and approval of a registered professional engineer.

Other Hazards

Falls and Equipment

In addition to cave-in hazards and secondary hazards related to cave-ins, there are other hazards from which workers must be protected during excavation-related work. These hazards include exposure to falls, falling loads, and mobile equipment. To protect employees from these hazards, OSHA requires the employer to take the following precautions:

- Keep materials or equipment that might fall or roll into an excavation at least 2 feet from the edge of excavations, or have retaining devices, or both.
- Provide warning systems such as mobile equipment, barricades, hand or mechanical signals, or stop logs, to alter operations of the edge of an excavation. If possible, keep the grade away from the excavation.
- Provide scaling to remove loose rock or soil or install protective barricades and other equivalent protection to protect employees from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees from working on faces of sloped or benched excavations at levels above other employees unless employees at lower levels are adequately protected from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees under loads that are handled by lifting or digging equipment. To avoid being struck by any spillage or falling materials, require employees to stand away from vehicles being loaded or unloaded. If cabs of vehicles provide adequate protection from falling loads during loading and unloading operations, the operators may remain in them.

Water Accumulation

The standard prohibits employees from working in excavations where water has accumulated or is accumulating unless adequate protection has been taken. If water removal equipment is used to control or prevent water from accumulating, the equipment and operations of the equipment must be monitored by a competent person to ensure proper use.

OSHA standards also require that diversion ditches, dikes, or other suitable means be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Also, a competent person must inspect excavations subject to runoffs from heavy rains.

Hazardous Atmospheres

Under this provision, a competent person must test excavations greater than 4 feet in depth as well as ones where oxygen deficiency or a hazardous atmosphere exists or could reasonably be expected to exist, before an employee enters the excavation. If hazardous conditions exist, controls such as proper respiratory protection or ventilation must be provided. Also, controls

used to reduce atmospheric contaminants to acceptable levels must be tested regularly.

Where adverse atmospheric conditions may exist or develop in an excavation, the employer also must provide and ensure that emergency rescue equipment, (e.g., breathing apparatus, a safety harness and line, basket stretcher, etc.) is readily available. This equipment must be attended when used.

When an employee enters bell-bottom pier holes and similar deep and confined footing excavations, the employee must wear a harness with a lifeline. The lifeline must be securely attached to the harness and must be separate from any line used to handle materials. Also, while the employee wearing a lifeline is in the excavation, an observer must be present to ensure that the lifeline is working properly and to maintain communication with the employee.

Access and Egress

Under the standard, the employer must provide safe access and egress to all excavations. According to OSHA regulations, when employees are required to be in trench excavations 4-feet deep or more, adequate means of exit, such as ladders, steps, ramps or other safe means of egress, must be provided and be within 25 feet of lateral travel. If structure ramps are used as a means of access or egress, they must be designed by a competent person if used for employee access or egress, or a competent person qualified in structural design if used by vehicles. Also, structural members used for ramps or runways must be uniform in thickness and joined in a manner to prevent tripping or displacement.

Related Issues

Hazard Communication

The Hazard Communication Standard (29 CFR 1910.1200) requires employers to inform employees of the identities, properties, characteristics, and hazards of chemicals they use and the protective measures they can take to prevent adverse effects. The standard covers both physical hazards (e.g., flammability) and health hazards (e.g., lung damage, cancer). Knowledge acquired under the Hazard Communication Standard will help employers provide safer workplaces for their employees, establish proper work practices, and help prevent chemical-related illnesses and injuries.

Access to Medical and Exposure Records

Under the provision of the Access to Medical and Exposure Records standard (29 CFR 1910.20), employees, their designated representatives, and OSHA are permitted direct access to employer-maintained exposure and medical records. This access is designed to yield both direct and indirect improvements in the detention, treatment, and prevention of occupational disease. Also, access to these records will assist employees in the management of their own safety and health.

Recordkeeping

Each employer must preserve and maintain accurate medical and exposure records for each employee. The standard requires that exposure records be kept for 30 years and medical records be kept for at least the duration of employment plus 30 years. Background data for exposure records such as laboratory reports and work sheets need to be kept only for 1 year. Records of employees who have worked for less than 1 year need not be retained after employment, but the employer must provide these records to the employee upon termination of employment. First-aid records of one-time treatment need not be retained for any specified period.

The employer must inform each employee of the existence, location, and availability of these records. When an employer plans to stop doing business and there is no successor employer to receive and maintain these records, the employer must notify employees of the right to access of the records at least 3 months before the employer ceases to do business. At the same time, the employer also must inform the National Institute for Occupational Safety and Health.

State Plan States

States administering their own occupational safety and health program (see listing on page), through plans approved under section 18(b) of the Occupational Safety and Health Act of 1970, must adopt standards and enforce requirements at least as effective as Federal requirements. There are currently 25 State plan States; 23 covering private and public (State and local government) sectors and two covering public sector only.

Summary

Trenching and excavation work presents serious risks to all workers involved. The greatest risk, and one of primary concern, is that of cave-ins. Furthermore, when cave-in accidents occur, they are much more likely to result in worker fatalities than other excavation-related accidents. Strict compliance, however, with all sections of the standard will prevent or greatly reduce the risk of cave-ins as well as other excavation-related accidents.

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Albany, NEW YORK 12240

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Oregon Department of Insurance and Finance-Room 160
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Attention: Robert Taylor
501 Union Building
Suite "A"-2nd Floor
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Utah Occupational Safety and Health
160 East 300 South
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(809)773-1994

COMMISSIONER
Virginia Department of Labor and Industry
205 N. 4th Street
Richmond, VIRGINIA 23241-0064
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DIRECTOR
Department of Employment Division of Employment Affairs
Occupational Safety and Health Administration
Herchfer Building, 2nd Floor East
122 West 25th Street
(307)777-7786 or 777-7787

DIRECTOR
Washington Department of Labor and Industries
General Administration Building
Room 334 - AX-31
Olympia, WASHINGTON 98504-0631

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Related Publications

A single free copy of the following publications can be obtained from the OSHA Publications Office, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N-301, Washington, D.C., 20210.

Please send a self-addressed label with your request.

All about OSHA - OSHA 2056

Chemical Hazard Communication - OSHA 3084

Construction Industry Digest - OSHA 2207

Consultation Services for the Employer - OSHA 3047

Ground-Fault Protection on Construction Sites - OSHA 3007

OSHA Inspections - OSHA 2098

OSHA: Safety and Health is our Middle Name - OSHA 3076

Personal Protective Equipment - OSHA 3077

Respiratory Protection - OSHA 3079

Safety and Health Program Management Guidelines
(Federal Register (54 FR (18):3904-3916, January 1989))

A Hazard Communication Compliance Kit may be ordered from the Superintendent of Documents, Government Printing Office, Washington, D.C., 20402 for $18.00 ($22.00 for foreign addresses). OSHA Publication 3104, GPO order No. 929-022-00000-9. The kit can be ordered from GPO by phone using Visa or Mastercard; call (202)783-3238.

* U.S. Government Printing Office: 1991 282-150/45367

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- These states and territories operate their own OSHA-approved job safety and health programs (Connecticut and New York plans cover public employees only). States with

approved programs must have a standard that is identical to or at least as effective as, the federal standard.

PART 2 - PRODUCTS

2.01 CLASSIFICATION

A. All excavations shall be unclassified as shall include all materials encountered regardless of their nature or the manner in which they are removed.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected.

B. Construction equipment shall not be operated within the drip line of trees, unless otherwise indicated.

C. Construction materials shall not be stockpiles under the canopies of trees. No excavation or embankment shall be placed within the drip line of trees until tree wells are constructed.

D. All excavation shall be performed as specified herein and shall conform to the established alignment, grades and cross sections.

E. Suitable excavated materials shall be utilized, in so far as practical, in constructing required embankments.

F. The construction of all embankments shall conform to Section 02236 - Embankment. No material shall be stockpiled within the banks of a waterway.

G. Unsuitable excavated materials or excavation in excess of that needed for construction shall be known as "Waste" and shall become the property of the CONTRACTOR and it shall become his sole responsibility to dispose of this material off the limits of the right-of-way in an environmentally sound manner at a permitted disposal site.

H. Adequate dewatering and drainage of excavation shall be maintained throughout the time required to complete the work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Measurement of the volume of excavation in cubic yards by the average end areas. Cross sectional areas shall be computed from the existing ground section to the established line of the sub-grade, as shown on typical sections for the limits

of the right-of-way or other work limits, including parkway slopes and sidewalk areas.

B. Measurement of the area in square yards of surface area excavated as shown on the typical sections included in the plans.

C. Measurement of the volume of excavation is in cubic yards, based upon the average end areas taken from pre-construction cross sections and planned grades. The planned quantities for excavation will be used as the measurement for payment for this item.

4.02 PAYMENT

A. This item will be paid for at the contract unit price bid for "Excavation", as provided under the measurement method as included in the bid, which price shall be full compensation for all work herein specified including: dewatering, drainage, sub-grade preparation, unless otherwise indicated and the furnishing of all materials, equipment, tools, labor and incidentals
necessary to complete the work.

B. When not listed as a separate contract pay item, excavation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02238

REMOVAL OF CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of breaking up, removing and satisfactorily disposing of existing concrete, as classified, at locations indicated or as directed by the Engineer.

B. Existing concrete, when under this section, will be classified as follows:

1. Concrete Curb will include curb, curb and gutter combinations thereof.
2. Concrete Slabs will include, but not be limited to, patio slabs, porch slabs, concrete riprap and concrete pavement.
3. Sidewalks and Driveways will include concrete sidewalks and driveways.
4. Concrete Walls will include all walls regardless of height and wall footings.
5. Concrete Steps will include all steps and combinations of walls and steps.
6. Abandoned Foundations will include abandoned Electric Department foundations.
7. Miscellaneous Concrete shall include but not be limited to manholes, inlets, junction boxes and headwalls.

PART 2 PRODUCTS

2.01 MORTAR:

A. Mortar, for repair of existing concrete structures, shall conform to the requirements thereof in Section 03300 - Cast-In-Place Concrete.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected. The existing concrete shall be broken up, removed to conform to Section 02101 - "Preparing Right-of-Way" and disposed of by the Contractor and deposited at a permitted at a permitted disposal site.

B. Where only a portion of the existing concrete is to be removed and that remaining will continue to serve in its purpose, care shall be exercised to avoid damage to that portion to remain in place.

C. The existing concrete shall be cut to the neat lines when indicated or as established by the Engineer, by sawing with an appropriate type circular concrete

saw to a minimum depth of 1/2 inch.

D. Any reinforcing steel encountered shall be cut off 1 inch inside of concrete sawed line. Any existing concrete which is damaged or destroyed beyond the neat lines so established shall be replaced at the Contractor's expense.

E. Remaining concrete shall be mortared to protect the reinforcing steel and provide a neat clean appearance.

F. Where reinforcement is encountered in the removed portions of structures to be modified, a minimum of 1 foot of steel length shall be cleaned of all old concrete and left in place to tie into the new construction where applicable.

G. All unsuitable material shall be removed and replaced with approved material.

H. All foundation, walls or other objectionable material shall be removed to a minimum depth of 18 inches below all structures and 12 inches below areas to be vegetated.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Concrete curb and concrete wall removed as prescribed above will be measured by the linear foot in its original position regardless of the dimensions or size.

B. Concrete slabs and concrete sidewalks and driveways removed as prescribed above will be measured by the square foot in original position, regardless of the thickness and reinforcing.

C. Concrete steps removed will be measured per linear foot of each individual step tread including the bottom step.

D. Concrete foundation removed will be measured per each.

E. Miscellaneous concrete removed will be measured per each.

4.02 PAYMENT:

A. This item will be paid for at the contract unit price bid for "Removed Concrete Curb", "Removed Concrete Slab", "Remove Concrete Sidewalks and Driveways", "Removed Concrete Foundations" and "Remove Miscellaneous Concrete" which price shall be full compensation for all work herein specified, including the disposal of all material not required in the work, the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the work.

B. When not listed as a separate contract pay item, removal of concrete shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02240

LIME STABILIZATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Treating of subgrade, sub-base, and base courses by the pulverization, addition of lime, mixing and compacting the mixed material to the required density.

B. Application to natural ground, embankment, existing pavement, base or sub-bases under this contract, or as directed by the ENGINEER, which shall be constructed as specified herein and in conformity with the typical section, lines, grades as shown on the plans.

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition (or addended portions thereof) of the following standards and codes:

1. ASTM c-207 or Type N - Requirements for Hydrated Lime
2. ASTM Designation C5 - Quick Lime for Structural Purposes
3. Texas SDHPT Test Method Tex-600-J - Hydrated Lime
4. ASTM D-1557 - Density of Compacted Materials
5. ASTM D-2049 - Density of Compacted Materials
6. Texas SDHPT Test Method Tex 113-E - Density of Compacted Materials
7. AASHTO T-99, Method C - Density of Compacted Materials
8. AASHTO M-216 - Hydrated Lime

PART 2 - PRODUCTS

2.01 HYDRATED (DRY) LIME:

A. Use, for stabilization of soils, a dry powder consisting primarily of calcium hydroxide (Ca(OH)2).

B. Provide Material in accordance with Texas SDHPT Test Method TEX-600-J and conforming to the following chemical composition:

Hydrate Alkalinity, Percent by Weight Ca(OH)2	90% Min.
Un-hydrate Lime Content, Percent by Weight CaO	5% Max.
"Free Water" Content, Percent by Weight H2O	4% Max.

And with the following residue retainage:

Residue Retained on No 6 Sieve	None
Residue Retained on No. 10 Sieve	1% Max.
Residue Retained on No. 30 Sieve	2.5% Max.

C. Store and handle hydrated lime in closed, weather proof containers, storage bins, or bags until immediately before application to the road.

D. Furnish hydrated lime in trucks, as applicable, with weight of lime measured on certified scales and clearly marked on the truck or stamped on a haul ticket.

E. Furnish hydrated lime in bags, as applicable, bearing the manufacturer's certified weight. Bags varying more than five percent may be rejected.

2.02 HYDRATED LIME SLURRY:

A. Provide a pumpable suspension of solids, principally composed of hydrated lime, in water.

B. Provide material with a "Solids Content" having a hydrated alkalinity Ca (OH) 2 of not less than 90 percent by weight and a residue retainage equal to the retainage specified in Part 2.01 above.

C. Supply Type B, commercial lime slurry, with a "dry solids content" of at least 31% by weight of the slurry (Grade 1).

D. Procure mixing water only from County of Hidalgo water mains. The Contractor shall make arrangements with the Water Department to obtain a meter and subsequent payment for water used.

2.03 QUICKLIME (MASON'S LIME):

A. Provide quicklime, as a dry powder in a tank, to form a lime slurry.

PART 3 - EXECUTION

3.01 GENERAL:

A. Provide a completed course of treated materials containing a uniform lime mixture, free from loose or segregated areas, of uniform density and moisture content, well bound for its full depth, and with a smooth surface and suitable for placement of subsequent courses.

B. Regulate sequence work, use proper amounts of lime, maintain the work and rework the courses as necessary to meet the requirements of this specification.

C. Construct and shape roadbed to conform with typical sections, lines and grades as shown on the plans, or as directed by the ENGINEER.

D. Excavate materials to be treated to the proposed bottom of lime treatment grade, or secondary grade and remove or window to expose.

E. Correct any wet or unstable material below the secondary grade by scarifying, adding lime and compacting until uniform stability is achieved.

F. Use a cutting or pulverizing machine, as applicable, to remove subgrade material accurately to secondary grade and to pulverize the material at the same time. When cutting or pulverizing machine is used, the requirement for exposing and windowing the material is waived.

G. Roll subgrade before use of pulverizing machinery and correct any soft areas that rolling operations shall reveal.

H. Materials for new bases and sub-bases shall be delivered, placed and spread in the required amount per station. The material shall be thoroughly mixed prior in the same working day.

I. Lime shall be spread only on that area where first mixing operation can be completed in the same working day.

3.02 SLURRY PLACING:

A. Mix lime, in amounts as shown on plans or as specified by the Materials Engineering Laboratory, with water in trucks or approved distributors and apply as a thin water suspension or slurry.

B. The distribution of lime at the rates shown on the plans, as directed herein, and/or as directed by the ENGINEER. Shall be attained by successive passes over a measured surface of roadway until the proper moisture and lime content is achieved.

C. Lime slurry distributors shall be equipped with an agitator for maintaining lime and water in a uniform mixture.

3.03 DRY PLACING:

A. Spread lime by an approved screw type spreader box or by bag distribution at the rate shown in the plans.

B. Distribute lime at a uniform rate and in such a manner as to reduce scattering of lime to a minimum. Lime shall not be applied when wind conditions, in the opinion of the ENGINEER, will cause objectionable blowing of lime to traffic or adjacent properties.

C. Motor graders shall not be used to spread lime.

D. Sprinkle material until proper moisture and lime content has been secured.

3.04 MIXING

A. Mixing procedures shall be the same for "Dry Placing" or "Slurry Placing" or lime.

B. Treatment for Materials in Place:

1. Thoroughly mix material and lime using approved road mixers or other approved equipment, until a homogeneous, friable mixture of material is obtained, free from all clods and lumps.
2. Mix as thoroughly as possible at the time of lime application of materials containing plastic clay or other materials not readily mixed with lime, bring to proper moisture content, seal with a pneumatic roller, and leave to cure one to four days, as directed by the ENGINEER.
3. During curing period, material shall be kept moist by method(s) approved by the ENGINEER.
4. Uniformly mix, after required curing time, using approved methods.
5. Clods in soil binder - Lime mixture shall be reduced in size by raking, blading, dicing, harrowing, scarifying or by other approved pulverization methods such that non-slaking aggregates obtained on the No. 4 sieve are removed. The remainder of the material shall meet the following requirements when test dry by laboratory sieves:

Minimum Passing 1 3/4 inch	100%
Minimum Passing No. 4 Sieve	60%

C. Treatment of New Material

1. Thoroughly mix and blend, using approved road mixers or other approved equipment, the base or sub-base material, lime and required water until a homogeneous, friable mixture is obtained.
2. When lime is placed as a slurry and mixed by use of blades, the material shall be bladed as the lime water mixture is applied.

D. During the time between application and mixing, hydrated lime that has been exposed to the open air for a period of six hours or more, or to excessive loss due to washing or blowing, shall not be accepted for payment.

3.05 COMPACTION:

A. Compaction of the mixture shall begin immediately after final mixing and in no case later than three calendar days after final mixing.

B. Aerate or sprinkle material as required to provide optimum moisture.

C. Compaction shall begin at the bottom and shall continue until entire depth of mixture is uniformly compacted to 95% of maximum density as determined by AASHTO T-99, Method C.

D. If any portion fails to meet the density specified, it shall be reworked as required to obtain specified density.

3.06 FINISHING, CURING, AND PREPARATION FOR SURFACING:

A. Shape surface after compaction to the required lines, grades, and cross sections, followed by thorough rolling sufficiently light to prevent hair-line cracking.

B. Complete section shall be moist cured for a minimum of seven days before further coursed are added or any traffic permitted, other than sprinkling equipment.

C. The surface or compacted layer shall be kept moist until covered by other base or paving material, or until an application of CSS-1 or SS-1 emulsified asphalt as a curing seal. Curing seal shall be applied as soon as possible after final rolling at a rate of 0.10 to 0.20 gallons per square yard. The exact rate will be as directed by the ENGINEER.

No equipment or traffic will be permitted on lime treated materials for 72 hours after application of curing seal.

3.07 MAINTENANCE:

A. Maintain the completed lime treated material within the limits of contract, in condition satisfactory to the ENGINEER as to grade, crown and cross section until surface course is constructed.

B. Immediately repair all irregularities and defects that may occur at no cost to the County and as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. Lime treatment shall be measured for payment in square yards for the thickness of material shown on the plans for the surface area of completed and accepted work. Lime treatment shall be paid for at the contract unit price per square yard.

B. Lime will be measured by the ton 2000 pounds dry weight. Lime will be paid for at the contract unit cost per ton of 2000 pounds dry weight.

C. The contract unit price for lime treatment shall be the total compensation for preparing roadbed; for loosening, pulverizing, application of lime, water content of slurry mixture and the mixing water; mixing, shaping, sprinkling, compacting, finishing, curing and maintaining; for manipulations required, for all labor, equipment, fuels, tools and incidentals necessary to complete the work.

D. The contract unit price for lime shall be full compensation for furnishing the material; for all freight involved; for all unloading, storing and hauling; and for all labor, equipment, fuels, tools, and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 02601

FLEXIBLE BASE

PART I - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing and placing a foundation course for surface courses or for other base courses.

B. Flexible base shall be composed of either caliche (argillaceous limestone, calcareous or calcareous clay particles, with or without stone, conglomerate, gravel, sand or other granular materials), crushed stone, gravel, iron ore topsoil, shell, or crushed slag.

C. Flexible base shall be constructed as specified herein in one or more courses in conformance with details, lines and grades shown on the plans, and as established by the ENGINEER.

PART 2 -PRODUCTS

2.01 MATERIALS:

A. Materials for flexible base shall be crushed or un-crushed as necessary to comply with the requirements hereinafter specified.

B. Materials shall consist of durable course aggregate particles mixed with approved binding materials.

2.02 LIME STABILIZATION:

A. Where shown on the plans, or directed by the ENGINEER, material for flexible base shall be lime stabilized in accordance with the provisions of Section 02240.

2.03 TYPES:

A. Type A - Crushed or broken aggregate (excluding gravel aggregate).

B. Type B - Gravel Aggregate

C. Type C - Iron Ore Topsoil

D. Type D - Shell Aggregate with Sand Admixture

E. Type E - Shell Aggregate with Sand and Caliche Admixture

F. Type F - Caliche

G. Type G - Crushed Slag

H. Unless otherwise noted on the plans, the CONTRACTOR may use any one type of these types provided the material used meet the requirements set forth in the specification test limits herein.

2.04 GRADES:

A. Unless otherwise shown on the plans or directed by the ENGINEER, the final course of base material shall consist of Grades 1,2,3, or 4, as specified in Table 02601-1.

B. Base courses or sub-base materials, unless otherwise noted on the plans or directed by the ENGINEER, may consist of Grades 1, 2, 3, or 4, as specified in Table 02601-1.

C. All grades shall, when tested in accordance with standard laboratory test procedures, meet the physical requirements set forth in Table 02601-1.

D. Testing of flexible base materials shall be in accordance with the following test procedures:

TEST	TESTING PROCEDURE
Preparation for soil constants and sieve analysis	TEX-101-E
Liquid Limit	TEX-104-E
Plastic Limit	TEX-105-E
Plasticity Limit	TEX-106-E
Sieve Analysis	TEX-110-E
Wet Ball Mill	TEX-116-E
Triaxial Tests	TEX-117-E (Part I or II)

E. Unless otherwise specified on the plans, samples for testing the material for Soil constants, Gradation and Wet Ball Mill shall be taken prior to the compaction operations.

F. Unless otherwise specified on the plans, samples for triaxial tests shall be taken from the stockpile or from production, as directed by the ENGINEER, where stockpiling is required and from production where stockpiling is not required.

TABLE 02601-1

PHYSICAL REQUIREMENTS FOR FLEXIBLE BASE MATERIALS

	GRADES			
TYPES	**GRADE 1:**	**GRADE 2:**	**GRADE 3:**	**GRADE 4:**
	(Triaxial Class 1 Min compressive strength, psi: 45 at 0 psi lateral pressure and 175 at 15 psi lateral pressure.	(Traxial class 1 to 2.3) Min. compressive strength, psi: 35 at 0 psi lateral pressure and 175 at 15 psi lateral pressure.	(Unspecified Triaxial Class)	
TYPE A	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Crushed or Broken Aggregate (excluding gravel aggregate)	1-3/4.....0 7/8".....10-35 3/8".....30-50 No. 4 .....45-65 No. 40 .....70-85 Max LL.....35 Max PI.....10 **Wet Ball Mill** Max Amt.....40 Max Increase in Passing No. 40 20	!-3/4".....0-10 No. 4 .....45-75 No. 40 .....60-85 Max LL .....40 Max PI .....12 **Wet Ball Mill** Max. Amt. .....50 Max Increase in Passing No. 40 20	1-3/4" ..... 0-10 No. 40 ..... 60-85 Max LL .....45 Max PI.....15 **Wet Ball Mill** Max. Amt.....55 Max. Increase in Passing No. 40 20	As Shown On Plans
TYPE B	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Gravel Aggregate		1-3/4".....0-10 No. 4 .....30-75 No. 40 .....70-85 Max LL .....35 Max PI.....12	1-3/4" 0-5 No. 4 30-75 No. 40 ..... 65-85 Max. LL .....35 Max. PI.....12	As Shown On Plans
TYPE C	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Iron Ore Topsoil		2-1/2".....0 No. 40 .....50-85 Max. LL .....35 Max. PI.....12	2-3/4" .....0 No. 40 ..... 45-85 Max. LL .....35 Max. PI.....12	As Shown On Plans

TABLE 02601-1 CONT'D

TYPE D		Retained on Sq. Sieve %	Retained on Sq. Sieve %	
Sand-Shell		1-3/4"....0-10 No. 4 ....45-65 No. 40 ....50-70 Max. LL ....35 Max. PI 12	1-3/4" .... 0-10 No. 40 .... 45-65 Max. LL ....35 Max PI....12	As Shown On Plans
TYPE E		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Shell with Sand and Caliche		1-3/4"....0 No. 40 ....45-65 Max. LL ....35 Max. PI 10	1-3/4" ....0 No. 40 .. .... 45-65 Max. LL ....35 Max. PI....12	As Shown On Plans
TYPE F		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Caliche		1-3/4"....0 No. 4 ....45-75 No. 40 ....50-85 Max. LL ....40 Max. PI 12	1-3/4" ....0 No. 40 .... 50-85 Max. LL ....40 Max. PI....12	As Shown On Plans
TYPE G				
Crushed Blast Furnace Slag				As Shown On Plans

G. The limits establishing reasonable close conformity with the specified gradation and plasticity index are defined by the following:

1. The ENGINEER may accept the material, providing not more than 2 of 10 consecutive gradation tests performed are outside the specified limits on any individual or combination of sieves by no more than 5% and where no two consecutive tests are outside the specified limits.
2. The ENGINEER may accept the material providing not more than 2 of 10 consecutive plasticity index samples tested are outside the specified limit by no more than two points and where no two consecutive tests are outside the specified limit.

2.05 STOCKPILING:

A. When specified on the plans, the material shall be stockpiled prior to delivery on the road. The stockpile shall be not less than the height indicated and shall be made up of layers of material not to exceed the depth shown on the plans.

B. After a sufficient stockpile has been constructed as specified on the plans, the CONTRACTOR may proceed with loading from the stock- pile for delivery to the road.

C. In loading from the stockpile for delivery to the road, the material shall be loaded by making successive vertical cuts through the entire depth of the stockpile.

D. If the CONTRACTOR elects to produce the Type a material from more than one material or more than one source, each material shall be crushed separately and placed in separate stockpiles so that at least 75 percent of the material in the course aggregate stockpiles will be retained on the No. 4 sieve and at least 70 percent of the material in the fine aggregate stockpile will pass the No. 4 sieve.

E. The materials shall be combined in a central mixing plant in the proportions determined by the ENGINEER to produce a uniform mixture which meets all of the requirements of the specification. In the event that combinations of the materials produced fail to meet all of the specification requirements, the CONTRACTOR will be required to secure other materials which will meet specifications requirements.

F. The central mixing plant shall be either the batch or continuous flow type, and shall be equipped with feeding and metering devices which will add the materials into the mixer in the specified quantities.

G. Mixing shall continue until a uniform mixture is obtained.

PART 3 - EXECUTION

3.01 PREPARATION OF SUBGRADE:

A. Type roadbed shall be excavated and shaped in conformity with the typical sections shown on the plans and to the lines and grades as established by the ENGINEER.

B. All unstable or otherwise objectionable material shall be removed from the sub-grade and replaced with approved material.

C. All holes, ruts and depressions shall be filled with approved material and, if required, the sub-grade shall be thoroughly wetted with water and reshaped and rolled to the extent directed in order to place the sub-grade in an acceptable condition to receive the base material.

D. The surface of the sub-grade shall be finished to line and grade as established and in conformity with the typical section shown on plans, and any deviation in

excess of 1/2 inch in cross section and in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

E. Sufficient sub-grade shall be prepared in advance to insure satisfactory prosecution of the work.

F. Material excavated in the preparation of the sub-grade shall be utilized in the construction of adjacent shoulders and slopes or other- wise disposed on as directed, and any additional material required for the completion of the shoulders and slopes shall be secured from sources indicated on plans or as directed by the Engineer.

3.02 PLACEMENT OF FIRST COURSE - TYPE A, TYPE B, TYPE C, TYPE F, AND TYPE G MATERIAL:

A. Immediately before placing the base material, the sub-grade shall be checked as to conformity with grade and section.

B. The material shall be delivered in approved vehicles of a uniform capacity, and it shall be the charge of the CONTRACTOR that the required amount of specified material shall be delivered in each 100- foot station.

C. Material deposited upon the sub-grade shall be spread and shaped the same day.

D. In the event inclement weather or other unforeseen circumstances render impractical the spreading of the material during the first 24-hour period, the materials shall be scarified and spread as directed by the Engineer.

E. The material shall be sprinkled, if directed, and shall then be bladed, dragged and shaped to conform to typical sections as shown on plans.

F. All areas and "nests" of segregated coarse or fine material shall be corrected to removed and replaced with well graded material, as directed by the ENGINEER.

G. If additional binder is considered desirable or necessary after the material is spread and shaped, it shall be furnished and supplies in the amount directed by the ENGINEER. Such binder material shall be carefully and evenly incorporated with the material in place by scarifying, harrowing, brooming or by other approved methods.

H. The course shall be compacted by method of compaction hereinafter specified as the "Ordinary Compaction" method or the "Density Control" method of compaction as indicated on the plans, or as directed by the ENGINEER.

1. When the "Ordinary Compaction" method is to be used, the following provisions shall apply:

a) The course shall be sprinkled as required and rolled ad directed until a uniform compaction is secured. Throughout this entire operation,

the shape of the course shall be maintained by blading and the surface upon completion shall be smooth and in conformity with the typical sections shown on plans and to the established lines and grades.

b) In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

c) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

2. When the "Density Control" method of compaction is to be used, the following provisions shall apply:

a) The course shall be sprinkled as required and compacted to the extent necessary to provide not less than the percent density as hereinafter specified under "Density".

b) In addition to the requirement specified for density, the full depth of the flexible base shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment.

c) After each section of flexible base is completed, tests as necessary will be made by the ENGINEER. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements.

d) Throughout this entire operation, the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical sections shown on the plans and to established lined and grades.

e) In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section in a length of 16 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

f) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

I. Should the base course, due to any reason or cause, lose the required stability, density or finish before the surfacing is complete, it shall be re-compacted and refinished at the sole expense of the CONTRACTOR.

J. Where Type C material is used, the material shall be scarified, thoroughly wetted, mixed, manipulated, and bladed so as to secure a uniformly wetted material, and pulled in over the sub-grade in courses and set under the action of blading and rolling. The work of mixing, blading, rolling, shaping, and subsequent maintenance shall be performed by the continuous use of sufficient number of satisfactory rollers and power maintainers with adequate scarifier attachments.

3.03 PLACEMENT OF FIRST COURSE - TYPE D MATERIAL:

A. Immediately before placing the base material, the sub-grade shall be checked as to conformity with grade and section, and corrections made if necessary.

B. All materials shall be delivered in approved vehicles of a uniform capacity.

C. The required amount of shell shall be uniformly spread across the section and allowed to dry sufficiently to insure proper slaking and mixing of the binder material. Immediately upon completion of the drying period, as determined by the ENGINEER, the specified amount of sand admixture as required to produce a combined material meeting the requirements hereinbefore specified, shall be spread uniformly across the shell.

D. The material shall then be sprinkled as required and thoroughly mixed by blading and harrowing, or other approved methods.

E. Failure to proceed with the placing of sand admixture or mixing and placing operations will be grounds for the suspension of placing of shell.

F. Under no conditions will the CONTRACTOR be allowed to place an excessive amount of shell without proceeding with the mixing and placing operations.

G. The course shall be compacted by the method of compaction hereinafter specified as the "Ordinary Compaction" method or the "Density Control" method of compaction as indicated on the plans, or as directed by the ENGINEER.

1. When the plans indicate that the "Ordinary Compaction" method is to be used, the following provisions shall apply:

a) After mixing, all material shall be windrowed, and then spread over the section in layers.

b) The layer shall not exceed 2 inches in loose depth.

c) If necessary to prevent segregation, the material shall be wetted in the window prior to spreading.

d) After each lift is spread, it shall be sprinkled and rolled to secure maximum compaction as directed by the ENGINEER. Succeeding layers shall then be placed similarly until the course is completed.

e) All areas and "nest of segregated coarse or fine material shall be corrected or removed and replaced with well graded material, as directed by the ENGINEER.

f) The course shall then be sprinkled as required and rolled as directed until a uniform compaction is secured.

g) Throughout this entire operation, the shape of the course shall be maintained by blading; and the surface, upon completion, shall be smooth and in conformity with the typical sections shown on plans, and to the established lines and grades.

h) In that area on which pavement is to be place, any deviation in excess of 1/4 inch in cross section in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

i) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

2. When the plans indicate that the "Density Control" method of compaction is to be used, the compaction method shall be the same as prescribed for Type A, Type B, Type C, Type F and Type G material.

H. When indicated on the plans or permitted by the ENGINEER, Type D material may be mixed in a central mixing plant and delivered to the road as a combined mixture. When this method is used, the combined mixture shall meet the requirements for type D material as hereinbefore specified and the placing and compaction requirement shall be the same as prescribed for Type A, Type B, Type C, Type F and Type G material.

3.04 PLACEMENT OF FIRST COURSE - TYPE E MATERIAL:

A. The construction methods for placing the first course of Type E material shall be the same as prescribed for Type D material except that after the shell and sand have been placed, the prescribed amount of caliche shall then be spread across the sand and shell.

B. The composite mixture shall then be sprinkled as required and thoroughly mixed by blading and harrowing or other approved methods.

C. Compaction of the first course of Type E material shall be the same as prescribed above for Type D material.

D. Failure to proceed with placing the sand and caliche admixture or mixing and placing operations will be grounds for the suspension of placing of shell.

E. Under no conditions will the CONTRACTOR be allowed to place an excessive amount of shell without proceeding with the mixing and placing operations.

3.05 PLACEMENT OF SUCCEEDING COURSES - ALL MATERIAL TYPES:

A. Construction methods shall be the same as prescribed for the first course.

B. Prior to placing the surfacing on the completed base, the base shall be "dry cured" to the extent directed by the ENGINEER.

3.06 DENSITY CONTROL:

A. When the "Density Control" method of compaction is indicated on the plans, each course of flexible base shall be compacted to the percent density shown on the plans.

B. The testing will be as outlined in Test Method Tex-114-E.

C. It is the intent of this specification to provide in that part of the base included in the top 8 inches immediately below the finished surface of the roadway not less than 100 percent of the density as determined by the compaction ratio method.

D. Field density determination shall be made in accordance with Test Method Tex-115-E.

3.07 TOLERANCES:

A. When tolerances are permitted by the plans, the limits establishing reasonable close conformity with percent density specified are defined by the following:

1. The ENGINEER may accept the work providing not more than 25 percent of the density tests performed each day are outside the specified density by no more than three pounds per cubic foot and where no two consecutive tests on continuous work are outside the specified limits.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Flexible base will be measure by the square yard of surface area of completed and accepted work based on the width of flexible base as shown on the plans.

1. The flexible base shall be measured for depth by the units of 2000 square yards, with one measurement taken at a location selected by the ENGINEER.
2. In that unit where flexible base is deficient by more than 1/2 inch in thickness, the deficiency shall be corrected by scarifying, adding material as required, reshaping and re-compacting by sprinkling and rolling.

3. No additional payment over the contract unit price will be made for any flexible base of a thickness exceeding that required by plans.

B. The CONTRACTOR shall schedule his operations in such a manner as to facilitate the measurement of the pay item.

C. The ENGINEER may accept the work provided no more than 2 out of 10 depth tests performed are deficient by not more 1/2 inch and where no two consecutive tests on continuous work are outside the specified depth.

4.02 PAYMENT:

A. The accepted quantities of flexible base of the type, grade, and compaction method specified will be paid at the contract unit bid price per square yard, complete in place.

B. Where "Ordinary Compaction" is used, all sprinkling, rolling, and manipulation required will not be paid for directly, but will be incidental to other bid items.

C. The unit prices bid shall each be full compensation for shaping and fine grading the roadbed; for securing and furnishing all materials, including all royalty and freight involved; for furnishing scales and labor involved in weighing the material when required; for loosening, blasting, excavating, screening, crushing and temporary stockpiling when required; for loading all materials for all hauling and delivering. on the road; for spreading, mixing, blading, dragging, shaping and finishing and for all manipulation, labor, tools and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 02610

PRIME COAT

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION:

A. Prime coat shall consist of application of asphaltic materials on completed base course and/or other approved area, which shall be applied in accordance with these specifications, as shown on the plans, and as directed by the ENGINEER.

1.02 QUALITY ASSURANCE:

A. Test and Certification of Bituminous Materials.

1. Bituminous material is to be tested in accordance with the requirements of AASHTO M-82 and sampled in conformance with AASHTO T-40.
2. Supply, at the time of delivery of each shipment of asphalt, two certified copies of test reports, from supplying vendor, to the ENGINEER.
3. Test reports shall indicate name of vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and result of specified tests.

   The test report, signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the specifications for type and grade indicated.

   Certified test reports and the testing required in the preparation of such report shall be at no cost to the COUNTY.

4. Final acceptance of bituminous materials shall be dependent on the determination by the ENGINEER that the material meets prescribed standards.

PART 2- PRODUCTS

2.01 MEDIUM CURING CUTBACK ASPHALT:

A. Medium-curing liquid asphalt, designated by the letters MC, shall consist of an un-cracked petroleum base stock, produced by the processing of asphaltic or semi-asphaltic base crude petroleum, blended with a kerosene-type solvent. The base stock for all MC materials shall be straight run asphalt produced within the penetration range of 100 to 300, and the end point of the kerosene type solvent shall not exceed 525 degrees F. Medium curing liquid cutback asphalt shall be free from water and show no separation.

B. Medium curing cutback asphalt shall consist of materials specified above and

conforming to the requirements set forth in Table 2610-1.

C. Unless otherwise noted on the plans or directed by the ENGINEER, cutback asphalt Grade MC-30 shall be used.

2.02 BLOTTER MATERIAL:

A. Supply blotter material consisting of native sand and/or sweepings from base course.

B. Native sand shall be local material obtained from approved sources as approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Unless otherwise specified on the plans or, required by the ENGINEER, only asphaltic material shall be used. Where required, a combination of asphaltic and blotter material shall be used.

B. Application of Asphaltic Materials Only.

1. Apply prime coat to prepared surface when ambient air temperature is above 40 degrees F. and is rising and shall not be applied when the ambient air temperature is below 50 degrees F. and falling.
2. Apply prime coat to surfaces that have been cleaned by sweeping or other approved methods and where base is thoroughly dry and satisfactory for receiving prime coat.
3. Apply prime coat to cleaned base, at a rate of 0.2 to 0.5 gallons per square yard of surface area, using an approved type of self-propelled pressure distributor so constructed and operated to distribute the material evenly and smoothly.
4. Provide necessary facilities for the determination of temperature of asphaltic material in all heating equipment and distributors; and for determination of rate at which it is applied; and for securing uniformity at the junction of two distributor loads.
5. Keep in clean and good working condition all storage tanks, piping, reports, booster tanks and distributors used in the storage and handling of asphaltic materials.
6. Operate all associated equipment in a manner such that there is no contamination of asphaltic material with foreign material.
7. Calibrate distributor and furnish ENGINEER with an accurate and satisfactory record of such calibrations.

TABLE 2610-1

Specification Designation	Test	AASHTO Test Method	ASTM MC Method		Grade MC 30	MC 70	MC 250	MC 800	MC 3000
Flash Point (Open Cleve) oF, Min.		T 48	D 92		100	100	150	150	150
Viscosity 140oF, Kinematic, CS		T 201	D 2170	60	30 to 140	70 to 500	250 to 1600	800 to 6000	3000 to
Furol Viscosity		T 72	D 88						
at 77 F. (Secs.)					75-150				
at 122 F. (Secs.)					60-120	300			
at 140 F. (Secs.)					125-250	to			
at 180 F. (Secs.)					100-200	600			
Distillation Distillate (% of Total Distillate		T 78	D 402						
to 680 F)									
to 437 F)					0-25	0-20	0-10	-0-	-0-
to 500 F					40-70	25-60	20-55	10-35	0-15
to 600 F					75-93	75-90	70-85	65-80	50-75
Residue from Distillation to 680 F Volume % by Difference Min.					50	55	67	75	80
Tests on Residue From Distillation Penetration at 77 F		T 49	D 5		120 to 250	120 to 250	120 to 250	120 to 250	120 to 250
*Ductility 77 F cm., Min.		T 51	D 113		100	100	100	100	100
Solubility in CC1 4, % Min.		T44	NONE	99.5	99.5	99.5	99.5	99.5	

Water, % Min.	T 55	D 95	0.2	0.2	0.2	0.2	0.2
Reaction to Spot Test	T 102**	-0-		-0-	-0-	-0-	-0-

* If penetration of residue is more than 200 and its ductility at 77 F is less than 100, the material will be acceptable if the ductility at 60 F is greater than 100.

** Using 85% Standard Naphtha and 15% Xylene.

NOTE: Viscosity tests may be made by either Kinematic or Furol test methods.

8. Recalibrates distributor, in a manner satisfactory to the ENGINEER, after the beginning of work, should the yield on the asphaltic material applied appear to be in error.
9. No traffic, hauling or placing of subsequent courses shall be permitted over freshly applied prime coat until authorized by the ENGINEER.
10. Apply asphaltic material at a temperature within 15 F of temperature of application selected by the ENGINEER based on temperature viscosity relationship noted in Table 2610-1.
11. Maintain surface until work is Blotter Material.

C. Application of Asphaltic and Blotter Material

1. Haul blotter material in vehicles of uniform capacity and placed on shoulders at spacings designated by the ENGINEER.
2. After application of asphaltic material as specified above, cover surface with blotter material as directed by the ENGINEER.
3. After application of blotter material, drag surface with approved drag broom, evenly and smoothly distributing the blotter material.
   Brooming or dragging operation shall continue, as directed by the ENGINEER, until the course has properly cured under traffic.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PRIME COAT:

A. Asphaltic material for prime coat will be measured for payment at point of delivery on the project in gallons at applied temperature. Payment will be paid at the unit bid price for "Prime Coat".

B. When not listed as a separate contract pay item, prime coat shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all material, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

4.02 BLOTTER MATERIALS:

A. Blotter mater will be considered incidental to asphaltic material for prime coat with no direct payment or payment therefor.

*** * * * END OF SECTION * * * ***

SECTION 02612

HOT MIX ASPHALT CONCRETE PAVEMENT

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Hot mix asphalt concrete (HMAC) pavement shall consist of a binder course, a leveling up course, a surface course or a combination of the courses as shown on the plans, or as directed by the ENGINEER.

B. HMAC pavement shall be composed of a compacted mixture of mineral aggregate and asphaltic material, constructed on previously completed and approved sub-grade, sub-base course, base course, or existing pavement.

C. HMAC pavement shall be in accordance with the specifications herein and in conformity with the lines, grades, quantities and typical sections in the contract and/or as directed by the ENGINEER.

1.02 QUALITY CONTROL:

A. HMAC pavement and its constituent part shall conform to the ASTM, AASHTO and/or Texas SDHPT test methods noted below.

PART 2 PRODUCTS

2.01 ASPHALTIC MATERIALS

A. Asphalt cement binders shall be un-cracked petroleum asphalt and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum source other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogeneous, free from water, and shall not foam when heated to 347 degrees F.

B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, that the CONTRACTOR will remain with that grade throughout the project.

TABLE 02612-1

Specification Designation	AASHTO Test Method	ASTM Test Method	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Flash Point (Open Cup Min.)	T48	D92		450	450	450	425	350
Penetration of Original Sample at 77 F	T49	D5	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Thin-Film Oven Loss Hours at 325 F, % Max	T179	D1754	0.75	0.75	0.75	0.75	1.00	1.00
Test of Residue from Thin-Film Oven Test % or Orig. Pen., Min.	T49	D5	52	50	50	50	50	50
Ductility at 77 F, cm. after Loss at 325 F, Min.	T51	D113	50	50	100	100	100	100
Solubility in CC1 4 Min.	T44*	None	99.5	99.5	99.5	99.5	99.5	99.5
Reaction to Spot Test	T102**	None	-0-	-0-	-0-	-0-	-0-	-0-

* Procedure No. 1 with CC1 4 substituted for CS2.

** Using 85% Standard Naphtha Solvent and 15% xylene,

TABLE 02612-2

	OA-30		OA-175*8		OA-400	
TYPE-GRADE	**MIN.**	**MAX.**	**MIN.**	**MAX.**	**MIN.**	**MAX.**
Penetration at 32 F, 200g., 60 sec.	15	--	--	--	--	--
Penetration at 77 F, 100g., 5 sec.	25	35	150	200	--	--
Penetration at 115 F, 50g., 5 sec.	--	65	--	--	--	--
Ductility at 77 F, 5 Original OA	2	--	70	--	--	--
Flash Point C.O.C., F	450	--	425	--	425	--
Softening Point, R. & B., F	185	--	95	130	--	--
Thin Film Oven Test, 1/8 in. Film 50g., 5 hrs., 325 F, % Loss by Wt.	--	0.4	--	1.4	--	2.0
Penetration of Residue, at 77 F, 100g., 5 sec. % of Original Pen	--	--	40	--	--	--
Ductility of Residue at 77 F, 5 cm/min., cms	--	--	--	100	--	--
Solubility in Trichloroethylene, %	99.0	---	99.0	---	99.0	---
Spot Test on Original OA	**Neg.**		**Neg.**		**Neg.**	
Float Test at 122 F, sec.	--	--	--	--	120	150
Test on 85 to 115 Pen. Residue* Residue by Wt., %	--	--	--	--	--	75
Ductility, 77 F, 5 cm/min.: Original Res., cms.	--	--	--	--	100	---
Subjected to Thin Film Test, cms	--	--	--	--	100	--

* Determined by Vacuum Distillation (by evaporation if unable to reduce by vacuum).

** For use with Latex Additive only

TABLE 02612-3

PROPERTIES	AC-1.5		AC-3		AC-5		AC-10		AC-20		AC-20	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Viscosity, 140 F stokes...	150	50	300	100	500	100	1000	200	2000	400	4000	800
Viscosity, 275 F stokes.....	0.7	--	1.1	--	1.4	--	1.9	--	2.5	--	3.5	--
Penetration, 77 F 100 g, 5 sec	250	--	210	--	135	--	85	--	55	--	35	--
Flash Point, C.O.C., F...	425	--	425	--	425	--	450	--	450	--	450	--
Solubility in trichloroethylene percent.....	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--
Test on residues from thin film oven test:												
Viscosity, 140 F stokes.....	--	450	--	900	1500	--	3000	--	6000	--	--	12000
Ductility, 77 F, 5 cms per min, cms	100	--	100	--	100	--	70	--	50	--	30	--
Spot Test.. . . .	Negative for all grades											

C. A minimum of two percent, by weight, latex additive (solid basis) shall be added to the OA-175 Asphalt or to AC-5 Asphalt when specified in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ration, B/S..... 70/30
Minimum solids content..... 67%

Solids content per gal. @ 67%..... 5.3 lbs.
Coagulum on 80-mesh screen.....0.01% max.
Type Anti-oxidant.....staining
Mooney viscosity of Polymer(M/L 4@212F) 100 min.

PH of Latex ..... 9.4 - 10.5
Surface tension ..... 28 - 42 dynes/cm2

The finished latex-asphalt blend shall met the following requirements:

Viscosity at 140 F, stokes. ..... 1500 max.
Ductility at 39.2 F. 1 cm. per., cm ..... 100 min.

D. Asphalt content shall be within the limits noted below:

HMAC Type	Percent of Mixture by Weight	Percent of Mixture by Volume
"A"	3.5 - 7.0	8.0 - 16.0
"B"	3.5 - 7.0	8.0 - 16.0
"C"	3.5 - 7.0	8.0 - 16.0
"D"	4.0 - 8.0	9.0 - 19.0
"F"	3.5 - 6.5	8.0 - 16.0

E. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.

F. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report relates an any work in which it may have been incorporated as an integral component will be only tentatively accepted by the COUNTY. Final acceptance will be dependent upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefor. The certified test reports and the testing required in connection with the reports will be at the expense to the COUNTY.

G. Unless otherwise specified in these specifications or in the Supplementary Specifications, the various grades of paving asphalt shall be applied at a temperature range of from 210 F, the exact temperature to be determined by the ENGINEER.

H. Paving asphalt shall be heated in such a manner that steam or hot oils will not be introduced directly into the paving asphalt during heating. The CONTRACTOR shall furnish and keep on the site, at all times, an accurate thermometer suitable for determining the temperature of the paving asphalt.

I. HMAC asphalt shall be the grade having the highest penetration, within specified

limits, to produce a mix having a maximum stability of the compacted mixtures.

J. Only one (1) grade of asphalt shall be required unless otherwise shown on the plans or as required by the ENGINEER.

2.02 AGGREGATES:

A. HMAC aggregate will be tested in accordance with the following test:

AASHTO T-30	Mechanic Testing
AASHTO T-27	Passing No. 200 Sieve
AASHTO T-89	Liquid Limit
AASHTO T-96	Los Angeles Abrasion
AASHTO T-104	Soundness (Magnesium Sulfate)
ASTM C - 131	Resistance to Degradation
ASTM C - 136	Sieve Analysis
ASTM C -2419	Sand Equivalence Value
SDHPT Tex - 416 - E	Method of Calculating Plasticity Index of Solids
SDHPT Tex - 217 - F	(I & II) Determination of Deleterious Materials and Decantation Test
SDHPT Tex - 203 - F	Quality Test for Mineral Aggregates

B. Aggregates shall have an abrasion of not more than 40 for all course except the non-skid surface course, which shall have an abrasion of not more than 35.

C. When property proportioned, HMAC aggregate shall produce a gradation which will conform to the limitations for classification for HMAC type shown below, or as directed by the ENGINEER.

D. Course aggregate to be crushed limestone rock or crushed gravel with hydrated lime or limestone filler. (Crushed gravel shall be per Highway Department Specifications.)

E. Binder aggregate to be composed of 15% crushed limestone screening or as directed by the ENGINEER.

1. Type "A" - Course Graded Base Course

Percent Aggregate by

	Weight or Volume
Passing 2" sieve	100
Passing 1-3/4" sieve	95 to 100
Passing 1-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 40 sieve, retained on No. 10 sieve	5 to 21
Total retained on No. 10 sieve	68 to 84
Passing No. 10 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

2. Type "B" - Fine Graded or Leveling-Up Course

	Percent Aggregate by Weight or Volume
Passing 1" sieve	100
Passing 7/8" sieve	95 to 100
Passing 7/8" sieve	21 to 53
Passing 3/8" sieve, retained on 3/8" sieve	11 to 42
Passing No. 4 sieve, retained on NO. 10 sieve	5 to 26
Total retained on No. 10 sieve	58 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on NO. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

3. Type "C" - Course Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve, retained on 3/8" sieve	95 to 100
Passing 3/8" sieve, retained on No. 4 sieve	11 to 37
Passing No. 4 sieve, retained on No. 10 sieve	11 to 32
Total retained on No.10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

4. Type "D" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 1/2" sieve	to 100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No. 4 sieve	21 to 53
Passing No. 4 sieve, retained on No. 10 sieve	11 to 32
Total retained on No. 10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

5. Type "F" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No.10 sieve	58 to 73
Passing No. 10 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

2.03 PRIME COAT:

A. Prime coat, when specified on the plans, or as directed by the ENGINEER, shall be in accordance with Section 02610 - Prime Coat, and as specified herein.

B. Prime coat shall be applied to surfaces of bases at least 12 hours prior to placing the HMAC unless otherwise directed by the ENGINEER.

C. Asphalt prime shall be applied uniformly at the rate of 0.10 to 0.30 gallon per square yard or as directed by the ENGINEER. It shall be applied only when permitted by the ENGINEER and when the air temperature is not less than 40 F.

D. In order to prevent lapping at the junction of two applications, the distributor shall be promptly shut off. A hand spray shall be used to touch up all spots unavoidably missed by the distributor.

E. Immediately prior to application of the asphalt prime, an inspection will be made by the ENGINEER to verify that the base course has been constructed as specified. Also, all loose and foreign material shall be removed by light sweeping. Material so removed shall not be mixed with cover aggregate.

F. The surface to be primed shall be in a smooth an well-compacted condition, true to grade and cross section, and free from ruts and inequalities.

G. The pressure distributor used for applying prime coat material shall be equipped with pneumatic tires and shall be so designed and operated as to distribute the prime material in a uniform spray without atomization, in the amount an between the limits of temperature specified. It shall be equipped with a speed tachometer registering feet per minute and so located as to be visible to the truck driver to enable him to maintain the constant speed required for application at the specified rate.

H. The pressure distributor shall be equipped with a tachometer registering the pump speed, pressure gauge, and a volume gauge. The rates of application shall not vary from the rates specified by the ENGINEER by more than 10%. Suitable means for accuracy indicating at all times the temperature of the prime material shall be provided. The thermometer well shall be so placed as not to be in contact with a heating tube.

I. The distributor shall be so designed that the normal width of application shall not be less than 6 feet, with provisions for the application of lesser width when necessary. If provided with heating attachments, the distributor shall be so equipped and operated that the prime material shall be circulated or agitated through the entire heating process.

J. The asphalt prime coat should preferably be entirely absorbed by the base course and, therefore, require no sand cover. If, however, it has not been completely absorbed prior to the start of placing the asphalt concrete mixture and in the meantime it is necessary to permit traffic thereon, just sufficient sand shall be spread over the surface to blot up the excess liquid asphalt and prevent picking it up under traffic. Also, sand shall be used in areas where traffic may pass over the prime coat. Prior to placing the asphalt concrete, loose or excess sand shall be swept from the base. If a sand cover is specified in the Supplementary Specifications or noted on the plans to cover asphalt prime, it shall be applied within 4 hours after the application of said prime coat, unless otherwise ordered by the ENGINEER.

K. Liquid asphalt shall be prevented from spraying upon adjacent pavements, structures, guard rails, guide posts, culvert markers, trees, and shrubbery that are not to be removed; adjacent property and improvements; and other facilities or that portion of the traveled way being used by traffic.

L. The CONTRACTOR shall protect the prime coat against all damage and markings, both from and other traffic. Barricades shall be places where necessary to protect the prime coat. If, after prime coat has been applied satisfaction of the ENGINEER and has been accepted by him, it is distributed by negligence on the part of the CONTRACTOR, it shall be restored at his expense to its condition at the time of acceptance. No material shall be placed until the prime coat is in a condition satisfactory to the ENGINEER.

2.04 TACK COAT:

A. If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaces pavement, a tack coat shall be evenly and uniformly applied to such existing pavement preceding the placing of the asphalt concrete. The surface shall be free of water, all foreign material, or dust when the tack coat is applied. No greater area shall be treated in any one day than will be covered by the asphalt concrete during the same day. Traffic will not be permitted over tack coating.

B. Tack coat for HMAC shall consist of either rapid curing cut-back asphalt RC-2 diluted by addition of (not to exceed 15 percent by volume) an approved grade of gasoline and/or kerosene; emulsified asphalt, EA-11M diluted with 50 percent water, or a cut-back asphalt made by combining 50 to 70 percent of the asphaltic materials specified for the paving mixture with 30 to 50 percent gasoline and/or kerosene by volume.

C. Tack coat shall conform to the requirements of Section 02620 - Tack Coat, or as specified herein.

D. Application rate shall be 0.10 it 0.15 gallons per square yard as directed by the ENGINEER.

E. A similar tack coat shall be applied to the surface of any course if, in the opinion of the ENGINEER, the surface is such that a satisfactory bond cannot be obtained between it and the succeeding course.

F. When required, the contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with a tack coat immediately before the adjoining asphalt concrete is placed. Asphalt tack coat shall be applied in controlled amounts as shown on the plans or determined by the ENGINEER. Surfaces where a tack coat is required shall be cleaned to the satisfaction of the ENGINEER before the tack coat is applied.

2.05 MINERAL FILLER:

A. Mineral filler, other than hydrated lime, shall consist of a thoroughly dry stone dust, portland cement or other mineral dust approved by the ENGINEER.

B. The mineral filler shall be free from foreign or other deleterious matter.

C. When tested by the method outlines in SDHPT Test Method Tex-200-F (Part 1 or 3), mineral filler shall meet the following gradations by weight:

Passing No. 30 Sieve	95 to 100%
Passing No. 80 Sieve	75%
Passing No. 200 Sieve	55%

2.06 Anti-Stripping compound, as required in the job mix formula, shall be furnished in the amounts calculated therein.

2.07 JOB MIX FORMULA:

A. A job mix formula based on representative samples, including filler if required, shall be determines by the ENGINEER, or submitted by the CONTRACTOR for approval of the ENGINEER.

B. The resultant job mix formula shall be within the master range for the specified type of HMAC.

C. The job mix formula for each mixture shall established a single percentage of aggregate passing each required sieve size, and a single percentage of bituminous material to be added to the aggregate and shall provide for 3 to 5% air voids in the resultant design mix. During the mix design process the ENGINEER will consider other factors, in addition to air voids and Marshall stability, such as durability, water resistance and asphalt film thickness when developing the mix design.

D. After the job mix formula is established, mixtures for the project shall conform thereto within the following tolerances which may fall outside of the specified master range:

Passing 1-3/4" sieve, retained on 7/8" sieve ..... Plus or minus 5
Passing 7/8" sieve, retained on 3/8" sieve..... Plus or minus 5
Passing 5/8" sieve, retained on 3/8" sieve..... Plus or minus 5
Passing 3/8" sieve, retained on No. 4 sieve ..... Plus or minus 5
Passing No. 4 sieve, retained on No. 10 sieve ..... Plus or minus 5
Total retained on No. 10 sieve..... Plus or minus 5
Passing No. 10 sieve, retained on No. 40 sieve ..... Plus or minus 3
Passing No. 40 sieve, retained on No. 80 sieve ..... Plus or minus 3
Passing No. 80 sieve, retained on No. 200 sieve ..... Plus or minus 3
Passing No. 200 sieve..... Plus or minus 3

Asphaltic Material ..... Plus or minus 0.05 by weight or 1.2 by volume

Mixing Temperature..... Plus or minus 20 F

E. Asphaltic mixture shall be tested in accordance with SDHPT Test Method Tex-200-4 (Part I or Part III) and shall have the following laboratory values:

	Surface Course	Base Course
Density - Minimum	95%	95%
Maximum	99%	99%
Optimum	97%	97%

Stability - (Hveenm)		
Minimum	30%	30%
Maximum	45%	45%
Stability (Marshall - 75 Blow Briquette)	1500 lbs.	1500 - lbs.
Voids	3 - 7%	4 - 7%
Voids Filled With Asphalt	75 - 85%	65 - 80%
Sand Equivalent	40	40

2.08 EQUIPMENT:

A. All equipment for the handling of all material, mixing, and placing of HMAC shall be in accordance with the provisions of Texas SDHPT Item 340.

2.09 STOCKPILING, STORAGE, PROPORTIONING AND MIXING:

A. Stockpiling, storage proportioning and mixing operations shall be in accordance with the Provisions of Texas SDHPT Item 340.

PART 3 - EXECUTION

3.01 WEATHER AND TEMPERATURE LIMITATIONS:

A. Asphaltic mixture, when placed with a spreading and finishing machine, or the tack coat shall not be placed when the air temperature is 50 F and falling, but may be placed when the air temperature is 40 F and rising.

B. Asphaltic mixture, when placed with a motor grader, shall not be placed when the air temperature is 60 F and falling, but may be placed when the air temperature is 50 F and rising.

C. Mat thicknesses of 1> inches or less shall not be placed when the temperature on which the mat is to be laid is below 50 F.

D. No tack coat or asphaltic mixture shall be placed when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the ENGINEER, are unsuitable.

E. If, after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50 F or more below the temperature established by the ENGINEER, all or any part of the load may be rejected and payment will not be made for the rejected material.

3.02 EQUIPMENT

A. Hauling Equipment:

1. Trucks used for hauling asphaltic mixtures shall have tight, clean, smooth metal beds which have been thinly coated with a minimal amount of paraffin oil, lime slurry, time solution or other approved material to prevent mixture adhesion to the bed.
2. The dispatching of hauling equipment shall be arranged so that all material delivered may be placed and all rolling completed during daylight hours, unless otherwise directed by the ENGINEER.
3. All trucks shall be equipped with a cover of canvas, or other suitable material to protect the mixture from weather or on hauls where the temperature of the mixture will fall below specified level. Use of covers will be as directed by the ENGINEER.

B. Rollers:

1. Pneumatic Tile Roller. This roller shall consist of not less than seven pneumatic tire wheels, running on axles in such manner that the rear group of tires shall cover the entire gap between adjacent tires of the forward group; mounted in a rigid frame; and provided with a loading platform or body suitable for ballast loading. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle. The tire shall afford surface contact pressures up to 90 pounds per square inch or more. The roller shall be so constructed as to operate in both a forward and a reverse direction with suitable provisions for moistening the surface of the tires while suitable provisions for moistening the surface of the tires while operating; and shall be approved by the ENGINEER.
2. Two Axle Tandem Roller. This roller shall be acceptable power-driver, steel-wheel, tandem roller weighing not less than eight tons. It must operate in forward and reverse directions; contain provision for moistening the surface of the wheels while in motion; and shall be approved by the ENGINEER.
3. Three Wheel Roller. This roller shall be an acceptable power-driven, all steel three wheel roller weighing not less than 10 tons. It must operate in forward and reverse directions; contain provisions for moistening the surface of the wheel while in motion; and shall be approved by the ENGINEER.
4. Vibratory Steel Wheel Roller. If approved for use by the OWNER, this roller shall have a minimum weight of six tons. The compactor shall be equipped with amplitude and frequency controls and shall be specifically designed to compact the material on which it is used. It shall be operated in accordance with the manufacturer's recommendations.

C. Straight Edges:

1. The CONTRACTOR shall provide an acceptable 16-foot straight-edges for surface testing. Satisfactory templates shall be provided as required by the ENGINEER.

D. Spreading and Finishing Machine:

1. Bituminous pavers shall be self-contained, power-propelled units, provided with an activated screed or a strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the plans.
2. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in from of the screed. Design will be such that no part of the truck weight will be supported by the paver.
3. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. When laying mixtures, the paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. The screed shall be adjustable for both height and crown and shall be equipped with a controlled heating device.
4. The bituminous paver shall be equipped with an automatic leveling device controlled from an external guide. The initial pass for each course shall be made using a paver equipped with a 40-foot minimum external reference, except that this requirements will not apply when asphalt concrete is placed adjacent to portland cement concrete pavement. Subsequent passes may utilize the matching device of one foot minimum length riding on the adjacent lay.

3.03 CONSTRUCTION METHODS:

A. Spreading and Finishing:

1. The asphalt concrete mixture shall be laid on the approved surface, spread and struck off to the grade and elevation established. It shall be spread and compacted in layers as shown on the plans or as directed by the ENGINEER. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.
2. The ENGINEER will determine a minimum placement temperature, which is measured immediately behind the laydown machine, shall not vary more than 20 F.
3. A conventional paver or suitable equipment approved by the ENGINEER may be used to place asphalt concrete material on shoulders depressed from the traveled lanes in order to established a uniform typical section. Approval of the equipment used will be based upon the results obtained.

4. The asphalt concrete may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving surface being paved and subsequently loaded into the paving machine; however, no asphaltic concrete shall be dumped from the hauling vehicles at a distance greater than 250 feet in

front of the paving machine. When asphaltic concrete is dumped first upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the asphaltic concrete dumped shall be picked up and loaded into the paving machine.

5. To achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant. Sufficient hauling equipment shall be available to insure continuous operation.
6. The control system shall control the elevation of the screed at each end by controlling the elevation of one end directly and the other indirectly either through controlling the transverse slope or alternately when directed, by controlling the elevation of each end independently, including any screed attachment used for widening, etc. Failure of the control system to function properly shall be cause for the suspension of the asphaltic concrete operations.
7. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.
8. All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the ENGINEER deems the use of self-propelled paving machines impracticable.
9. Self-propelled paving machines shall spread the asphaltic concrete without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. Pavers shall be equipped with hoppers and augers which will place the asphaltic concrete evenly in front of adjustable screeds without segregation. Screeds shall include any strike-off device operated by tamping or vibrating action which is effective without tearing, shoving or gouging the asphaltic concrete and which produces a finished surface of an even and uniform texture for the full width being paved. Screeds shall be adjustable as to height and crown and shall be equipped with a controlled heating device for use when required.
10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, fluted and compacted with hand tools. For such areas the mixture shall be dumped, spread and screed to give the required compacted thickness.

B. Compaction:

1. Rolling with the 3-wheel and tandem roller shall start longtitudally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels.

2. Alternate trips of the roller shall be slightly different in length.
3. Rolling with a pneumatic tired roller shall be as directed by the ENGINEER.
4. Rolling shall continue with no further compression can be obtained and all roller marks are eliminated
5. The motion of the roller shall be slow enough at all times to avoid displacement of asphaltic materials. If displacement occurs, it shall be

corrected immediately by use of rakes and fresh asphaltic mixtures, where required.

6. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool.
7. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water; however, excess water shall not be allowed.
8. All precautions shall be taken to prevent dripping of gasoline, oil, grease, or other foreign substances on the surface or base courses during rolling operations or while rollers are standing.
9. With the approval of the ENGINEER, a vibratory steel wheeled roller may be substituted for the 3-wheel roller and tandem roller.
10. Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.
11. Any mixture that becomes loose, broken, mixed with dirt, segregated, or is in any way defective shall be removed and replaced with fresh hot bituminous mixture, which shall be compacted to conform with the surrounding area. Any area showing excess or deficiency of bituminous material shall be corrected immediately as directed by the ENGINEER.

C. In-Place Density:

1. In-place density shall be required for all mixtures except thin irregular depth leveling courses.
2. Each course, after final compaction, shall have a density of not less than 95 percent of the density developed in the laboratory test method outlines in Texas SDHPT Bulletin C-14.
3. Density shall be determined with a portable nuclear test device in conformity with ASTM D-2950.76.
4. Calibration of the portable nuclear device will be established by the ENGINEER from cut pavement samples tested in accordance with AASHTO T-166 (weight, volume method). The density readings of the cut pavement samples determined in accordance with AASHTO T-166 (weight, volume method), and the density readings of the pavement samples determined by the portable nuclear test device in conformity with ASTM D 2950 will be correlated by the ENGINEER.
5. Other methods of determining in-place density may be used as deemed necessary by the ENGINEER.
6. It is intended that acceptance density testing will be done while the bituminous mixture is hot enough to permit further compaction if necessary. If the density of an acceptance section does not meet the specified requirements, the CONTRACTOR shall continue the compaction effort until the optimum density is obtained, but rolling for any compactive effort will not be allowed when the temperature of the mix is below 175 F unless authorized in writing by the ENGINEER. Rerolling the paved surface after it has initially cooled will not be allowed.

7. If in-place density tests of the mixture produce a value lower than specified and in the opinion of the ENGINEER is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction procedures until in-place density equals or exceeds the specified density.
8. In-place density tests will be provided by the ENGINEER unless otherwise specified.

D. Joints:

1. Placing of the asphalt concrete shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the ENGINEER.
2. When plant mix bituminous pavement is places over plant mix bituminous treated base or when plant mixed seal coat is places over plant mix bituminous pavement, longitudinal joints shall be staggered at least 6 inches with relation to the longitudinal joints of the underlying course.
3. Transverse joints shall have two foot or 12:1 minimum taper. Longitudinal joints shall have a one foot or 6:1 minimum taper. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from previous operations shall be cleaned and tack coated if directed by the ENGINEER. All joints shall be completely bonded. The surface of each course at all joints shall be smooth and shall not show any deviations in excess of 3/16 of an inch when tested with a 10-foot straightedge in any direction.
4. When paving under traffic the CONTRACTOR shall plan his daily surfacing operations on a schedule which will result in not more than one (1) day's operation of exposed longitudinal joints. The longitudinal joints shall not have a height greater than two (2) inches and shall not be left exposed longer than 24 hours.

E. Surface Tolerance:

1. Upon completion, the pavement shall be true to grade and cross section. Except at intersections or any changes of grade, when a 16 foot straight edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight edge more than 1/16-inch per foot. Areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. After the completion of final rolling, the smoothness of the course shall be checked, and the irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material as directed by the ENGINEER at the expense of the CONTRACTOR.

F. Manholes and Valve Covers:

1. Manhole frames and valve covers shall be adjusted prior to placing the surface course.

G. Compacted Thickness of HMAC surface and Base Courses:

1. Surface Courses. The compacted thickness or depth of the asphaltic concrete surface course shall be as shown on the plans. Where the plans require a depth or thickness of the surface course greater than two inches compacted depth, same shall be placed in multiple courses of equal depth, each of which shall not exceed two inches compacted depth. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple courses, it shall be applied at the rate as directed.
2. Base Courses. The compacted thickness or depth of each base course shall be as shown on the plans. Where the plans require a depth or thickness of the course greater than 4 inches, same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple lifts, it shall be applied as herein before specified and at the rate as directed.

H. Pavement Thickness Tests:

1. Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the ENGINEER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the OWNER. The cost for the initial pavement thickness test shall be at the expense of the ENGINEER. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

I. Price Adjustment for Roadway Density:

1. The pavement of the unit price will be adjusted for roadway density as outlined in the following table. The adjustment will be applied on a lot by lot basis for each lift. The adjustment will be based on the average of five density tests. The price adjustment will be applied to the entire asphalt concrete mix which includes the HMAC aggregate, the asphalt cement and anti-stripping compound, is used.

Average Density **% of Lab Density**	**Percent of Contract Price To Be Paid**
Above 95%	100%
94.0 to 94.99	96%
93.0 to 93.99	91%

92.0 to 92.99	85%
Less than 92.0	*

* This lot shall be removed and replaced to meet specification requirements as ordered by the ENGINEER. In lieu thereof, the CONTRACTOR and the ENGINEER may agree in writing that for practical purposes, the lot shall not be removed and will be paid for at 50% of the contract price.

PART 4 - MEASUREMENT AND PAYMENT

4.01 INCIDENTAL WORK:

A. Prime coat, anti-stripping compound, where used and tack coat shall not be measured for direct payment, but shall be considered as subsidiary work pertaining to the placing of asphaltic mixtures of the contract price.

4.02 MEASUREMENT:

A. Hot-mix asphalt concrete material shall be measured by the ton of 2,000 pounds or by the square yard of the type or types used in the completed and accepted work.

B. Weight shall be determined by a certified scale approved by the OWNER and recorded serially numbered weight tickets, identifying the vehicle and presented to the ENGINEER's representative on the job.

4.03 PAYMENT:

A. Work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid at the unit bid price per ton or square yard for the type or types of hot mix asphalt concrete pavement shown on the proposal.

B. Unit bid price shall be payment in full for quarrying; furnishing all materials; for all heating; mixing; hauling; cleaning existing base course or pavement; placing asphaltic mixtures; rolling and finishing; and for all labor, tools, equipment and incidentals necessary to complete the work, including the work and materials involved in the application of prime coat and tack coat.

*** * * END OF SECTION * * ***

SECTION 02660

CONCRETE CURB AND GUTTER AND VALLEY GUTTER

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of the construction of concrete curb, concrete curb and gutter, concrete gutter or valley gutter, or combination thereof in compliance with these specifications, lines, grades, and details shown on the plans, or as directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Concrete and manufactured curb and gutter materials shall be subject to inspection and tests at plants and construction sites for compliance with quality requirements.

B. Concrete curb and gutter or concrete valley gutter shall be constructed with concrete conforming to the provisions of Section 02614 - Portland Cement Concrete Paving, or Class "B" concrete conforming to the requirements of Section 03300 - Cast-In-Place Concrete.

C. Preformed expansion Joint Filler shall conform to the requirements of AASHTO M-33 or M-153.

D. Linseed Oil shall conform to the requirements of AASHTO D-260.

E. Mineral Spirits shall conform to the requirements of AASHTO D-235.

2.02 FOUNDATION

A. Concrete curb and gutter or concrete valley gutter shall be placed on an approved foundation conforming to the requirements of the following City Of McAllen Specifications:

1. Section 02210 - Subgrade Preparation,
2. Section 02601 - Flexible Base,
3. Section 02230 - Roadway Excavation, Borrow, and Embankment.

PART 3 - EXECUTION

3.01 EXCAVATION

A. When required, excavation shall be made to the specified depth, and the base upon which the curb and gutter or valley gutter is to be placed shall be compacted to a firm, even surface conforming to the requirements of Subsection 2.02 above.

B. All soft and unacceptable material shall be removed an replaced with material approved by the ENGINEER in conformance with the requirements of Subsection 2.02 above.

3.02 FORMS

A. Forms shall be of wood or metal, straight, free from warp, and of such construction that there will be no interference to the inspection of grade or alignment.

B. All forms shall extend for the entire depth of the curb and gutter and shall be braced and secured sufficiently so that no deflection from alignment or grade will occur during the placing of the concrete. Flexible forms shall be used in curved sections so that the top surface of the forms will form a smooth, continuous arc.

3.03 MIXING AND PLACING

A. Concrete shall be proportioned, mixed, and placed in accordance with the requirements of Section 02614 and Section 03300.

B. Compaction of the concrete placed in forms shall be by vibration or other acceptable methods.

C. Unless otherwise provided, the exposed surfaces of curbs and gutters shall be finished by belting or with wooden floats. Forms shall be left in place until the concrete has set sufficiently so that they can be removed without injury to the curb and gutter.

3.04 SECTIONS

A. Curb and gutter shall be constructed in sections having a uniform length of 20 feet, unless otherwise directed by the ENGINEER. Sections shall be separate by open joints 1/8 inch wide except at expansion joints.

3.05 EXPANSION JOINTS

A. Expansion joints shall be formed at the intervals shown on the plans using a performed expansion joints filler having a thickness of 3/4 inch.

B. When the curb and gutter is constructed adjacent to or on concrete pavement, expansion joints, shall be located opposite or at expansion joints in the pavement.

3.06 CURING

A. Immediately upon completion of the finishing, the curb and gutter shall be moistened and kept moist for 3 days, or the curb and gutter shall be cured by the use of membrane-forming material. The method and details of curing shall be subject to the approval of the ENGINEER.

3.07 SURFACE TREATMENT

A. The surface of concrete curb and gutter or concrete valley gutter shall be treated with a solution of Linseed Oil and Mineral Spirits in accordance with the applicable requirements of Section 03300 - Cast-In-Place Concrete.

3.08 BACKFILLING

A. After the concrete has set sufficiently, the spaces in front and back of the curb shall be refilled to the required elevation with material approved by the ENGINEER, and shall be thoroughly tamped in layers of not more than 6 inches.

3.09 SLIP-FORM CONCRETE CURB, CONCRETE CURB AND GUTTER OR CONCRETE VALLEY GUTTER

A. Any concrete curb or concrete curb and gutter, except on structures, may be placed using a slip form machine provided that the finished concrete curb or concrete curb and gutter is true to line and grade and the concrete is dense and of the required surface texture.

B. The concrete shall be of a consistency that it will maintain the shape of the concrete curb or concrete curb and gutter section without support after slip forming.

C. The top and face of the finished concrete curb or concrete curb and gutter shall be true an straight and the top surface of the concrete curb or concrete curb and gutter shall be of uniform width and free from humps, sags, or other irregularities.

D. The forming portion of the slip form machine shall be readily adjustable vertically during the forward motion of the slip from machine to provide a variable height of concrete curb or concrete curb and gutter grade when necessary. A grade line gauge or pointer shall be attached to the slip form machine in such a manner that a continual comparison can be made between the concrete curb or concrete curb and gutter grade as indicated by the offset guidelines.

E. Concrete shall be fed to the slip form machine at a uniform rate. The slip form machine shall be operated under sufficient uniform restraint to forward motion to produce a well compacted mass of concrete free from surface pits larger than 3/16 inch in diameter and requiring no further finishing, other than light brushing with a wet brush. Finishing with a brush application of grout will not be permitted.

F. Transverse weakened plane and expansion joints shall be constructed at right angles to the line of the concrete curb, concrete curb and gutter, or concrete valley gutter.

G. Expansion joints may be constructed by sawing through the concrete curb or concrete curb and gutter section to its full depth. The width of the cut shall be such as to admit the joint filler with a snug fit.

H. The operations of sawing and inserting the joint filler shall be completed before curing the concrete. At the conclusion of the curing period the filler in each joint shall be checked for tightness of fit. The loose filler in any joint shall be mortared in place and cured.

I. Excavation shall be as per Subsection 2.02 above.

J. All remaining provisions of Subsection 2.02 above also apply, unless otherwise specified.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Curb and gutter, curb, and valley gutter shall be measured by the linear foot.

1. Curb shall be measured along the front face of the section at the finished grade elevation.

2. Combination curb and gutter will be measured along the face of the curb at the flowline of the gutter.

3. Valley gutter will be measured along the flowline of the gutter.

B. A deduction in length shall be made for drainage structures, such as catch basins or inlets, in the curb, gutter, or combination thereof.

C. There will be no direct measurement or payment of materials used to construct curb and gutter, curb or valley gutter.

D. Excavation or construction of embankment for foundation of curb, valley gutter, or combination curb and gutter will not be measured for payment.

4.02 PAYMENT

A. The accepted quantities of curb, valley gutter, and curb and gutter will be paid for at the contract unit bid price per linear foot for each kind and type specified complete in place.

B. Foundation preparation by excavating or constructing embankment to the required sub-grade elevation is considered incidental to the completion of the work and no direct payment will be made thereof.

C. Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * * END OF SECTION * * * ***

SECTION 02780

FLAT WHEEL ROLLING

PART 1- GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of the compaction of subgrade, embankment, flexible base, surface treatments and asphalt surfaces by the operation of approved power roller as herein specified and as directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. Embankments and Flexible Bases

1. Power rollers shall be of the 3-wheel, self-propelled type, weighing not less than 10 tons and shall provide a compression on the rear wheels of not less than 325 pounds per linear of wheel width. All wheels shall be flat.

2. The rear wheels shall have a diameter of not less than 48 inches and each shall have a wheel width of not less than 20 inches.

B. Surface Treatments and Pavements

1. Power rollers shall be the 3-wheel or tandem, self-propelled type, weighing not less than 3 tons nor more than 6 tons. All wheels shall be flat.

2. Rollers shall be equipped with an adequate scraping or cleaning device on each wheel.

3. Rollers used to compact asphalt mixture shall be equipped with a water system which will keep all tires uniformly wet.

4. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other compacting in the same period of time as the specified equipment. If the substituted compaction within the same period of time as would be expected of the specified equipment, as determined by the ENGINEER, its use shall be discontinued.

5. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Subgrades, Embankments and Flexible Base

1. The subgrade or embankment layer or the base course shall be sprinkled if directed and rolling with a power roller shall start longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the rear wheel of the power roller.

2. On super-elevated curves, rolling shall begin at the low sides and progress toward the high sides. Alternate trips of the roller shall be slightly different in length.

3. The rollers, unless otherwise directed, shall be operated at a speed between 2 and 3 miles per hour.

B. Surface Treatments and Pavements

1. Rolling shall be done to produce a satisfactory surface as called for in surface treatment and pavement items.

2. The sequence of work shall be as indicated for embankment layer or base course.

3. The operating speed shall be determined by the CONTRACTOR.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional compensation will be made for materials, equipment or labor required by this item, but shall be considered incidental to the other items included in the contract.

*** * * END OF SECTION * * ***

SECTION 02782

PNEUMATIC TIRE ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of the compaction of embankment, flexible base, surface treatments or pavements by the operation of approved pneumatic tire rollers.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS:

A. When used on seal coats, asphaltic surface treatments and bituminous mixture pavements, the roller shall be self propelled and equipped with smooth tread tires with 45 psi tire pressure.

B. The roller shall be so constructed as to be capable of being operated in both a forward and a reverse direction.

C. When used on bituminous mixture pavements, the roller shall have suitable provision for moistening the surface of the tires while operating.

D. When turning is impractical or detrimental to the work and when specifically directed by the ENGINEER, the roller shall be of the self-propelled type.

E. In lieu of the rolling equipment specified, the CONTRACTOR may operate other compacting equipment that will produce equivalent relative compaction in the same period of time as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction within the same period of time, its use shall be discontinued.

F. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

2.02 LIGHT PNEUMATIC TIRE ROLLER:

A. The light pneumatic tire roller shall consist of not less than 9 pneumatic tire wheels, running on axles in such manner that the rear group of tires will cover the entire gap between adjacent tires of the forward group and mounted in a rigid frame and provided with a loading platform or body suitable for ballast loading.

B. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle.

C. The pneumatic tire roller under working conditions shall have an effective rolling width of approximately 60 inches and shall be so designed that by ballast loading the total load be varied uniformly from 9,000 pounds or less to 18,000 pounds or more.

D. The roller shall be equipped with tires that will afford ground contact pressures to 45 pounds per square inch or more. The operating load and tire air pressure shall be within the range of the manufacturer's chart. The roller under working conditions shall provide a uniform compression under all wheels.

E. Individuals tire inflation pressures shall be within +5 psi of each other.

F. The pneumatic tire roller shall be drawn by either a suitable crawler type tractor, a pneumatic tired tractor, a truck of adequate tractive effort or may be of the self-propelled type and the roller, when drawn or propelled by either type of equipment, shall be considered a light pneumatic tire roller unit.

2.03 MEDIUM PNEUMATIC TIRE ROLLER (TYPE A):

A. The medium pneumatic tire roller (Type A) shall consist of not less than 7 pneumatic tired wheels, running on axles in such manner that the rear group of tires will cover the entire gap between adjacent tires of the forward group and mounted in a rigid frame and provided with a loading platform or body suitable for ballast loading.

B. The front axles shall be attached to the frame in such a manner that the roller may be turned within a minimum circle. The pneumatic tire roller, under working conditions, shall have an effective rolling width of approximately 84 inches and shall be so designed that, by ballast loading, the total load may be varied uniformly from 23,500 pounds or less to 50,000 pounds or more.

C. The roller shall be equipped with tires that will afford ground contact pressures to 80 pounds per square inch or more. Individual tire inflation pressures shall be within +5 psi of each other.

D. The operating load and tire air pressure shall be within the range of the manufacturer's chart.

E. The pneumatic tire roller shall be drawn by either a suitable crawler type tractor, a pneumatic tired tractor, a truck of adequate tractive effort or may be of the self-propelled type.

F. The roller, when drawn or propelled by any type of equipment, shall be considered a medium pneumatic tire roller unit.

G. The power unit shall have adequate tractive effort to properly move the operating roller at variable uniform speeds up to approximately 5 miles per hour.

2.04 MEDIUM PNEUMATIC TIRE ROLLER (Type B):

A. The medium pneumatic tire roller (Type B) shall conform to the requirements for Medium Pneumatic Tire Roller (Type A) as specified above, except that the roller shall be equipped with tires that will afford ground contact pressures to 90 psi or more.

PART 3 -EXECUTION

3.01 CONSTRUCTION METHODS:

A. The embankment layer or the base course be sprinkled if directed and rolling with a pneumatic tire roller shall start longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 of width of the pneumatic tire roller.

B. On super-elevated curves, rolling shall begin at the low sides and progress towards the high sides.

C. Alternative trips of the roller shall be slightly different in length.

D. The light pneumatic tire roller shall be operated at speeds between 2 and 6 miles per hour for asphalt surfacing work and all other work.

E. The medium pneumatic tire roller shall be operated at speeds which produce a satisfactory product.

F. Sufficient rollers shall be provided to compact the material in a satisfactory manner. When operations are so isolated from one another that 1 roller unit cannot perform the required compaction satisfactorily, additional roller units shall be provided.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional compensation will be made for materials, equipment or labor required by this item, but shall be considered subsidiary to the various items of the contract.

*** * * END OF SECTION * * ***

SECTION 02786

PROOF ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION WORK:

A. This work shall consist of furnishing and operating heavy pneumatic tired compaction equipment for testing the compaction of embankment, sub-grade or flexible base.

B. Proof roll is to be used to locate unstable areas.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. The proof rolling equipment shall consist of not less than 4 pneumatic tired wheels, running on axles carrying not more than 2 wheels and mounted in a rigid frame and provided with loading platform or body suitable for ballast loading.

B. All wheels shall be arranged so that they will carry approximately equal loads when operating on uneven surfaces.

C. The proof roller under working conditions shall have a rolling width of from 8 feet to 10 feet and shall be so designed that, by ballast loading, the gross load may be varied uniformly from 25 tons to 50 tons.

D. The tires shall be capable of operating under the various loads with variable air pressure up to 150 pounds per square inch. The operating load and tire pressure shall be within the range of the manufacturer's chart as directed by the ENGINEER.

E. The proof roller shall be drawn by a suitable crawler type tractor or rubber tire tractor of adequate tractive effort or may be of self-propelled type. There shall be a sufficient quantity of ballast available to load the equipment to a maximum gross weight of 50 tons.

F. Rubber tired tractive equipment shall be used on base courses.

G. Other type tractive equipment may be used on embankment sub-grade.

H. The heavy pneumatic tire roller unit shall be capable of turning 180 degrees in the crown width.

I. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other equipment that will produce equivalent results as the specified equipment. If the substituted equipment fails to produces the desired results as would be expected of the specified equipment as determined by the ENGINEER, its use shall be discontinued.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. This work shall be done to proof all prepared sub-grades and flexible base courses or as directed by the ENGINEER.

B. On embankment compaction, each layer will be placed to specified thickness at optimum moisture and compacted with conventional equipment to comply with the requirements of the governing embankment item.

C. Prior to placing the overlaying course, the layer shall be proof rolled as directed by the ENGINEER.

D. When the operation of the proof rolling unit shows an area to be unstable or non-uniform, such area shall be brought to satisfactory stability and uniformity by additional compaction, by removal of unsuitable materials or replacement with suitable materials and re-compaction.

E. The surface tested shall then be checked for conformity with line and grade and any irregularities corrected.

F. Roller shall be operated at speeds between 2 and 6 miles per hour or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional payment will be made for the materials, equipment or labor required by this item, but shall be considered subsidiary to the various items included in the contract.

*** * * END OF SECTION * * ***

SECTION 03300

CAST-IN-PLACE-CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK COVERED:

A. Mixing, placing, finishing and providing all related services necessary to construct all cast-in-place concrete work indicated on plans.

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition of the American Concrete Institute (ACI) and American Society of Testing and Materials (ASTM) standards and codes:

1. ACI 315 - Manual of Standard Practice for Detailing.
2. ACI 318 - Building Code Requirements for Reinforced Concrete.
3. ACI 347 - Recommended Practice for Concrete Formwork.
4. ASTM A36 - Structural Steel.
5. ASTM C33 - Concrete Aggregates.
6. ASTM C39 - Concrete Strength of Molded Concrete Cylinders.
7. ASTM C94 - Ready-Mixed Concrete.
8. ASTM C143 - Slump of Portland Cement Concrete.
9. ASTM C150 - Portland Cement.
10. ASTM C309 - Liquid Membrance-Forming Compounds for Curing Concrete.
11. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
12. ACI 301 - Specification for Structural Concrete for Building.

B. Submit compliance submittals as specified in Division 1, including but not limited to the following: bar schedule, bar details, shop drawings including size and location of openings, water stops, joint systems and curing method.

C. Submit proposed concrete mix proportions to ENGINEER prior to placing concrete.

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT:

A. Type I, Type II or Type III conforming to ASTM C150 as modified by Texas Department of Highways and Public Transportation, 1982 Standard Specifications.

B. Type I or Type II cement may be used unless Type II is specified.

C. Except when Type II specified, Type III may be used when the anticipated air temperature for the succeeding 12 hours will not exceed 60□F.

D. Type III may be used in all precast pre-stressed concrete except in piling when Type II cement is required for substructure concrete.

E. All cement used in a monolithic placement shall be of the same type.

F. May be either bagged or bulk. Partially set or caked cement will be rejected.

G. All types of cements shall be "low-alkali" cements.

2.02 WATER:

A. Clear, fresh, free from injurious amounts of oil, alkaline, acid or organic matter or other deleterious substances and shall not contain more than 1000 parts per million of chlorides as CL nor more than 1000 parts per million of sulfates as SO_4.

B. The sand, or mixture of sand, comprising a single fine aggregate, shall consist of clean, hard, durable, un-coated grains and shall be essentially free from clay lumps, salt or alkali, and other foreign material.

C. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	3.0%
Other deleterious substances such as coal, shale, coated grains and soft flaky particles	3.0%

An additional loss of 2% by decantation may be allowed, provided this new additional loss is material of the same quality as specified for fine aggregate or mineral filler.

D. Gradation, percent of weight retained:

Sieve Size	% Retained
3/8 inch	0
No. 4	0 - 5
No. 8	0 - 20
No. 16	0 - 50
No. 30	0 - 75
No. 50	0 - 90
No. 100	0 - 100
No. 200	0 - 100

E. Fineness Modulus: for Grade 1 only - 2.3 minimum, 3.1maximum.

F. Miner Filler:

1. May be added upon written authorization of ENGINEER.
2. Shall be stone dust or clean crushed sand, or other approved inert material.
3. Shall not exceed 5% of the fine aggregate.
4. Shall meet the following requirements:

Passing No. 30 sieve	95 to 100%
Passing No. 100 sieve	70 to 100%

2.04 COARSE AGGREGATE:

A. Crushed stone, gravel, crushed gravel, crushed blast furnace slag or a combination of these.

B. Gravel and crushed gravel shall consist of clean, hard durable particles, free from adherent coating, thin or elongated pieces, soft or disintegrated particles, dirt, organic or deleterious substances, salt or alkali, and other foreign material.

C. Crushed stone shall consist of the clean, dust free product resulting from crushing of stone. There shall be no adherent coatings, clay, loam organic or deleterious substance, salt or alkali, and other foreign material.

D. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	1.0%
Shale, slate or other similar material	1.0%
Clay lumps	0.25%
Soft fragments	3.0%
Other deleterious substances, including friable, thin, elongated or laminated pieces	3.0%

E. Course aggregates shall have a percent wear of not more than 45 when tested in accordance with Test Method Tex-410-A.

F. Gradation, percent of weight retained on:

Grade No. 1 - Maximum Nominal Size 2 1/2 in. (63 MM)

Sieve	Percentage Retained
2 1/2 in.	0%
2 in.	0 - 20%
1 1/2 in.	15 - 50%
3/4 in.	60 - 80%
No. 4	95 - 100%

Grade No. 2 - Maximum Nominal Size 1 1/2 in. (37.5 mm)

Sieve	Percentage Retained
2 in.	0%
1 1/2 in.	0 - 5%
3/4 in.	30 - 65%
3/8 in.	7 - 90%
No. 4	95 - 100%

Grade No. 4 - Maximum Nominal Size 3/8 in. (9.5mm)

Sieve	Percentage Retained
1/2 in.	0 - 5%
3/8	5 - 30%
No. 4	75 - 100%

G. Gradation Requirements - maximum size of aggregate for structural concrete shall not exceed three inches, and shall be reduced in size to meet the following conditions:

1. One-sixth of the least dimension between forms of that part of the structure in which concrete is to be placed;
2. Three-fourths of the clear space between reinforcement.
3. The maximum size aggregate is defined as the clear space between the sides of the smallest square opening through which 95 percent of the weight of the aggregate can be passed.
4. Unless otherwise noted or restricted by above Grade No. 2, gradation shall be used.

2.05 PIT-RUN AGGREGATE:

A. Pit-run aggregate is the natural gravel and sand obtained from pits without the addition of other fine or curse aggregates, and shall consist of hard, durable, un-coated pebbles or stone particles mixed with sand.

B. Pit-run aggregate shall be free from lumps of clay and injurious amounts of dust, shale, soft or flaky particles, salt and alkali.

C. Pit-run aggregate shall not be used for high-strength concrete of 3000 psi and above.

E. Pit-run aggregate may be used only for concrete cushion, cradle and protection for pipe.

2.06 ADMIXTURES:

A. Concrete admixtures shall comply with Section 03320.

2.07 REINFORCING STEEL:

A. Reinforcing steel shall comply with Section 03320.

2.08 CURING MATERIALS:

A. Liquid Membrane: white pigmented chlorinated rubber, ASTM C309.

B. Liquid Membrane: resin base, clear compound, permitting application of paint, Servicised Products Corp. - Code 2802 or equal.

C. Plastic Film: white pigmented, 0.00085" (minimum) thick.

D. Burlap: jute fabric, lean, free of impurities.

E. Surface Hardener: gray crystal, acidic fluosilicate base, slightly hygroscopic chemical surface hardener, SIKA Chemical Corp. or equal.

2.09 JOINT MATERIALS:

A. Joint Sealer: hot poured, non-extruding, elastic, ASTM D1190.

B. Preformed Expansion Joint Filler: non-extruding, bituminous fiber, ASTM D1751.

2.10 WATERSTOP:

A, Polyvinyl chloride or rubber, center bulb.

B. Size to suit joints, minimum 6".

2.11 FORM MATERIALS:

A. Use plywood, metal, metal framed plywood faced or other acceptable panel-type material.

B. Coat forms with non-bonding, non-staining commercial compounds.

2.12 MOISTURE BARRIER:

A. Polyethylene sheet, minimum 8 mil., ASTM E154.

2.13 CONCRETE MIX DESIGN AND CONTROL:

A. Submit not less than 10 days prior to the start of concreting operations, to the ENGINEER.

1. Mix design, using a course aggregate factor acceptable to the Engineer.
2. Sufficient samples of all materials to be incorporated into the mix for testing.
3. Full description of the source of supply of each material component.

B. Course aggregate factor:

1. Not more than 0.82 when voids less than 48%.
2. Not more than 0.85 when voids exceed 48%.

3. Not less than 0.68.

C. No changes or deviations from proportions or sources of supply without approval of ENGINEER.

D. No concrete may be placed on the job site until the mix design has been approved by ENGINEER in writing to the CONTRACTOR.

2.14 CONCRETE QUALITY:

A. Consistency:

1. Mortar shall cling to the course aggregate.
2. The aggregate shall not segregate during transport.
3. The concrete and mortar shall show no free water when removed from the mixer.

B. The consistency should allow the completion of all finishing operations with the addition of water to the surface.

C. The concrete shall be uniform, workable, cohesive, possess satisfactory finishing qualities and be of the stiffest consistency that can be placed and vibrated into a homogeneous mass.

D. Excessive bleeding shall be avoided.

E. Slump requirements shall be as follows:

Structural Concrete	Avg. Slump	Max. Slump
(a) Cased Drilled Shafts and thin-walled Sections (9 inches or less)	4	5
(b) Slabs, Caps, Columns, Piers, Wall Sections Over 9 inches, etc.	3	4
(c) Slip Form Paving Underwater or seal concrete		2 1/2
(d) Rip-Rap, curb, Gutter and other Miscellaneous Concrete	As Specified	By Owner

Note: No concrete shall be permitted with slump in excess of the maximums shown. Any concrete mix failing to meet the above consistency requirements, although meeting the slump requirements shall be considered unsatisfactory; and the mix shall be changed to correct such unsatisfactory conditions.

F. The concrete shall comply with Table 1 below:

TABLE 1 - CLASSES OF CONCRETE

CLASS OF CONCRETE	MIN.-MAX. SX. CEMENT	MIN. BEAM STRENGTH 28-DAY PSI	MIN. BEAM STRENGTH 7-DAY PSI	MAX. WATER CEMENT RATIO ITEM 2.1.1.	COARSE NO.
A.	5.0	3000	500	6.5	2-3-4
B	4.0	2000	330	8.0	2-3-4
C*	6.0	3600	600	6.0	1-2-3-***
D	3.0	1500	250	11.0	2-3-4
E	6.0	3000	500	7.0	2-3
F	6.5	4200	700	5.5	2-3
H***	6.5-8.0	AS SPECIFIED ON PLANS	N/A	5.5	3

* Entrained Air:

** No. 1 course aggregate may be used in foundations only (except cased drilled shafts).

*** Pre-stressed Concrete.

**** ASTM C 293 (Center Point).

2.15 GROUT:

A. Non-Shrink:

1. Use pre-mix non-shrink, Embeco Premixed Grout or Embeco Pre Mixed Mortar by Master Builders Company or equal.
2. Keep water to a minimum for placing by the dry packing method.

B. Grout for Bonding:

1. 1 part cement to 1 1/2 parts sand by weight.
2. Keep water to a minimum.

PART 3 - EXECUTION

3.01 SUBGRADE:

A. Insure sub-grade is true to line and grade and compacted as specified.

B. Fill and re-compact any ruts or depressions.

C. Check cross section with a template.

D. Place moisture barrier or moisten sub-grade prior to placing of concrete. Method to be approved by the ENGINEER.

3.02 FORMS:

A. Provide forms for all concrete work including footings and base slabs.

B. Construct forms so that completed concrete will conform to shapes, lines, grades and dimensions indicated and required.

C. Forms shall be true, plumb and level with reasonable tight joints. Adequately support and brace forms.

D. Place anchors, inserts, bolts, sleeves and other device indicated or required for the various portions of all the work.

E. Oil temporary forms with non-staining form oil before reinforcing steel is placed.

F. Rough form finish as defined by ACI 301 permitted for concealed concrete.

G. Smooth form finish as defined by ACI 301 permitted for concealed concrete.

H. Provide 3/4 inch chamfer on exposed corners and edges, and 1-foot below ground level.

3.03 REMOVAL OF FORMS:

A. Do not remove forms or supports until concrete has acquired sufficient strength to safely support its own weight and the superimposed loads.

B. Mixing shall be done in a mixer of adequate size and type to produce uniform distribution of the material throughout the mass.

C. The mixer shall have a plate affixed showing the manufacturer's recommended operating data and it shall be operated within the speed and capacity limits stated thereon.

D. The absolute volume of the concrete batch shall not exceed the rated capacity of the mixer.

E. The entire contents of the drum shall be discharged before any materials are placed.

F. Improperly mixed concrete will not be placed.

G. The mixing time shall be in accordance with the recommendations of the mixer manufacturer.

H. Transix Mix Concrete:

1. Sufficient transit mix equipment shall be assigned exclusively to the project as required for continuous operation.
2. Satisfactory evidence shall be furnished so that the delivery of concrete shall be continuous at regular and uniform intervals, without stoppage or interruption.
3. Concrete shall not be placed on the job after a period of 1 hours after the cement has been placed in the mixer, with mixer turning; 30 minutes without mixer turning.

I. Continuous Volummetric Mix Concrete:

1. A mobile, continuous, Volummetric mixer of the rotating puddle type may be used for when approved by ENGINEER.
2. Mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.
3. The mixers shall adequate water supply and metering devices.
4. Calibration of these mixers will be required.

3.04 PLACING CONCRETE:

A. The minimum temperature of all concrete at the time of placement shall not be less than 50□ F.

B. Clean transporting equipment, reinforcing and embedded items before placing concrete.

C. Batch trucks or paving equipment not permitted on prepared sub-grade unless authorized by the ENGINEER based on actual job conditions.

D. Place no concrete until after inspection of forms by ENGINEER.

E. The maximum time interval between the addition of cement to the batch, and the placing of concrete in the forms shall not exceed the following:

AIR OR CONCRETE TEMPERATURE	NON-AGITATED CONCRETE	MAXIMUM TIME
80 deg. F or Above	(26.6 deg. C)	15 minutes
35 deg. F or 79 deg. F	(1.6 to 26.1 deg. C)	30 minutes
	AGITATED CONCRETE	
90 deg. F or Above	(32.2 deg. C)	45 minutes
75 deg F to 89 deg. F	(23.9 to 31.6 deg. C)	60 minutes
35 deg. F to 74 deg. F	(1.6 to 23.3 deg. C)	90 minutes

F. Prevent segregation during placing.

G. Consolidate flat work with one pass of mechanical vibrator moving parallel to centerline. Unusual sections and widths may be hand puddled and finished.

H. Place concrete continuously so that each pour unit will be monolithic in construction and will terminate at expansion, contraction or construction joint. Permit not more than 30 minutes between depositing adjacent batches.

I. Place slab concrete over membrane waterproofing before waterproofing has become damaged or dirty.

J. Concrete placement will not be permitted when impending weather conditions will impair the quality of work.

K. Slope horizontal surfaces of exterior concrete for drainage.

L. Deposit concrete in forms in horizontal layers not deeper than 24 inches. Avoid inclined construction joints. Place each layer while preceding layer is still plastic to avoid cold joints.

M. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spanding, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.

N. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to penetrate placed layer of concrete and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. Limit vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without casing segregation of mix.

3.05 PLACING CONCRETE IN WATER:

A. Concrete shall be deposited in water only when specified on the plans or with written permission of the ENGINEER.

B. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is deposited.

C. Pump will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

D. The concrete shall be placed with a tremie, closed bottom-dump bucket or other approved method.

E. The concrete shall not be allowed to fall freely through the water nor shall it be

disturbed after it has been placed. Its surface shall be kept approximately level during placement.

F. The tremie shall consist of a water tight tube 14 inches or less in diameter. It shall be constructed so that the bottom can be sealed and opened after it is in place and fully charged with concrete. It shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

G. Bottom-dump buckets used for underwater placing shall have a capacity of not less than one-half cubic yard. It shall be lowered gradually and carefully until it rests upon the concrete already gradually and carefully until it rests upon the concrete already placed and raised very slowly during the upward travel; the intent being to maintain still water at the point of discharge and to avoid agitating the mixture.

H. The placing operations shall be continuous until the work is complete.

I. Unless otherwise specified all concrete placed under water, except seal concrete, shall contain an additional sack of cement per cubic yard.

3.06 JOINTS:

A. CONTRACTOR:

1. Extend entirely across flat slabs at locations shown.
2. Location where not shown; maximum spacing is:
   a. Driveways: 10'
   b. Sidewalks: 4'
   c. Other flat slabs: 20 times slab thickness.
3. Saw depth not less than 1/4 slab thickness.

B. Expansion:

1. Install where shown on the plans.
2. Locations where not shown: all structures and features which project through, into or against slab.
3. Install according to manufacturer's recommendations, set material securely before placing concrete.
4. Install 1 inch width unless shown otherwise.

C. Filling Joints:

1. Fill not later than 14 days after sawing.
2. Fill immediately following cleaning.
3. Fill to 1/8" of surface.
4. Remove excess while material is still pliable.
5. Refill low areas where necessary.
6. Omit filling sidewalk joints.

3.07 FINISHING EXTERIOR FLAT WORK:

A. Strike off and float as required.

B. Check surface with ten foot straight edge, maximum variance allowed - 1/8".

C. Drag concrete surface longitudinally with double thickness burlap drag after completion of straight edging unless noted otherwise.

D. Use edger on edges of slab.

3.08 CURING:

A. CONTRACTOR shall inform the ENGINEER fully of the methods and procedures proposed for curing; shall provide proper equipment and material in adequate amounts; shall have approval of the proposed method, equipment and material prior to placing concrete.

B. All concrete shall be cured for a period of 4 curing days except as noted herein.

EXCEPTIONS TO 4-DAY CURING

Description	Required Curing
Upper Surfaces of Bridge Roadway, Median and Sidewalk Slabs and Top Slabs of Direct Traffic Culverts	8 Curing Days

A curing day is defined as a calendar day when the ambient temperature, taken in the shade

*** * * END OF SECTION * * ***

SECTION 03320

CONCRETE ADMIXTURES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing materials for use as admixtures in concrete.

PART 2 - PRODUCTS

2.01 AIR ENTRAINING ADMIXTURE

A. An "Air Entraining Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will entrain uniformly dispersed microscopic air.

B. This admixture shall conform to ASTM C 260, modified as follows:

1. The cement used in any series of tests shall be either the cement proposed for specific work or a reference" Type I cement from one mill.

2. Unless otherwise indicated, the minimum relative durability factor shall be 80.

C. The air entraining admixture used in the reference concrete shall be high quality neutralized Vinsol Resin.

2.02 WATER - REDUCING, RETARDING ADMIXTURE

A. A "Water-reducing, Retarding Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and retard the initial set of the concrete.

B. This mixture shall conform to ASTM C 494, Type A or D, modified as follows:

1. The water-reducing retarder shall retard the initial set of the plastic concrete a minimum of 2 hour and a maximum of 4 hours when the materials are at a temperature of 90 F, the dosage rate specified by the manufacturer.

2. The cement used in any series of tests shall be either the cement proposed for specific work or a "reference" Type I cement for one mill.

3. All concrete tested shall contain entrained air.

2.03 WATER-REDUCING ADMIXTURE

A. "Water-reducing Admixture" is defined as a material which when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and required strength.

B. This admixture shall conform to ASTM C 494, Type A.

2.04 ACCELERATING ADMIXTURE

A. In "Accelerating Admixture" is defined as an admixture that accelerates the setting time and the early strength development of concrete.

B. This admixture shall conform to ASTM C 494, Type C, modified as follows:

1. This accelerating admixture will contain no chlorides and shall be used in the liquid for only.

2.05 HIGH RANGE WATER REDUCING ADMIXTURES

A. A "High-range Water Reducing Admixture," referred to as a super plaster size, is defined as a synthetic polymer material which, when added to a low slump concrete mixture increases the slump without segregation, impermeability and durability of the mix.

B. This admixture shall conform to ASTM C 494, Type F or G, modified as follows:

1. It shall reduce the required water by a minimum of 15 percent.

2. It shall increase the 7 day compressive strength of the concrete by a minimum of 25 percent.

C. The admixture when added to the mix shall produce the following:

1. Modify a low slump concrete, without the addition of water, to produce a slump which conforms to the range indicated.

2. It shall prevent a temperature rise of the mix above 100 F during high ambient conditions.

3. It shall not increase the chloride content of mix.

2.06 CERTIFICATION

A. The CONTRACTOR shall submit the name of the admixture proposed and manufacturer's certification that products selected meet the requirements of this item and of ADTM C 260 and C 494 as required.

B. If more than one admixture is proposed in the concrete mix, a statement of compatibility of components shall accompany certification.

C. The ENGINEER may request additional information to be submitted such as infrared spectrophotometry scan, solids content, ph value, etc., for further identification.

D. A change in formulation discovered by any of the tests prescribed herein or other means and not reported and re-tested, may be cause to permanently bar the manufacturer from furnishing admixtures for COUNTY work.

E. The ENGINEER reserves the right to perform any or all of the tests required by ASTM C 260 and C 494 as a check on the tests reported by the manufacturer.

F. In case of any variance, the ENGINEER tests will govern.

2.07 APPROVAL

A. The ENGINEER shall approve all admixtures and dosage. Approval of admixtures shall be based on previous performance of the admixture.

B. The dosage will be determined from the manufacturer's recommendations, trial mixes or current job approved mix designs, if it is shown that no substantial change in any of the proposed ingredients has been made.

C. Should the CONTRACTOR desire to change the admixture or dosage approved during the progress of the work, the CONTRACTOR shall perform trial mixes at his own expense and submit the new mix design for approval.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

A. No concrete shall be delivered to the project until the mix design is approved. All concrete delivered shall conform to the approved job mix formula. Unless otherwise indicated, all concrete shall be air entrained. All admixtures will be added at the Batch Plant. All admixtures shall be in the liquid state. No admixtures shall be dispensed on dry aggregates. Each admixture shall be dispensed separately, but at the same time as the mixing water.

B. An approved job mix formula for normal hot weather concreting may not perform satisfactorily for extended retardation, in which case its use will not be permitted.

C. The rotation of the mixer shall be sufficient to thoroughly mix the admixture into the concrete.

D. Admixtures shall be agitated as required to prevent separation or sedimentation of solids. Air agitation of Neutralized Vinsol Resin will not be permitted.

E. Normally air entraining agents shall be charged into the mixer at the beginning of

the batch and retarding or water reducing admixtures shall be charged into the mixer during the last part (approximately 1/3) of the batch when an air-entraining agent is used.

F. Accelerating admixtures will not be used only on the written approval of ENGINEER. Accelerating admixtures will not be permitted in bridge decks, direct traffic culvert slabs at any time nor when Type II cement is specified.

G. All admixtures shall be of the same brand from only one manufacturer for the entire project, unless otherwise approved by the ENGINEER.

H. Accelerators will be used only to meet special project requirements and will require the approval of the ENGINEER.

I. For individual placements of concrete of 25 cubic yards or more and for all ready-mix concrete, the admixture shall be measured and dispensed by a readily adjustable dispenser. When set to a predetermined volume, the dispenser shall fill to the preset amount and hold it positively without leakage until the operator releases the content into the mixing water by some positive means. Unless otherwise indicated, completely automatic dispensing will not be required, except for use with a full automatic plant.

J. The calibrated container shall be a measuring reservoir of the type where the level of the admixture is visible at all times. A strip gauge with one ounce increments for air entraining admixtures, ten ounce increments for dispersing admixtures, shall be attached securely to the measuring apparatus. This strip shall be a material possessing weather resistant qualities. The accuracy equipment shall visibly show the total amount to be dispensed for ready check by the ENGINEER.

K. When individual placements of less than 25 cubic yards and with the concrete batched on the job site, the ENGINEER may waive the requirements for mechanical dispensing equipment.

L. When high range water reducing admixtures are indicated the following will be observed:

1. Ready-mixed concrete shall be delivered in transit mixers and the capacity of the transit mixture shall be reduced for each bath by 25 percent of the rated capacity to assure proper mixing.

2. If during the placement of concrete, a change in slump resulting in a slump loss in excess of 3 inches is noted, the remaining concrete shall be rejected.

3. The addition of water will not be permitted at the job site.

4. Only one liquid admixture shall be used to achieve the desired results, except where air entrainment is indicated, the air entrainment agent will be permitted.

5. The concrete design shall meet the following requirements:

ITEM	TEST	VALUE
Air entrainment	ASTM C 260	3 to 6 percent
High range water reducing Admixture	ASTM C 494 Type F or G	
Water cement ratio Gal/.Sack Max.		6.25
Minimum cement content in Sacks (94 lb. sack)		6.0
Coarse aggregate factor		6.5
Slump Maximum, inches		10
Flexural strength @ 7 days, psi		650
Maximum concrete temperature F		100

PART 4 - MEASUREMENT AND PAYMENT

4.01 No additional compensation will be made for the materials, equipment test or methods required by this item, but shall be considered subsidiary to various items included in the contract.

*** * * END OF SECTION * * ***

SECTION 03330

REINFORCING STEEL

PART 1 - GENERAL

1.01 This work shall consist of the furnishing and placing of reinforcing steel, deformed and smooth, of the size and quantity indicated and in accordance with these specifications.

PART 2 - PRODUCTS

2.01 BARS:

A. Bar reinforcement shall be deformed and shall conform to ASTM A 615, A 616, Grades 40, 60, or 75 and shall be open-hearth, basic oxygen or electric furnace new billet steel, unless otherwise indicated. Large diameter new billet steel (Nos. 14 and 18), Grade 75, will be permitted for straight bars only.

B. Where bending of bar sizes No. 14 or No. 18 of Grades 40 or 60 is required, bend testing shall be performed on representative specimens as described for smaller bars in the applicable ASTM specification. the required bend shall be 90 degrees at a minimum temperature of 60 F around a pin having a diameter of 10 times the nominal diameter of the bar and shall be free of cracking.

C. Spiral reinforcement shall be either smooth or deformed bars or wire of the minimum diameter indicated. Bars for spiral reinforcement shall comply with ASTM A 675, A 615, or A 617. Wire shall comply with ASTM A 82. The minimum yield strength for spiral reinforcement shall be 40,000 psi.

D. In cases where the provisions of this item are in conflict with the provisions of the ASTM Designation to which reference is made, the provisions of this item shall govern.

E. Report of chemical analysis showing the percentages of carbon, manganese, phosphorus and sulfur will be required for all reinforcing steel when it is to be welded, except for drill shafts. No tack welding will be allowed. All welding shall conform to the requirements of AWS D-1-72.

F. The nominal size and area and the theoretical weight (lbs.) of reinforcing steel bars covered by these specifications are as follows:

BAR SIZE NUMBER	NOMINAL DIAMETER INCHES	NOMINAL AREA SQUARE INCHES	WEIGHT PER LINEAR FOOT
2	0.250	0.05	0.167
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.65
18	2.257	4.00	13.60

G. Smooth bars, larger than No. 4, may be steel conforming to the above or may be furnished in any steel that meets the physical requirements of ASTM A36.

H. Smooth, around bars shall be designated by size number through No. 4. Smooth bars above No. 4 shall be designated by diameter in inches.

2.03 WELDED WIRE FABRIC:

A. Wire for fabric reinforcement shall be cold-drawn from rods hot-rolled from open-hearth, basic oxygen or electric furnace billet. Wire shall conform to the requirements of the standard Specifications for Cold-Drawn Steel Wire for concrete Reinforcement, ASTM A82 or A496. Wire fabric, when used as reinforcement, shall conform to ASTM A 185 or A 497.

B. When wire is ordered by size numbers, the following relations between size number, diameter in inches and area shall apply unless otherwise indicated.

SIZE W NUMBER	NOMINAL DIAMETER (INCH)	NOMINAL AREA SQUARE INCHES
31	0.628	0.310
30	0.618	0.300
28	0.597	0.280
26	0.75	0.260
24	0.553	0.240
22	0.529	0.220
20	0.505	0.200
18	0.479	0.180
16	0.451	1.160
14	0.391	0.140
12	0.391	0.120
10	0.357	0.100
8	0.319	0.080
7	0.299	0.070
6	0.276	0.060
5.5	0.265	0.055
5	0.252	0.050
4.5	0.239	0.045
4	0.226	0.040
3.5	0.211	0.035
3	0.195	0.030
2.5	0.178	0.025
2	0.160	0.020
1.5	0.138	0.015
1.2	0.124	0.012
1	0.113	0.010
0.5	0.080	0.005

C. When deformed wire is required, the size number shall be preceded by D and for smooth wire the prefix shall be shown.

2.04 CHAIRS AND SUPPORTS:

A. Chairs and Supports shall be steel, precast mortar or concrete blocks cast in molds meeting the approval of the ENGINEER of sufficient strength to position the reinforcement as indicated when supporting the dead load of the reinforcement, the weight of the workers placing concrete and the weight of the concrete bearing on the steel.

B. Chairs shall be plastic coated when indicated.

C. Chair types and uses shall be as follows:

Chair Types and Applicable Uses

Structural or Architectural Elements (columns, beams, walls, slabs)exposed to weather, and subject to sand blasting, water blasting or grinding.	Galvanized steel or steel chairs with plastic coated feet.
Structural or Architectural Elements exposed to weather and subject to sand blasting, water blasting or grinding.	Stainless steel chairs.
Structural or Architectural Elements not exposed to weather or corrosive condition.	Uncoated steel chairs.

Slabs and grade beams cast on grade. Steel chairs with a base with 9 inch^2 minimum area or sufficient area to prevent the chair from sinking into fill or sub-grade. Precast mortar or concrete blocks meeting the requirements of this item may be used.

2.05 BENDING:

A. The reinforcement shall be bent cold, true to the shapes indicated. Bending shall preferable be done in the shop.

B. Irregularities in bending shall be cause for rejection.

C. Unless otherwise indicated, the inside diameter of bar bends, in terms of the nominal bar diameter (d), shall be as follows:

1. Bends of 90 degrees and greater in stirrups, ties and other secondary bars that enclose another bar in the bend.

Bar Number	Grade 40	Grade 60
3, 4, 5	3d	4d
6, 7, 8	4d	5d

2. All bends in main bars and in secondary bars not covered above:

Bar Number	Grade 40	Grade 60	Grade 75
3 thru 8	6d	6d	--
9, 10	8d	8d	--
11	8d	8d	8d
14, 18	10d	10d	--

2.06 STORAGE:

A. Steel reinforcement shall be stored above the surface of the ground upon platforms, skids or other supports and shall be protected as far as practicable from mechanical injury and surface deterioration caused by exposure to conditions producing rust.

B. When placed in the work, reinforcement shall be free from dirt, paint, grease, oil or other foreign materials. Reinforcement shall be free from injurious defects such as cracks and laminations.

C. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum dimensions, cross sectional area and tensile properties of a hand wire brushed specimen meets the physical requirements for the size and grade of steel indicated.

2.07 SPLICES:

A. No splicing of bars, except when indicated or specified herein, will be permitted without written approval of the ENGINEER.

B. No substitution of bars will be allowed without the approval of the ENGINEER. Any splicing of substituted bars shall conform to Table 03330-1.

C. Splices not indicated will be permitted in slabs no more than 15 inches in thickness, columns, walls and parapets, but not included for measurement, subject to the following:

1. Splices will not be permitted in bars 30 feet or less in plan length.
2. For bars exceeding 30 feet in plan length, the distance center to center of splices shall not be less than 30 feet minus 1 splice length, with no more than 1 individual bar length less than 10 feet.

3. Splices not indicated, but permitted hereby, shall conform to Table 03330-1. The specified concrete cover shall be maintained at such splices and the bars placed in contact and securely tied together.

TABLE 03330-1

Minimum Lap Requirements

Bar Number	Grade 40	Grade 60
3	1 foot 0 inches	1 foot 0 inches
4	1 foot 2 inches	1 foot 9 inches
5	1 foot 5 inches	2 feet 2 inches
6	1 foot 9 inches	2 feet 7 inches
7	2 feet 4 inches	3 feet 5 inches
No. 8	3 feet 0 inches	4 feet 6 inches
No. 9	3 feet 10 inches	5 feet 8 inches
No. 10	4 feet 10 inches	7 feet 3 inches
No. 11	5 feet 11 inches	8 feet 11 inches

D. Spiral steel shall be lapped a minimum of 1 turn. Bar No. 14 and No. 18 may not be lapped.

E. Welding of reinforcing bars may be used only where indicated or as permitted herein. All welding operations, processes, equipment, materials, workmanship and inspection shall conform to the requirements indicated. All splices shall be of such dimension and character as to develop the full strength of the bar being spliced.

F. End preparation for butt welding reinforcing bars shall be done in the field, except Bar No. 6 and larger shall be done in the shop. Delivered bars shall be of sufficient length to permit this practice.

G. For box culvert extensions with less than 1 foot of fill, the existing longitudinal bars shall have a lap with the new bars as shown in Table 03330-1.

H. For box extensions with more than 1 foot of fill, a minimum lap of 6 inches will be required.

I. Unless otherwise indicated, dowel bars transferring tensile stress shall have a minimum embedment equal to the minimum lap requirements shown in Table 03330-1.

J. Shear transfer dowels shall have a minimum embedment of 12 inches.

PART 3 - EXECUTION

3.01 PLACING:

A. Reinforcement shall be placed as near as possible in the position indicated. Unless otherwise indicated, dimensions shown for reinforcement are to the centers of the bars.

B. In the plane of the steel parallel to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of the spacing between bars. In the plane of the steel perpendicular to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch.

C. Cover of concrete to the nearest surface of steel shall be as follows:

ITEM	MINIMUM COVER INCHES
1. Concrete cast against and permanently exposed to earth.	3
2. Concrete exposed to earth or weather:	
Bar No. 6 through 18 bars	2
Bar No. 5, W31 or D31 wire and smaller	1 1/2
3. Concrete not exposed to weather or in contact with ground:	
Slabs, walls, joists:	
Bar No. 14 and 18	1 1/2
Bar No. 11 and smaller	1
Beams, columns:	
Primary reinforcement, ties, stirrups, spirals	1 1/2
Shells, folded plate members:	
Bar No. 6 and larger	1
Bar No. 5, W31 or D31 wire, and smaller	1

D. Vertical stirrups shall always pass around the main tension members and be attached securely thereto. The reinforcing steel shall be spaced its required distance from the form surface by means of approved galvanized metal spacers, metal spacers with plastic coated tips, stainless steel spacers, plastic spacers or approved precast mortar or concrete blocks. For approval of plastic spacers on a project, representative samples of the plastic shall show no visible indications of deterioration after immersion in a 5 percent solution of sodium hydroxide for 120 hours.

E. All reinforcing steel shall be tied at all intersections, except that where spacing is less than 1 foot in each direction, alternate intersections only need be tied. For reinforcing steel cages for other structural members, the steel shall be tied at enough intersections to provide a rigid cage of steel. Mats of wire fabric shall overlap each other 1 full space as a minimum to maintain a uniform strength and shall be tied at the ends and edges.

F. Where prefabricated deformed wire mats are specified or if the CONTRACTOR requests, welded wire fabric may be substituted for a comparable area of steel reinforcing bar plan, subject to the approval of the ENGINEER.

G. A suitable tie wire shall be provided in each block, to be used for anchoring to the steel. Except in unusual cases and when specifically authorized by the ENGINEER, the size of the surface to be placed adjacent to the forms shall not exceed $2^{1/2}$ inches square or the equivalent thereof in cases where circular or rectangular areas are provided. Blocks shall be cast accurately the thickness required and the surface to be placed adjacent to the forms shall be a true plane, free of surface imperfections.

H. Reinforcement shall be supported and tied in such a manner that sufficiently rigid cage of steel is provided. If the cage is not adequately supported to resist settlement or floating upward of the steel overturning of truss bars or movement in any direction during concrete placement, permission to continue concrete placement will be withheld until corrective measures are taken. Sufficient measurements shall be made during concrete placement to insure compliance with the above.

I. No concrete shall be deposited until the ENGINEER has reviewed the placement of the reinforcing steel and all mortar, mud, dirt, etc, shall be cleaned from the reinforcement, forms, workers' boots and tools.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. The measurement of quantities of reinforcement furnished and placed will be based on the calculated weight of the steel actually placed as indicated, with no allowance made for added bar lengths for splices requested by the CONTRACTOR nor for extra steel used when bars larger than those indicated or with a higher grade of steel are substituted with the permission of the ENGINEER.

B. Tie wires and supporting devices will not be included in the calculated weights.

C. The calculated weight of bar reinforcement will be determined using the theoretical bar weight set forth in this item.

D. Measurement required by a change in design will be computed as described above for the actual steel required to complete the work.

4.02 PAYMENT:

A. The accepted quantities of reinforcing steel will be paid for at the contract unit bid price per pound complete in place.

B. When not listed as a separate contract pay item, reinforcing steel shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work, will be for furnishing, bending, fabricating, welding and placing reinforcement, for all clips, blocks, metal spacers, ties, chairs, wire or other materials used for fastening reinforcement in place and for all tools, labor, equipment and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 09100

CONSTRUCTION TRAFFIC CONTROL

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This item shall consist of the construction, manipulation, maintenance and removal, if required, of detours of the length and to the lines, grades, and typical sections indicated and providing for installing, moving, replacing, maintaining, cleaning and removing upon completion of the work, as required, all detour markers, signs, barricades and other devices used in traffic control and handling at the construction site as indicated or as directed by the ENGINEER.

B. This item shall also consist of providing, installing, moving, replacing, maintaining, cleaning and removing temporary or permanent street closure barricades, signs or other devices required to handle the traffic in conformance with the current edition of the Texas Manual of Uniform Traffic Control Devices for Street and Highways and as indicated or directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 CONSTRUCTION TRAFFIC CONTROL SIGNS:

A. Construction traffic control signs shall conform to the provisions of Section 9000 except as noted in the plans or as directed by the ENGINEER.

B. Construction traffic control signs used herein shall be fabricated using sheeting conforming to the requirements of Table 9000-3.

C. The substrate for construction signs need only be sufficiently durable to last the life of the project and sufficiently rigid to hold the sheeting in a flat plane.

2.02 SIGN SUPPORTS:

A. Supports for construction traffic control signs shall be grade #2 fir or yellow pine, pressure treated with pentachlorophenol.

B. Supports shall have a minimum nominal size of 4-inches x 4-inches and conform to the details shown on the plans.

2.03 PORTABLE SIGN SUPPORT:

A. Materials for portable sign supports shall comply with the details shown on the plans. Portable sign supports other than those shown on the plans shall be submitted to the Project Manager for approval prior to use.

2.04 BARRICADES:

A. Barricades shall be classified as Type I, Type II, or Type III and shall comply with the details shown on the plans and the TMUTCD.

B. Barricade rails shall be fabricated using S4S grade #2 fir or yellow pine and reflectorized sheeting conforming to the requirements shown in Table 9000-3.

2.05 VERTICAL PANELS:

A. Materials for vertical panels shall conform to the details shown on the plans. Vertical panels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements of the TMUTCD and Table 9000-3.

2.06 CONSTRUCTION TRAFFIC MARKINGS:

A. Construction traffic markings shall comply with Section 9990 and the details shown in the plans.

2.07 ABBREVIATED PAVEMENT MARKINGS FOR CONSTRUCTION:

A. The pavement-marking material shall consist of an adhesive-backed reflective tape which can be applied to the pavement. Markings shall be of goof appearance, have straight, unbroken edges and have a color that complies with all federal regulations.

1. COLOR

a) The markings, as well as retroreflected light from the markings, shall be white or yellow as indicated.

2. VISIBILITY

a) The pavement markings (during daylight hours) shall be distinctively visible for a minimum of 300 feet unless sight distance is restricted by geometric roadway features.

b) The pavement markings (when illuminated by automobile low beam headlights at night) shall be distinctly visible for a minimum of 160 feet unless sight distance is restricted by geometric features.

c) The above day and night visibility requirements shall be met when viewed from an automobile traveling on the roadway.

2.08 CHANNELIZATION DEVICES:

A. BARRELS

1. Barrels shall be of metal or nonmetal composition approved by the ENGINEER and of 30 to 55 gallon capacity. Only one size may be used on the project. The barrels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements of TMUTCD and Table 9000-3. The markings on the barrels shall be horizontal, circumferential, orange wide. There shall be a minimum of 55 alternating orange and white stripes on each barrel. Barrels shall also conform to the details shown on the plans.
2. Type "B" barrels shall be equipped with either Type "A" low intensity or Type "C" steady- burn warning lights complying with the provisions to TMUTCD and the ITE standard for flashing and steady-burn lights. The use warning lights shall be as directed by the ENGINEER.

B. TRAFFIC CONES

1. Traffic cones shall conform to the details shown on the plans.

C. TUBULAR TRAFFIC MARKERS

1. POST

a) The post shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
b) Dimensions:

Outside Diameter ..... 2.23 inches to 4 inches
Wall Thickness..... 0.125 inch minimum
Length..... 18 to 36 inches
Color ..... Orange

2. BASE

a) The base shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
b) Dimensions:

Height..... 1/2 to 2 inches
Outside Diameter ..... 7 to 12 inches
Color..... black or same color as post

3. ASSEMBLY UNITS

a) Assembly units which are inherent with the particular marker shall be as per manufacturer's recommendations.

4. ADHESIVES

a) Adhesive shall be epoxy type (permanent installation or butyl type (temporary installation) as per manufacturer's recommendations.

b) Other methods approved by the ENGINEER prior to initiating the work may be used; however, said approval does not abrogate the CONTRACTOR'S responsibility of effecting the temporary or permanent installation.

5. REFLECTORIZATION

a) If used at night, tubular traffic markers shall have two 3-inch, circumferential reflective bands, no more than 2-inches from the top with no more than 6-inches separating the bands. Reflective material shall be SIA-250 or higher sheeting conforming to the provisions of Section 9000. The color of reflective material shall be as shown in the plans.

2.09 SEQUENTIAL ARROW DISPLAYS

A. Sequential arrow displays shall be sequentially lighted and roof or trailer mounted. The minimum panel size shall be 30-inches high an 54-inches wide. The display shall have 22 hooded sealed beam amber lamps rated at a maximum intensity of 8800 candlepower.

B. Light intensity shall be adjustable by dimmer switch. The operating modes shall be as follows:

1. Pass Left. 3 chevrons of 5 lamps each sequence in right to left pattern 40 to 50 times per minute.
2. Pass Right. 3 chevrons of 5 lamps each sequence in left to right pattern 40 to 50 times per minute.
3. Pass Either Side. The two outermost chevrons on each end of the panel pointing like arrowheads and flashing 40 to 50 times per minute with crossing row of lamps burning continuously.
4. Warning. 4 lamps, one at each corner of the panel, flashing 40 to 50 times per minute.

2.10 MATERIALS FOR CONSTRUCTION DETOURS

A. FLEXIBLE BASE

1. Flexible base shall conform to Section 2601.

B. ASPHALT TREATED BASE

1. Asphalt treated base shall conform to Section 2604.

C. PRIME COAT

1. Prime Coat shall conform to Section 2610.

D. TACK COAT

1. Tack Coat shall conform to Section 2620.

E. SEAL COAT

1. Seal Coat shall conform to Section 2617 or Section 2645.

F. HOT MIX ASPHALTIC CONCRETE PAVEMENT

1. Hot Mix shall be Type D conforming to Section 2612.

G. SEEDING

1. Seeding shall conform to Section 0000.

PART 3 - EXECUTION

3.01 CONSTRUCTION TRAFFIC CONTROL SIGNS AND SIGN SUPPORTS:

A. Construction traffic control signs and sign supports shall be installed at locations noted on the plans in conformance with the TMUTCD or as directed by the ENGINEER.

3.02 PORTABLE SIGN SUPPORTS:

A. Portable sign supports for traffic control devices for detours shall be furnished by the CONTRACTOR, shall be installed at the locations shown on the plans, unless otherwise shown on the plans, and shall remain the property of the CONTRACTOR.

B. Unless otherwise specified, portable sign supports shall be of the dimensions shown on the plans.

3.03 BARRICADES:

A. Barricades shall be installed in conformity with the details noted on the plans or as directed by the ENGINEER.

3.04 VERTICAL PANELS:

A. Vertical panels shall be installed in conformity with the details noted on the plans or as directed by the ENGINEER.

3.05 CONSTRUCTION TRAFFIC MARKINGS:

A. Construction traffic markings shall be installed in conformity with Section 9990 and the details shown on the plans or as directed by the ENGINEER.

3.06 ABBREVIATED PAVEMENT MARKING FOR CONSTRUCTION:

A. Abbreviated markings meeting all specification requirements shall be in place on all roadways on which traffic is allowed and where suitable standard pavement marking is not in place. The transverse location of the line(s) formed by the markings shall be as determined by the ENGINEER.

B. Unless otherwise indicated, the abbreviated markings shall be placed as follows:

Condition	Spacing	Length of Stripe
Straight	40 feet approximately	48 inch
Curve greater than 2 degrees	20 feet maximum	48 inch
Curve less than or equal 2 degrees	40 feet maximum	48 inch

C. Pavement markings shall be a minimum of 3 7/8 inches wide. Length and spacing will be in accordance with these specifications.

D. The spacing of stripes may be modified by the ENGINEER. However, the maximum spacing specified above shall not be exceeded in any case.

E. The CONTRACTOR will be responsible for maintaining the abbreviated pavement markings until standard pavement markings are in place.

F. Abbreviated pavement markings shall be removed after all permanent markings have been place.

3.07 CHANNELIZATION DEVICES:

A. TYPE "A" BARRELS

1. Type "A" barrels shall be used during daylight hours only and shall not be equipped with warning lights of any type.

B. TYPE "B" BARRELS

1. Type "B" barrels shall be equipped with warning lights. Type "B" barrels shall be used during nighttime hours only, unless otherwise shown on the plans or directed by the Project Manager.
2. The term "daylight hours" refers to those hours between dawn and dusk. The term "nighttime hours" refers to those hours between dusk and dawn.

C. TRAFFIC CONES

1. Traffic cones shall be installed in conformity with the plans and the TMUTCD or as directed by the ENGINEER.

D. TUBULAR TRAFFIC MARKERS

1. The metal, concrete, or bituminous surface where the tubular traffic markers are to be placed shall be thoroughly cleaned.
2. Metal and concrete surfaces shall be sandblasted or wire brushed. Bituminous surfaces shall be cleaned in accordance with manufacturer's recommendations.
3. All loose sand, dust and other deleterious debris from cleaned mounting surfaces shall be removed.
4. Tubular traffic markers shall be installed in conformity with details and at locations shown on the plans or as directed by the ENGINEER and in accordance with the manufacturer's recommendation.
5. In the event that removal of an installation (temporary or permanent) is effected and the metal, concrete, or bituminous surface is damaged the CONTRACTOR shall repair and otherwise restore said surface to its original condition at no additional cost to the County.
6. All defective post(s), base(s), assembly unit(s), adhesive(s), or reflective sheeting contributing to the detriment of the intended function of the tubular traffic markers shall be replaced by the CONTRACTOR at no additional cost to the COUNTY.

E. Channelization devices shall be and installed in accordance with the details shown on the plans, except that barrels shall be as noted herein.

3.08 SEQUENTIAL ARROW DISPLAY:

A. Sequential arrow displays shall be used according to the requirements shown on the plans and shown in TMUTCD.

3.09 CONSTRUCTION DETOURS:

A. The detours shall be constructed at the locations and to the lines and grades indicated and it shall be the entire responsibility of the CONTRACTOR to provide for the passage of traffic in comfort and safety without creating a dust problem.

3.10 CONSTRUCTION METHODS:

A. Prior to commencing construction, suitable "Construction Traffic Control" devices shall be installed to protect the workers and the public.

B. The CONTRACTOR shall be responsible for installing all markers, signs and barricades conforming to The Texas Manual on Uniform Traffic Control Devices and/or as indicated. If, in the opinion of the ENGINEER, additional markers, signs or barricades are needed in the interest of safety, the CONTRACTOR will install such as are required or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Measurement of various items described in this specification complete in place will be made as follows:

1. Construction traffic control sign assemblies, consisting of the applicable signage mounted on either sign supports or portable sign supports, shall be measured per each or lump sum.
2. Barricades shall be measured by the type per each.
3. Vertical panels shall be measured per each. Supports required for vertical panels will not be measured for payment but will be considered incidental to the completion of the work.
4. Construction traffic markings shall be measured per linear foot.
5. Abbreviated pavement markings for construction shall be measured per linear foot.
6. Channelization devices shall be measured per each for the category and type shown.
7. Sequential arrow display shall be measured per each.
8. Construction detours shall be measured per each or considered incidental to completion of construction.
9. Construction traffic control plan, consisting of any or all of the items described herein, shall be measured lump sum or incidental to completion of construction.

4.02 PAYMENT:

A. The accepted quantities of construction traffic control devices shall be paid at the contract unit bid price per the unit of measurement noted above.

B. Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION ITEM 420

CONCRETE STRUCTURES

420.1. Description. This Item shall govern for the construction of all types of structures involving the use of cast-in-place concrete. All structures shall be constructed in accordance with the details shown on the plans and this Item.

420.2. Materials.

(1) Concrete. All concrete shall conform to the provisions of Item 421, "Portland Cement Concrete".

The class of concrete for each type of structure or unit shall be as shown on the plans, or by pertinent governing specifications.

(2) Reinforcing Steel. All reinforcing steel shall conform to the provisions of Item 440, "Reinforcing Steel".

(3) Expansion Joint Material. The following materials shall conform to the requirements of Item 433, "Joint Sealants and Fillers".

(a) Preformed Fiber Material. Preformed fiber expansion joint material shall conform to the dimensions shown on the plans. Unless otherwise specified, "Preformed Bituminous Fiber Material" shall be used.

(b) Joint Sealing Material. Unless shown otherwise, the sealer shall be a "Low Modulus Silicone Sealant".

(c) Asphalt Board. Asphalt board shall conform to the dimensions shown on the plans.

(d) Rebonded Neoprene Filler. Rebonded neoprene filler shall conform to the dimensions shown on the plans.

(4) Waterstop.

(a) Rubber waterstop or polyvinyl chloride (PVC) waterstop shall be in conformance with Item 435, "Elastomeric Materials".

(b) Other types shall be as shown on the plans.

(5) Curing Materials.

(a) Membrane curing shall conform to Item 526, "Membrane Curing".

(b) Cotton mats shall consist of a filling material of cotton "bat" or "bats" (min. 12 oz. per sq. yd.); covered with un-sized cloth (min. six (6) oz. per sq. yd.); tufted or stitched to maintain stability; shall be free from tears; and shall be in good general condition.

(c) Polyethylene sheeting shall be four (4) mil. minimum thickness and free from visible defects. It shall be clear or opaque white except when the temperature during the curing period does not exceed 60 F or when applicable to control temperature during mass pours.

(d) Burlap-polyethylene mats shall be made from burlap impregnated on one side with a film of opaque white pigmented polyethylene and free from visible defects.

(e) Laminated mats shall have not less than one (1) layer of an impervious material such as polyethylene, vinyl plastic or other acceptable material (either as a solid sheet or impregnated into another fabric) and shall be free of visible defects.

(6) Admixtures. Concrete admixtures shall comply with the requirements of Item 437, "Concrete Admixtures".

(7) Epoxy. Unless otherwise specified, epoxy materials shall conform to Item 575, "Epoxy".

(8) Latex Emulsions. Latex emulsion used for latex based grout/mortar, latex adhesive grout/mortar or other purposes shall conform to Departmental Materials Specification D9-8110.

420.3. General Requirements. Before starting work, the Contractor shall inform the Engineer fully of the construction methods he proposes to use, the adequacy of which shall be subject to the approval of the Engineer.

Concurrence on the part of the Engineer of any proposed construction methods, approval of equipment, or of form and falsework plans does not relieve the Contractor of the responsibility for the safety or correctness of the methods, the adequacy of his equipment or from carrying out the work in full accordance with the contract.

Plans for forms and falsework for piers, superstructure spans over 20 feet long and for all bridge widening details shall be submitted to the Engineer for review. Similar plans shall be submitted for other units of the structure, if requested by the Engineer. The plans shall be prepared on standard 22 inch by 34 inch sheets and shall show all essential details of the proposed forms, falsework and bracing to permit a structural analysis. Four (4) sets of such plans will be required. One (1) set of design calculations shall accompany the submission of such plans. Plans, forms and falsework shall be designed, sealed, and signed by a professional engineer.

Forms or screed supports may be attached to I-beams or girders by welding, subject to the following requirements:

(1) Welds will not be permitted on tension flanges and in those areas shown on the plans or as directed by the Engineer.
(2) Welds shall be made in accordance with Item 448, "Structural Field Welding".

Unless otherwise shown on the plans, the time sequence in which construction operations may be carried on and in which completed structures may be opened to traffic shall be governed by the following:

(1) Superstructure members, forms, falsework, or erection equipment shall not be placed on the substructure before the concrete therein has attained a flexural strength of 425 psi.

(2) Storage of materials on completed portions of a structure will not be permitted until all curing requirements for those particular portions have been met.

(3) A minimum flexural strength of 340 psi will be required for the following:

(a) Forms erected on concrete footings supported by piling or drilled shafts.

(b) Forms on individual drilled shafts.

Such work may begin on spread footings and culvert footings, after the concrete therein has aged at least two (2) curing days. Concrete may be placed as soon as the forms and reinforcing steel are approved.

(4) The support of tie beam and/or cap forms by falsework placed on previously placed tie beams will be permissible provided such beams have attained 425 psi flexural strength, curing requirements are completed, and the member is properly supported to eliminate stresses not provided for in the design.

(5) Bridges and direct traffic culverts shall not be opened to construction traffic or to the traveling public until authorized by the Engineer in accordance with the following:

After the last slab concrete has been in place at least 14 days, authorization may be given for construction traffic on structures not to exceed three-quarter ton vehicles.

After the last slab concrete has been in place at least 21 days, authorization may be given for other construction traffic, or for the traveling public when necessary. Vehicles exceeding the legal load limit will be allowed in accordance with Item 6, "Control of Materials".

(6) Box culverts in fills may be opened to backfilling and compaction equipment when the concrete in the top slab has attained 425 psi flexural strength, and may be opened to other traffic as soon as sufficient backfill and/or embankment has been placed over the top to protect the culverts against damage from heavy construction equipment. The Contractor shall repair, at his expense, any damage inflicted on the culvert by construction traffic.

420.4. Drains. Weep holes and roadway drains shall be installed and constructed as shown on the plans.

420.5. Expansion Joints. Joints and devices to provide for expansion and contraction shall be

constructed in accordance with plan details and the requirements of this Item.

The bearing area under the expansion ends of concrete slabs and slab and girder spans shall be given a steel trowel finish, and finished to the exact grades required.

Bridging of concrete or mortar around expansion joint material in bearings and expansion joints shall be prevented.

All open joints and joints to be filled with expansion joint material shall be constructed using forms adaptable to loosening or early removal. To avoid expansion or contraction damage to the adjacent concrete, these forms shall be loosened as soon as possible after final concrete set to permit free movement of the span without requiring full form removal.

When a "Type A" joint is shown on the plans, preformed fiber joint material shall be used in the vertical joints of the roadway slab, curb, median or sidewalk and the top one (1) inch thereof shall be filled with the joint sealing material shown herein or shown on the plans.

The sealer shall be installed in accordance with Item 438, "Cleaning and/or Sealing Joints and Cracks (Portland Cement Concrete)", and the manufacturer's recommendations.

Where preformed fiber joint material is used, it shall be anchored to the concrete on one (1) side of the joint by light wire or nails.

Finished joints shall conform to the plan details with the concrete sections completely separated by the specified opening or joint material.

Soon after form removal and again where necessary after surface finishing, all concrete shall be removed from within the joint opening to insure full effectiveness of the expansion joint.

420.6. Construction Joints. The joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set shall be deemed a construction joint. The term monolithic placement shall be interpreted to mean that the manner and sequence of concrete placing shall not create a construction joint.

Construction joints shall be of the type and at the locations shown on the plans. Construction joints other than those shown on the plans will not be permitted in bridge slabs. Additional joints in other members will not be permitted without written authorization from the Engineer. When additional joints are authorized, they shall have details equivalent to those shown on the plans for joints in similar locations.

Unless otherwise provided, construction joints shall be square and normal to the forms. Bulkheads shall be provided in the forms for all vertical joints.

Construction joints requiring the use of joint sealing material shall be as shown on the plans.
A concrete placement terminating at a horizontal construction joint shall have the top surface roughened thoroughly as soon as practicable after initial set is attained.

The hardened concrete surface shall be thoroughly cleaned of all loose material, laitance, dirt or foreign matter and saturated with water. All freewater shall be removed and the surface shall be in a moist condition when concrete and/or bonding grout is placed against it.

Forms shall be drawn tight against the existing concrete to avoid mortar loss and offsets at joints.

When shown on the plans or in other specifications, the joint surface shall be coated with bonding mortar, grout, or other specified material.

When shown on the plans, Type V epoxy material shall be used for bonding fresh concrete to hardened concrete. The bonding epoxy shall be placed on a clean, dry surface and shall be tacky when the fresh concrete is placed.

420.7. Seal for Foundations. Concrete for foundation seals, unless otherwise specified, shall be in accordance with Item 400, "Excavation and Backfill for Structures".

420.8. Falsework. Falsework shall be designed and constructed to safely carry the maximum anticipated loads, including wind loads, and to provide the necessary rigidity. Details of falsework construction shall be subject to review and approval by the Engineer in accordance with the provisions of Article 420.3.

For evaluating the adequacy of job fabricated falsework, a weight of 150 pounds per cubic foot shall be assumed for concrete, and a live load allowance of 50 pounds per square foot of horizontal surface of the form work shall be included. The maximum stresses shall not exceed 125 percent of the allowable stresses used by the Department for the design of structures.

Commercially produced structural units used in falsework shall not exceed the manufacturer's maximum allowable working load for moment, and shear or end reaction. The maximum allowable working load shall include an allowance of 35 pounds per square foot of horizontal form surface and sufficient details and data shall be submitted to the Engineer for approval.

All timber used in falsework shall be sound, in good condition, and free from defects which would impair its strength.

When wedges are used to adjust falsework to desired elevations, the wedges shall be used in pairs to insure even bearing. The use of wedges to compensate for incorrectly cut bearing surfaces will not be permitted. Wedges shall be hardwood or metal.

Sills or grillages shall be large enough to support the superimposed load without settlement, and unless founded on solid rock, shale or other hard materials, precautions shall be taken to prevent yielding of the supporting material.

Falsework which cannot be founded on a satisfactory spread footing shall be placed on piling or drilled shafts having a bearing capacity sufficient to support the superimposed load without settlement. Falsework piling shall be driven to the required resistance determined by the

applicable formula given in Item 404, "Driving Piling". Drilled shafts for falsework shall be designed to carry the superimposed load using both skin friction and point bearing.

Welding, when used, shall conform to the requirements of Item 448, "Structural Field Welding". Each falsework bent shall be securely braced to provide the stiffness required with the bracing securely fastened to each pile or column it crosses.

The falsework shall be removed when no longer required. Falsework piling shall be pulled or cut off not less than six (6) inches below finished ground level. Falsework, piling or drilled shafts in a stream, lake, or bay shall be completely removed to a point specified by the Engineer to prevent any obstruction to the waterway.

420.9. Forms. All forms shall be constructed in accordance with the following:

(1) General. Except where otherwise specified, forms may be of either timber or metal.

Forms for round columns exposed to view shall be of steel, except that other materials will be allowed with written permission of the Engineer.

Studs, joists, wales or other devices used for form supports shall be of sufficient section and rigidity to withstand undue bulging or settling of the forms. Any device or method used for form support shall be subject to the approval of the Engineer.

Forms shall be designed for the pressure exerted by a liquid weighing 150 pounds per cubic foot. The rate of placing the concrete shall be taken into consideration in determining the depth of the equivalent liquid. Job fabricated forms shall be designed for an additional live load of 50 pounds per square foot of horizontal surface. The maximum unit stresses shall not exceed 125 percent of the allowable stresses used by the Department for the design of structures.

Commercially produced structural units used in form work shall not exceed the manufacturer's maximum allowable working load for moment, shear or end reaction. The maximum working load shall include a live load of 35 pounds per square foot of horizontal form surface and sufficient details and data shall be submitted to the Engineer for review.

Forms shall be practically mortar-tight, rigidly braced and strong enough to prevent bulging between supports and shall be maintained to the proper line and grade during concrete placement. Forms shall be maintained in a manner to prevent warping and shrinkage.

Offsets at form joints shall not exceed 1/16 inch. Form supports for slabs shall not be welded to the top flange of I-beams or girders except in accordance with the provisions of Article 420.3.

Deflections due to cast-in-place slab concrete and railing shown in the dead load deflection diagram shall be taken into account in the setting of slab forms.

All forms and footing areas shall be cleaned of any extraneous matter before placing concrete. Permission to place concrete will not be given until all preparatory work is complete to the

satisfaction of the Engineer.

If, at any stage of placement, the forms show signs of bulging or sagging, the portion of the concrete causing such condition shall be removed immediately, if necessary, and the forms shall be reset and securely braced against further movement.

(2) Timber Forms. Lumber for forms shall be properly seasoned, of good quality, and free from imperfections which would affect its strength or impair the finished surface of the concrete.

Forms or form lumber to be reused shall be maintained clean and in good condition. Any lumber which is split, warped, bulged, marred or has defects that will produce inferior work shall not be used and shall be promptly removed from the work.

Form lining will be required for all formed surfaces, except for the inside of culvert barrels, inlets, manholes and box girders; the bottom of bridge decks between beams or girders; surfaces that are subsequently covered by backfill material or are completely enclosed; and, any surface formed by a single finished board. Lining will not be required when plywood forms are used.

Form lining shall be of an approved type such as masonite or plywood. Thin membrane sheeting such as polyethylene sheets shall not be used for form lining.

Commercial form liners used to imprint a pattern or texture on the surface of the concrete shall be as shown on the plans and/or as approved by the Engineer.

Forms may be constructed of plywood not less than 1/2 inch in thickness. The grain of the face plies on plywood forms shall be placed parallel to the span between the supporting studs or joists.

Plywood used for forming surfaces which remain exposed shall be equal to that specified as B-B Plyform Class I or Class II Exterior of the U.S. Department of Commerce, National Institute of Standards and Technology, U.S. Product Standard, latest edition.

Studs and joists shall be spaced so that the facing form material remains in true alignment under the imposed loads.

Wales shall be spaced close enough to hold forms securely to the designated lines and scabbed at least four (4) feet on each side of joints to provide continuity. A row of wales shall be placed near the bottom of each placement.

Facing material shall be placed with parallel and square joints and securely fastened to supporting studs.

Forms for surfaces receiving only an ordinary finish and exposed to view shall be placed with the form panels symmetrical, i.e., long dimensions set in the same direction. Horizontal joints shall be continuous.

Molding for chamfer strips or other uses shall be made of materials of a grade that will not split

when nailed and which can be maintained to a true line without warping. Wood molding shall be mill cut and dressed on all faces. Unless otherwise provided herein or shown on the plans, forms shall be filleted at all sharp corners and edges with triangular chamfer strips measuring 3/4 inch on the sides.

Except at structures where railing is to be attached, culvert headwall heights shall be adjusted as necessary to provide a maximum projection of three (3) inches above the roadway slope unless otherwise directed by the Engineer. At the entrance of all box culverts, a three (3) inch chamfer shall be provided along the bottom edge of the top slab. Reinforcing steel shall be adjusted as necessary to provide a minimum 1 1/4 inch clear cover. No changes will be made in quantities and no additional compensation will be allowed for this work.

All forms shall be constructed to permit their removal without marring or damaging the concrete. The forms may be given a slight draft to permit ease of removal.

Metal form ties of an approved type or a satisfactory substitute shall be used to hold forms in place and shall be of a type that permits ease of removal of the metal as hereinafter specified.

All metal appliances used inside of forms for alignment purposes shall be removed to a depth of at least 1/2 inch from the concrete surface. The appliances shall be made so the metal may be removed without undue chipping or spalling of the concrete, and when removed, shall leave a smooth opening in the concrete surface. Burning off of rods, bolts or ties will not be permitted.

Any wire ties used shall be cut back at least 1/2 inch from the face of the concrete.

Devices holding metal ties in place shall be capable of developing the strength of the tie and adjustable to allow for proper alignment.

Metal and wooden spreaders which are separate from the forms shall be removed entirely as the concrete is being placed.

Adequate clean-out openings shall be provided for narrow walls and other locations where access to the bottom of the forms is not readily attainable.

The facing of all forms shall be treated with bond breaking coating of such composition that would not discolor or otherwise injuriously affect the concrete surface. Care shall be exercised to prevent coating of the reinforcing steel.

(3) Metal Forms. The foregoing requirements for timber forms regarding design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, reuse and wetting shall also apply to metal forms, except that these will not require lining, unless specifically noted on the plans.

The thickness of form metal shall be as required to maintain the true shape without warping or bulging. All bolt and rivet heads on the facing sides shall be countersunk. Clamps, pins or other connecting devices shall be designed to hold the forms rigidly together and to allow removal without injury to the concrete. Metal forms which do not present a smooth surface or which line up

improperly shall not be used. Metal shall be kept free from rust, grease or other foreign materials.

(4) Form Supports for Overhang Slabs. Form supports which transmit a horizontal force to a steel girder or beam, or to a pre-stressed concrete beam will be permitted, providing a satisfactory structural analysis has been made of the effect on the girder or beam and approval is granted by the Engineer.

When overhang brackets are used on pre-stressed concrete beam spans with slab overhangs not exceeding three (3) feet six (6) inches, bracing requirements shall conform to the details shown on the plans.

For spans in which the overhang exceeds three (3) feet six (6) inches, additional support will be required for the outside beams regardless of the type beam used. Details of the proposed support system shall be submitted by the Contractor for approval.

Holes in steel members for support of overhang brackets may be punched or drilled full size or may be torch cut to 1/4 inch under size and reamed full size. In no case shall the holes be burned full size. The hole shall be left open unless otherwise shown on the plans. The holes shall never be filled by welding.

420.10. Placing Reinforcement. Reinforcement shall be placed as provided in Item 440, "Reinforcing Steel". Reinforcing steel supports shall not be welded to I-beams or girders or to reinforcing steel except where shown on the plans to be permissible.

Post tensioning ducts shall be placed in accordance with the approved pre-stressing details, and in accordance with Item 426, "Pre-stressing". The Contractor shall maintain all ducts free of obstructions until all post tensioning operations are complete.

420.11. Placing Concrete-General. The Contractor shall give the Engineer sufficient advance notice before placing concrete in any unit of the structure to permit the inspection of forms, reinforcing steel placement and other preparations.

The sequence of placing concrete shall be as shown on the plans or as required herein.

Concrete placement will not be permitted when impending weather conditions would impair the quality of the finished work. If conditions of wind, humidity, and temperature are such that concrete cannot be placed without cracking, concrete placement shall be done in the early morning or at night. When concrete mixing, placing, and finishing is done in other than daylight hours, provisions shall be made to adequately light the entire placement site. The Engineer will approve the adequacy of such lighting before operations are begun.

Where work has been started and changes in weather conditions require protective measures, the Contractor shall furnish adequate shelter to protect the concrete against damage from rainfall, or from freezing temperatures as outlined in Article 420.12. If necessary to continue operations during rainfall, the Contractor shall also provide protective coverings for the material stockpiles. Aggregate stockpiles need to be covered only to the extent necessary to control the moisture

conditions in the aggregates.

After concrete has achieved initial set, at least one (1) curing day shall elapse before placing strain on projecting reinforcement in order to prevent damage to the concrete.

(1) Placing Temperature. The temperature of all concrete at the time of placement shall be not less than 50 F.

The temperature of cast-in-place concrete in bridge slabs and top slabs of direct traffic structures shall not exceed 85 F when placed. Concrete diaframs, parapets, concrete portions of railing, curbs, and sidewalks, unless monolithically placed with the slab, will not be subject to the above maximum. Other portions of structures, when shown on the plans, shall require the temperature control specified.

For mass concrete placements, as defined in Subarticle 420.11 (10), the concrete temperature at the time of placement shall not exceed 75 F.

(2) Transporting Time. The maximum time interval between the addition of cement to the batch and the placing of concrete in the forms shall conform to the requirements in Table 1.

Table 1
Temperature-Time Requirements

Concrete Temp (at point of placement)	Max Time (No Retarding Agent) Minutes	Max Time(1) (With Retarding Agent) Minutes
	Non-Agitated Concrete	
Above 80 F		30
80 F and Below	15	45
	30	
	Agitated Concrete	
Above 90 F		75
Above 75 F thru		90
90 F	45	120
75 F and Below	60	
	90	

(1) Normal dosage of retarder

(3) Transporting Equipment. The method and equipment used to transport concrete to the forms shall be capable of maintaining the rate of placement shown on the plans or required by the Engineer. Concrete may be transported by buckets, chutes, buggies, belt conveyors, pumps or

other methods.

When belt conveyors or pumps are used, sampling for testing should be done at the discharge end. When in the opinion of the Engineer, it is deemed impractical to sample at the discharge end, sampling may be done at the mixer provided that correlation testing is performed and documented to ensure specification requirements are met at the discharge end.

Concrete transported by conveyors shall be protected from sun and wind, if necessary, to prevent loss of slump and workability. Pipes through which concrete is pumped shall be shaded and/or wrapped with wet burlap, if necessary, to prevent loss of slump and workability. Concrete shall not be transported through aluminum pipes, tubes, or other aluminum equipment.

Pump lines shall conform to the following:

For Grade 2 coarse aggregate and smaller, the minimum size pump line shall be five (5) inches ID.

For Grade 1 coarse aggregate, the minimum size pump line shall be eight (8) inches ID.

Chutes, troughs, conveyors or pipes shall be arranged and used so that the concrete ingredients will not be separated. When necessary to prevent segregation, such equipment shall terminate in vertical down-spouts. Open troughs and chutes shall extend, if necessary, down inside the forms or through holes left in the forms.

All transporting equipment shall be kept clean and free from hardened concrete coatings. Water used for cleaning shall be discharged clear of the concrete.

(4) Forms. Openings in forms shall be provided, if needed, for the removal of laitance or foreign matter.

All forms, pre-stressed concrete panels, T-beams, and concrete box beams on which concrete is to be placed shall be wetted thoroughly prior to placing concrete thereon. Any remaining puddles of excess water shall be removed. The top of such members shall be in a moist surface dry condition when concrete is placed on them.

(5) Handling, Placing, and Consolidation. The method of handling, placing, and consolidation of concrete shall minimize segregation of the concrete and displacement of the reinforcement. A uniform dense compact mass shall be produced.

> **(a) Handling and Placing.** Concrete shall not have a free fall of more than five (5) feet, except in the case of thin walls such as in culverts or as specified in other items. Any hardened concrete splatter ahead of the plastic concrete shall be removed.
>
> Each part of the forms shall be filled by depositing concrete as near its final position as possible. Depositing large quantities at one point and running or working the concrete along the forms will not be allowed.

Concrete shall be deposited in the forms in layers of suitable depth but not more than 36 inches in thickness, unless otherwise directed by the Engineer.

Cold joints in a monolithic placement shall be avoided. The sequence of successive layers or adjacent portions of concrete shall be such that they can be vibrated into a homogeneous mass with the previously placed concrete. Not more than one (1) hour shall elapse between adjacent or successive placements of concrete, except as otherwise required by an approved placing procedure when revibration of the concrete is shown on the plans or specifications. This time requirement may be extended by 1/2 hour when the concrete contains not less than a normal dosage of retarding admixture.

An approved retarding agent shall be used to control stress cracks and/or cold joints in placements where differential settlement and/or setting time may induce stress cracking.

(b) Consolidation. All concrete shall be well consolidated and the mortar flushed to the form surfaces with immersion type vibrators. Vibrators which operate by attachment to forms or reinforcement will not be permitted, except on steel forms. At least one (1) stand-by vibrator shall be provided for emergency use in addition to those required for placement.

The concrete shall be vibrated immediately after deposit. A systematic spacing of the points of vibration shall be established to insure complete consolidation and thorough working of the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms. The vibrator may be inserted in a sloping or horizontal position in shallow slabs. The entire depth of each lift shall be vibrated, allowing the vibrator to penetrate several inches into the preceding lift. Concrete along construction joints shall be thoroughly consolidated by operating the vibrator along and close to but not against the joint surface. The vibration shall continue until thorough consolidation and complete embedment of reinforcement and fixtures is produced, but not long enough to cause segregation. Vibration may be supplemented by hand spading or rodding, if necessary, to insure the flushing of mortar to the surface of all forms.

(6) Slabs. Unless otherwise shown on the plans or other specifications, slab concrete shall be mixed in a plant located off the structure. Carting or wheeling concrete batches over completed slabs will not be permitted until the slabs have aged at least four (4) full curing days. For the remainder of the curing period, timber planking will be required for carting of the concrete. Carts shall be equipped with pneumatic tires. Curing operations shall not be interrupted for the purpose of wheeling concrete over finished slabs.

The storing of reinforcing or structural steel on completed roadway slabs generally shall be avoided and, when permitted, shall be limited to quantities and distribution that will not induce excessive stresses.

A longitudinal screed may be placed directly on previously placed concrete slabs for the purpose of checking and grading of an adjacent slab after the previously placed slab has aged not less than 24 hours. Actual screeding may be done after the previously placed slabs have aged at least 48 hours.

(7) Continuous Placements. For continuous placement of the deck on steel units, the initial set of the concrete shall be retarded sufficiently to insure that the concrete remains plastic in not less than three (3) spans immediately preceding the slab being placed. For simple spans, retardation shall be required only if necessary to complete finishing operations or as required by Article 420.13.

(8) Fogging and Interim Curing. From the time of initial strike off of the concrete until finishing is completed and required interim curing is in place, the unformed surfaces of slab concrete in bridge decks and top slabs of direct traffic culverts shall be fogged when necessary to replace water loss due to evaporation.

Fogging equipment shall be capable of applying water in a fine mist, not a spray. The fog shall be produced using equipment which pumps water or water and air under high pressure through a suitable atomizing nozzle. The equipment shall be hand operated and sufficiently portable for use in the direction of any prevailing wind. It shall be adaptable for intermittent use as directed by the Engineer to prevent excessive wetting of the concrete.

Interim curing will be required for slab concrete in bridge decks and top slabs of the direct traffic culverts immediately upon completion of final finish. Type 1-D membrane curing compound (Resin Base Only) will be required. Water curing will be required in accordance with Article 420.20 and shall be commenced as soon as possible without damaging the surface finish.

(9) Installation of Dowels and Anchor Bolts. Dowels and anchor bolts may be cast-in-place or installed by grouting with grout, epoxy or epoxy mortar. Holes for grouting may be formed or drilled.

(a) General. Holes for anchor bolts shall accommodate the bolt embedment required by the plans. Holes for dowels shall be a minimum of 12 inches deep unless otherwise shown on the plans. When grout or epoxy mortar is used, the diameter of the hole shall be not less than twice the dowel or bolt diameter nor more than the diameter plus 1 1/2 inches. When using epoxy, the hole diameter shall be 1/16 inch to 1/4 inch greater than the dowel or bolt diameter.

Holes shall be thoroughly cleaned of all loose material, oil, grease, or other bond breaking substance and blown clean with filtered compressed air. Holes shall be in a surface dry condition when epoxy type material is used. Holes shall be in a surface moist condition when portland cement grout is used. The Contractor shall develop and demonstrate a procedure for cleaning and preparing the holes for installation of the dowels and anchor bolts that is satisfactory to the Engineer. The void between the hole and dowel or bolt shall be completely filled with grouting material.

(b) Cast-in-Place or Grouted Systems. Portland cement grout, epoxy, epoxy mortar, or other prepackaged grouts as approved by the Engineer may be used.

Portland cement grout shall conform to the pertinent provisions of Item 421, "Portland

Cement Concrete". Epoxy (Type V) and Epoxy Mortar (Type VIII) shall conform to Item 575, "Epoxy". Grout, epoxy or epoxy mortar may be used as the binding agent unless otherwise indicated on the plans.

(c) Other Anchor Systems. These systems shall be in accordance with the plans and approved by the Engineer.

(10) Mass Placements. Unless otherwise shown on the plans, for monolithic mass placements having a least dimension greater than five (5) feet, the Contractor shall develop a plan to assure that during the heat dissipation period, the temperature differential between the central core of the placement and the exposed concrete surface does not exceed 35 F.

A detailed plan, along with an analysis of the associated heat generation and dissipation (heat flow analysis) shall be submitted to the Engineer for approval. No concrete shall be placed until this plan is approved.

This plan may include a combination of the following:

1. Selection of concrete ingredients to minimize heat of hydration.
2. Using ice or cooling concrete ingredients.
3. Controlling rate of concrete placement.
4. Using insulation to control heat loss.
5. Using supplemental heat to control heat loss.
6. Use of fly ash.

The Contractor shall furnish and install two (2) sets of strip chart temperature recording devices or approved equivalent at locations designated by the Engineer. These devices shall be accurate to within +/- 2 F within the range of 32 F to 212 F and shall be used to simultaneously measure the temperature of the concrete at the core and the surface.

420.12. Placing Concrete in Cold Weather. The Contractor is responsible for the protection of concrete placed under any and all weather conditions. Permission given by the Engineer for placing during cold weather will not relieve the Contractor of the responsibility for producing concrete equal in quality to that placed under normal conditions. Should concrete placed under such conditions prove unsatisfactory, it shall be removed and replaced.

Concrete may be placed only when the atmospheric temperature is greater than 35 F. Concrete shall not be placed in contact with any material coated with frost or having a temperature less than 32 F.

Aggregates shall be free from ice, frost and frozen lumps. When required, in order to produce the minimum specified concrete temperature, the aggregate and/or the water shall be heated uniformly, in accordance with the following:

The water temperature shall not exceed 180 F, nor shall the aggregate temperature exceed 150 F. The heating apparatus shall heat the mass of aggregate uniformly. The temperature

of the mixture of aggregates and water shall be between 50 F and 85 F before introduction of the cement.

The Contractor shall provide and install recording thermometer(s) or other suitable temperature measuring device(s) to verify that all concrete is effectively protected as follows:

(a) The temperature of all unformed surfaces of bridge decks and top slabs of direct traffic culverts shall be maintained at 50 F or above for a period of 72 hours from time of placement and above 40 F for an additional 72 hours.

(b) The temperature at the surface of all concrete in bents, piers, culvert walls, retaining walls, parapets, wingwalls, bottom of slabs, and other similar formed concrete shall be maintained at 40 F or above for a period of 72 hours from time of placement.

(c) The temperature of all concrete, including the bottom slabs (footings) of culverts placed on or in the ground, shall be maintained above 32 F for a period of 72 hours from time of placement.

Protection shall consist of providing additional covering, insulated forms or other means, and if necessary, supplementing such covering with artificial heating. Curing as specified under Article 420.20 shall be provided during this period until all requirements for curing have been satisfied.

When impending weather conditions indicate the possibility of the need for such temperature protection, all necessary heating and covering material shall be on hand and ready for use before permission is granted to begin placement.

Sufficient extra test specimens will be made and cured with the placement to ascertain the condition of the concrete as placed prior to form removal and acceptance.

420.13. Placing Concrete in Hot Weather. Unless otherwise directed by the Engineer, when the temperature of the air is above 85 F, an approved retarding agent will be required in all concrete used in superstructures and top slabs of direct traffic culverts.

420.14. Placing Concrete in Water. Concrete shall be deposited in water only when shown on the plans or with the written permission of the Engineer. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is being deposited. Pumping of water will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

The concrete shall be placed with a tremie, or other approved method, and shall not be permitted to fall freely through the water nor shall the concrete be disturbed after being placed. The concrete surface shall be kept approximately level during placement.

The tremie shall consist of a water-tight tube of a diameter which will permit adequate placement of the concrete, but not greater than 14 inches. The tremie shall be constructed so that the bottom

can be sealed and opened after the tremie is in place and fully charged with concrete. The tremie shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

The placing operations shall be continuous until the work is complete.

Unless otherwise specified, all classes of concrete placed under water, except Class E and Class SS, shall be redesigned to contain an additional sack of cement per cubic yard more than the mix design being used. Pilot beam tests may be waived by the Engineer for this redesign.

420.15. Placing Concrete in Superstructure. Unless otherwise shown on the plans, simple span bridge slabs shall be placed without transverse construction joints by using either a mechanical longitudinal screed or a self propelled transverse finishing machine. For small placements or for unusual conditions, the Engineer may waive the mechanical screed requirement and permit the use of manually operated screeding equipment. The screed shall be adequately supported on a header or rail system sufficiently stable to withstand the longitudinal or lateral thrust of the equipment. Unless otherwise shown on the plans, temporary intermediate headers will be permitted for placements exceeding 50 feet in length for the longitudinal screed, provided the rate of placement is rapid enough to prevent a cold joint and that these headers are designed for early removal to permit satisfactory consolidation and finish of the concrete at their locations.

Unless otherwise shown on the plans, slabs on continuous units shall be placed in one continuous operation without transverse construction joints using a mechanical longitudinal screed or a self propelled transverse finishing machine. For unusual conditions, such as widening, variable cross slopes or transitions, the Engineer may waive the mechanical screed requirement and permit the use of manually operated screeding equipment. Rails for transverse finishing machines which are supported from the beams or girders shall be installed so that the supports may be removed without damage to the slab. Bond between removable supports and the concrete shall be prevented in a manner acceptable to the Engineer. Rail support parts which remain embedded in the slab shall not project above the upper mat of reinforcing steel. Rail or screed supports attached to I-beams or girders shall be subject to the requirements of Article 420.3.

Unless otherwise shown on the plans, for transverse screeding, the minimum rate of concrete placement shall be 30 linear feet of bridge deck per hour. The Contractor shall furnish personnel and equipment capable of placing, finishing and curing the slab at an acceptable rate to insure compliance with the specifications.

The profile gradeline may require adjustment, due to variation in beam camber and other factors, to obtain the required cover over the slab reinforcement. Beams shall be set in a sufficient number of spans so that when adjustment is necessary, the profile gradeline can be adjusted over suitable increments and the revised gradeline will produce a smooth riding surface.

One (1) or more passes shall be made with the screed over the bridge deck segment prior to the placement of concrete thereon to insure proper operation and maintenance of grades and clearances.

Slab concrete shall be deposited between the exterior beam and the adjacent beam prior to placing concrete in the overhang portion of the slab.

For transverse screeding, concrete shall be placed in transverse strips. Additionally, on profile grades greater than 1 1/2 percent, placement shall begin at the lowest end.

For longitudinal screeding, concrete shall be placed in longitudinal strips starting at a point in the center of the segment adjacent to one side, except as provided herein, and the strip completed by placing uniformly in both directions toward the ends, except that for spans on a grade of 1 1/2 percent or more placing shall start at the lowest end.

The width of strips shall be such that the concrete therein will remain plastic until the adjacent strip is placed. Where monolithic curb construction is specified, the concrete shall be placed therein in proper sequence to be monolithic with the adjacent longitudinal strips of the slabs.

An approved system of checking shall be used to detect any vertical movement of the forms or falsework. Forms for the bottom surface of concrete slabs, girders and overhangs shall be maintained to the required vertical alignment during concrete placing.

Unless otherwise shown on the plans, girders, slab and curbs of slab and girder spans shall be placed monolithically. Concrete girder stems shall be filled first and the slab concrete placed within the time limits specified in Article 420.11.

Construction joints, when permitted for slab placements on steel and prestressed concrete beams, shall be as shown on the plans. Where plans permit segmental placing without specifying a particular order of placement, any logical placing sequence which will not result in the overstressing of any of the supporting members will be permitted subject to the approval of the Engineer.

Any falsework under steel girder or truss spans shall be released and the spans swung free on their permanent supports before placing any slab concrete thereon.

When the curb forms are filled, the top of curb and sidewalk section shall be brought to the correct camber and alignment and finished as described in Articles 420.18 and 420.23.

420.16. Placing Concrete in Box Culverts. Where the top slab and walls are placed monolithically in culverts more than four (4) feet in clear height, an interval of not less than one (1) nor more than two (2) hours shall elapse before placing the top slab to allow for settlement and shrinkage in the wall concrete.

The footing slab shall be accurately finished at the proper time to provide a smooth uniform surface. Top slabs which carry direct traffic shall be finished as specified in Article 420.19. Top slabs of fill type culverts shall be given a float finish.

420.17. Placing Concrete in Foundation and Substructure. Concrete shall not be placed in footings until the depth and character of the foundation has been inspected by the Engineer and permission has been given to proceed.

Placing of concrete footings upon seal concrete will be permitted after the cofferdams are free from water and the seal concrete cleaned. Any necessary pumping or bailing during the concreting operation shall be done from a suitable sump located outside the forms.

All temporary wales or braces inside cofferdams shall be constructed or adjusted as the work proceeds to prevent unauthorized construction joints.

When footings can be placed in a dry excavation without the use of cofferdams, forms may be omitted, if approved by the Engineer, and the entire excavation filled with concrete to the elevation of the top of footing. In this case, measurement for payment will be based on the footing dimensions shown on the plans.

Concrete in columns shall be placed monolithically between construction joints unless otherwise provided. Columns and caps and/or tie beams supported thereon may be placed in the same operation. To allow for settlement and shrinkage of the column concrete, it shall be placed to the lower level of the cap or tie beam and placement delayed for not less than one (1) hour nor more than two (2) before proceeding.

420.18. Treatment and Finishing of Horizontal Surfaces Except Roadway Slabs. All unformed upper surfaces shall be struck off to grade and finished. The use of mortar topping for surfaces under this classification will not be permitted.

After the concrete has been struck off, the surface shall be floated with a suitable float. Bridge sidewalks shall be given a wood float or broom finish or may be striped with a brush, as specified by the Engineer.

The tops of caps and piers between bearing areas shall be sloped slightly from the center toward the edge, and the tops of abutments and transition bents sloped from the backwall to the edge, as directed by the Engineer, so that the water drains from the surface. The concrete shall be given a smooth trowel finish. When shown on the plans, the top of caps and piers shall be coated with Type X epoxy material except for areas under shoes and bearing pads. Unless otherwise shown on the plans, the color shall be concrete gray. The color of the epoxy may be adjusted to concrete gray by the use of a black universal type tinting paste. Bearing areas for steel units shall be constructed in accordance with Item 441, "Steel Structures".

Bearing seat build-ups or pedestals for concrete units may be cast integrally with the cap or with a construction joint as follows:

The bearing seat build-ups shall be constructed of a latex based mortar or an epoxy mortar, mixed in accordance with the manufacturer's recommendation. Pedestals shall be constructed of Class "C" concrete, reinforced as shown on the plans.

Bearing areas under elastomeric pads or non-reinforced bearing seat build-ups shall be given a textured, wood float finish.

420.19. Finish of Roadway Slabs. In all roadway slab finishing operations, camber for specified vertical curvature and transverse slopes shall be provided.

For concrete slab or concrete slab girder spans cast in place on falsework, an additional amount of camber shall be provided to offset the initial and final deflections of the span. The additional amount of camber shall be determined from the dead load deflection diagram shown on the plans. When dead load deflection is not shown on the plans, the additional amount of camber shall be 1/8 inch per ten foot of span length but not to exceed 1/2 inch. For pan girder spans the additional camber for initial and final deflections shall be approximately 1/2 inch for 30 foot spans and 5/8 inch for 40 foot spans unless otherwise directed by the Engineer.

Roadway slabs supported on pre-stressed concrete, steel beams or girders shall receive no additional camber, except that for slabs without vertical curvature, the longitudinal camber shall be approximately 1/4 inch.

Dead load deflection shall be taken into account in setting the grades of headers and rail systems.

Work bridges or other suitable facilities shall be provided by the Contractor from which to perform all finishing operations and check measurements for slab thickness and reinforcement cover.

As soon as the concrete has been placed and vibrated in a section of sufficient width to permit working, the surface shall be approximately leveled, struck off and screeded, carrying a slight excess of concrete ahead of the screed to insure filling of all low spots. The screed shall be rigid enough to hold true to shape and shall have sufficient adjustments to provide for the required camber or section. A vibrating screed may be used if heavy enough to prevent undue distortion. The screeds, except those of the roller drum type, shall be provided with metal cutting edges.

Longitudinal screeds shall be moved across the concrete with a saw-like motion while their ends rest on headers or templates set true to the roadway grade or on the adjacent finished slab.

The surface of the concrete shall be screeded a sufficient number of times and at such intervals to produce a uniform surface, true to grade and free of voids.

If necessary, the screeded surface shall be worked to a smooth finish with a long handled wood or metal float, or hand floated from bridges over the slab.

When required by the Engineer, the Contractor shall perform sufficient checks with a long handled 10 foot straightedge on the plastic concrete to insure that the final surface will be within the tolerances specified below. The check shall be made with the straightedge parallel to the centerline. Each pass thereof shall lap half of the preceding pass. All high spots shall be removed and all depressions over 1/16 inch in depth shall be filled with fresh concrete and floated. The checking and floating shall be continued until the surface is true to grade and free of depressions, high spots, voids or rough spots.

Rail support holes shall be filled with concrete and finished to match the top of the slab.

Unless otherwise shown on the plans, when no additional wearing course is to be placed, the bridge deck surface shall be given a grooved steel tine finish. The grooves shall be approximately 1/8 to 3/16 inch deep, approximately 1/8 inch wide. The tines shall be randomly spaced approximately 3/4 to one (1) inch apart. The grooves shall run perpendicular to the structure center line when a transverse screed is used and parallel to the structure centerline when a longitudinal screed is used. Areas which receive insufficient texture depth shall receive additional texturing, when directed by the Engineer, by saw grooving in accordance with the procedure given below.

At the option of the Contractor, or when shown on the plans, the surface shall be given its final texture by saw grooving to meet the above requirements. Saw grooving may be done a minimum of four (4) days after the slab concrete has been placed. If saw grooving is done prior to the completion of curing, the curing shall be continued after sawing to provide the minimum curing time required.

When shown on the plans that a concrete overlay is to be placed on the slab (new construction) or on pre-stressed concrete box beams or other precast elements, the slab or the top surface of shear key and diafram concrete shall be given a broom finish. The finish shall have an average texture depth of approximately 0.035 inches with any individual test, not falling below 0.020 inches unless otherwise shown on the plans, when tested in accordance with Test Method Tex-436-A. Should the texture depth fall below that intended, the finishing procedures shall be revised to produce the desired texture.

When the plans require that an asphaltic seal, with or without overlay, on the slab (new construction), on pre-stressed concrete box beams or other precast elements, the slab or top surface of shear key and diafram concrete shall be given a lightly textured broom finish having an average texture depth of approximately 0.025 inches when tested in accordance with Test Method Tex-436-A.

Straightedge requirements will be required on slabs (new construction) to be overlaid.

After the concrete slab has attained final set, the Engineer may require that the finished surface be tested with a standard 10 foot straightedge. The straightedge shall be used parallel to the centerline of the structure to bridge any depressions and touch high spots. Ordinates of the irregularities, measured from the face of the straightedge to the surface of the slab, should normally not exceed 1/8 of an inch, making proper allowances for camber, vertical curve and surface texture; however, occasional variations exceeding this will be acceptable if, in the opinion of the Engineer, the variations will not produce unacceptable riding qualities.

When directed by the Engineer, irregularities exceeding the above shall be corrected. Areas which are corrected to produce satisfactory riding qualities shall be provided with an acceptable surface texture in a manner approved by the Engineer.

420.20. Curing Concrete. The Contractor shall inform the Engineer of the methods proposed for curing; shall provide the proper equipment and material in adequate amounts; and shall have the proposed methods, equipment and material approved prior to placing concrete.

Unless otherwise noted herein or shown on the plans, the choice of curing methods shall be at the option of the Contractor, except that the Engineer may require the same curing methods for like portions of a single structure.

Inadequate curing and/or facilities shall be cause for the Engineer to delay all concrete placement on the job until remedial action is taken.

All concrete shall be cured for a period of four (4) curing days except as noted herein.

Table 2
EXCEPTIONS TO 4-DAY CURING

Description	Type of Cement	Required Curing Days
Upper surfaces of bridge slabs, top slab of direct traffic culverts, and concrete overlays	I or III	8
	II or I/II*	10
	All types with fly ash	10
Concrete Piling Build-ups	All	6

*Meets the requirements of both Type I and Type II.

When the air temperature is expected to drop below 40 F, the concrete shall be covered with polyethylene sheeting, burlap-polyethylene blankets, mats or other acceptable materials to provide the protection required by Article 420.12.

A curing day is defined as a calendar day when the temperature, taken in the shade away from artificial heat, is above 50 F for at least 19 hours, or on colder days if satisfactory provisions are made to maintain the temperature of all surfaces of the concrete above 40 F for the entire 24 hours. The required curing period shall begin when all concrete therein has attained its initial set.

The following methods are permitted for curing concrete subject to the requirements of Table 3 and the following additional requirements for each method of curing:

(1) Form Curing. When forms are left in contact with the concrete, other curing methods

will not be required except for exposed surfaces and for cold weather protection.

(2) Water Curing. All exposed surfaces of the concrete shall be kept wet continuously for the required curing time. The water used for curing shall meet the requirements for concrete mixing water as specified in Item 421, "Portland Cement Concrete". Sea water will not be permitted. Water which stains or leaves an unsightly residue shall not be used.

(a) Wet Mat Curing. This curing method shall consist of keeping the concrete continuously wet by maintaining wet cotton mats in direct contact with the concrete for the required curing time. Damp burlap blankets made from nine (9) ounce stock may be placed on the damp concrete surface for temporary protection prior to the application of cotton mats. The cotton mats may then be placed dry and wetted down immediately after they are placed. The mats shall be weighted down adequately to provide continuous contact with all concrete where possible.

Surfaces which cannot be cured by direct contact shall be covered with mats forming an enclosure well anchored to the forms or ground so that outside air cannot enter the enclosure. Sufficient moisture shall be provided inside the enclosure to keep all surfaces of the concrete wet. Wet mat curing will be required for Part A in Table 3 when the anticipated ambient temperature is expected to remain above 40 F for the first 72 hours of the curing period.

Polyethylene sheeting, burlap-polyethylene blankets, laminated mats or insulating curing mats placed in direct contact with the slab will be required when the air temperature is expected to drop below 40 F during the first 72 hours of the curing period. These curing materials shall be weighted down with dry mats to maintain direct contact with the concrete and to provide insulation against cold weather. Supplemental heating or insulation may be required in cold and/or wet weather if the insulating cotton mats become wet or if the concrete drops below the specified curing temperature.

(b) Water Spray. This curing method shall consist of overlapping sprays or sprinklers that keep all unformed surfaces continuously wet.

(c) Ponding. This curing method requires the covering of the surfaces with a minimum of two (2) inches of clean granular material, kept wet at all times, or a minimum of one (1) inch depth of water. Satisfactory provisions shall be made to provide a dam to retain the water or saturated granular material.

(3) Membrane Curing. Unless otherwise provided herein or shown on the plans, either Type 1-D or Type 2 membrane curing compound may be used where membrane curing is permitted except that Type 1-D (Resin Base Only) will be required for bridge slabs and top slabs of direct traffic culverts and all other surfaces which may require a higher grade of surface finish.

Table 3

CURING REQUIREMENTS

STRUCTURE UNIT DESCRIPTION	REQUIRED		PERMITTED	
	Water for Complete Curing	Membrane for Interim Curing	Water for Complete Curing	Membrane for Complete Curing
A. Upper surfaces of Bridge Roadway, Median and Sidewalk slabs, Top Slabs of Direct Traffic Culverts.	X	X (Resin Base)		
B. Top Surface of any Concrete Unit upon which Concrete is to be placed and bonded at a later interval (Stub Walls, Risers, etc.). Other Super structure Concrete (Curbs Wingwalls, Parapet Walls, etc.).	X			
C. All Substructure Concrete, Culverts, Box Sewers, Inlets, Manholes, Retaining Walls, Riprap, Railing			*X	*X
All other concrete	As specified in other items.			

*Polyethylene Sheeting, Burlap-Polyethylene Mats or Laminated Mats in close intimate contact with the concrete surfaces will be considered equivalent to water or membrane curing.

For substructure concrete only one (1) type of curing compound will be permitted on any one (1) structure. Material requirements and construction methods shall be as required by Item 526, "Membrane Curing", except as changed herein.

Membrane curing shall not be applied to dry surfaces, but shall be applied just after free moisture has disappeared. Formed surfaces and surfaces which have been given a first rub shall be dampened and shall be moist at the time of application of the membrane.

When membrane is used for complete curing, the film shall remain unbroken for the minimum curing period specified. Membrane which is damaged shall be corrected immediately by reapplication of membrane. Unless otherwise noted herein or shown on the plans, the choice of membrane type shall be at the option of the Contractor.

420.21. Removal of Forms and Falsework. Except as herein provided, forms for vertical surfaces may be removed when the concrete has aged not less than 12 hours, provided the removal can be done without damage to the concrete.

Forms for inside curb faces may be removed at such time the removal can be done without damage to the curb.

Weight supporting forms and falsework for all bridge components and culvert slabs, except as noted herein, shall remain in place a minimum of four (4) curing days. The forms then may be removed if the concrete has attained a flexural strength of 425 psi, as evidenced by strength tests using test beams made from the same concrete and cured under the same conditions as the portion of the structure involved. Forms for other structural components may be removed as specified by the Engineer.

Inside forms (walls and top slabs) for box culverts and sewers may be removed after concrete has aged not less than one (1) day (24 hrs.) and has acquired a flexural strength of not less than 255 psi, provided an overhead support system, approved by the Engineer, is used to transfer the weight of the top slab to the walls of the box culvert or sewer before the support provided by the forms is removed.

When all test beams made for the purpose of form removal have been broken without attaining the required strength, forms shall remain in place for a total of 14 curing days.

The above provisions relative to form removal shall apply only to forms or parts thereof which are constructed to permit removal without disturbing forms or falsework required to be left in place for a longer period on other portions of the structure.

All forms and falsework shall be removed unless otherwise approved by the Engineer.

420.22. Defective Work. Any defective work shall be repaired as soon as possible.

Any defect which in the opinion of the Engineer cannot be repaired satisfactorily to the extent required by the Engineer shall be removed and replaced at the expense of the Contractor.

420.23. Finishing Exposed Surfaces. A Surface Finish shall be applied to all concrete surfaces and shall be in accordance with Item 427, "Surface Finishes for Concrete".

420.24. Measurement. The quantities of concrete of the various classifications which will constitute the completed and accepted structure or structures in place will be measured by the cubic yard, each, square foot, square yard, or linear foot as shown on the plans. Measurement will be as follows:

(1) General.

(a) All concrete quantities will be based on the dimensions shown on the plans or those established in writing by the Engineer. Diafram concrete, when required, will be included in the slab measurement.

(b) In determining quantities, no deductions will be made for chamfers less than two (2) inches, embedded portions of structural steel or pre-stressed concrete beams, piling, anchor bolts, reinforcing steel, drains, weep holes, junction boxes, electrical or telephone conduit, conduit and/or voids for pre-stressed tendons or for embedded portions of light fixtures.

(c) For pan girder spans, a quantity will be included for the screed setting required to provide proper camber in the roadway surface after form removal.

(d) For slabs on steel and pre-stressed beams, a quantity for the haunch between the slab and beams will be included when required. No measurement will be made during construction for variation in the amount of haunch concrete due to deviation from design camber in the beams.

(e) For slabs on panels, T-beams, or box beams, the combination of span length, theoretical camber in beams, computed deflections, and plan vertical curve will be taken into account in determining the quantity for the slab.

Additional concrete which may be required by an adjustment of the profile grade line during construction, to insure proper slab thickness, will not be measured for payment.

(f) Variation in concrete headwall quantity incurred when an alter- nate bid for pipe is permitted will not be measured for payment.

(g) Quantities revised by a change in design, measured as specified herein, will be increased or decreased, as the case may be, and included for payment.

(2) Plan Quantity. For structure elements designated in Table 4, and when measured by the cubic yard, this is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

When the quantity for a complete structure element has been erroneously included or omitted from the plans, the quantity shown on the plans for that element will be added to or deducted from the plan quantity and included for payment. A complete structure element will be the smallest portion of a total structure for which a quantity is included on the plans.

When the plan quantity for a complete structure element is in error by five (5) percent or more, a recalculation will be made and the corrected quantity included for payment.

(3) Measured in Place. For those Items not measured for plan quantity payment, measurement will be made in place.

Table 4
PLAN QUANTITY PAYMENT
(Cubic Yard Measurement Only)

Culverts and Wingwalls	Slabs on Steel Spans
Headwalls for pipe	Slabs on Pre-stressed Spans
Retaining Walls	Pan Girder Spans
Inlets and Manholes	Pile Bent Caps
Slab Spans	Shear Key Concrete
Slab and Girder Spans	Abutments

Note: Other structure elements may be paid for as "plan quantity", including pier and bent concrete, when shown on the plans.

For those portions of structures not listed in Table 4, the concrete quantities, measured as provided in Subarticle 420.24.(1) will be paid for at the unit price bid per "Cubic Yard", per "Each", per "Square Foot", per "Square Yard", or per "Linear Foot", in place, for the various classifications of concrete shown.

420.25. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the various structure elements specified of the various classes of concrete. This price shall be full compensation for furnishing, hauling and mixing all concrete materials; for furnishing, bending, fabricating, splicing, welding and placing the required reinforcement; for all clips, blocks, metal spacers, ties, wire or other materials used for fastening reinforcement in place; for placing, finishing and curing all concrete; for all grouting and pointing; for furnishing and placing drains; for furnishing and placing metal flashing strips; for furnishing and placing expansion-joint material required by this Item; and for all forms and falsework, labor, tools, equipment and incidentals necessary to complete the work.

Concrete which fails to meet minimum strength requirements may be rejected or a structural review may be made by the Engineer. Such concrete which is proven structurally adequate may be accepted at an adjusted price based on the following formula:

$A = .10Bp + .75(Sa/Ss)^2 Bp$
A = Amount to be paid per unit of measure
Sa = Actual strength from beams or cores.
Ss = Minimum required strength (specified)
Bp = Unit bid price

*** * * END OF SECTION * * ***

SECTION ITEM 421

PORTLAND CEMENT CONCRETE

421.1. Description. This Item shall govern for portland cement concrete to be used in concrete pavement, concrete structures and other concrete construction.

421.2. Materials. The concrete shall be composed of portland cement, (with or without) fly ash, fine and coarse aggregates and water.

(1) Cement. Portland cement shall conform to Item 524, "Hydraulic Cement".

Unless otherwise shown on the plans or in the specifications, the cement shall be either Type I, IP, II or III portland cement except as follows:

a. Type III cement shall not be used when the anticipated air temperature for the succeeding 12 hours will exceed 60 F.

b. Type III cement may be used, regardless of air temperature, in all precast concrete.

All cement used in a monolithic placement shall be of the same type.

Type I/II cement may be considered as either Type I or Type II cement except as otherwise noted.

Type IP cement may be used in lieu of Type I or Type II cement except when otherwise required by the plans or specifications. When Type IP cement is used, additional fly ash will not be permitted.

(2) Fly Ash. Fly ash shall conform to the requirements of Departmental Materials Specification D-9-8900. Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th Street, Austin, Texas 78701-2483.

When fly ash is used, "cement" shall be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of Type I, II or III portland cement and 20 to 35 percent fly ash by absolute volume, except that for classes of concrete which are specified to have less than five (5) sacks of portland cement per cubic yard, the fly ash replacement of cement shall not exceed 25 percent by absolute volume of the specified cement content. The Contractor has the option of using "cement plus fly ash" as defined herein for all classes of concrete except that Type B fly ash shall not be used when Type II cement is required, and no fly ash is permitted when a white portland cement is required.

(3) Mixing Water. Water for use in concrete and for curing shall be free from oils, acids, organic matter or other deleterious substances and shall not contain more than 1000 parts

per million of chlorides as Cl nor more than 1000 parts per million of sulfates as SO_4.

Water from municipal supplies approved by the State Health Department will not require testing, but water from other sources will be sampled and tested before use in concrete. Tests shall be made in accordance with AASHTO T26. A sample of approximately one (1) gallon shall be submitted to the Texas Department of Transportation, Division of Materials and Tests, 3800 Jackson Ave., Bldg. No. 5, Austin, Texas 78731-6033.

Water used in white portland cement concrete shall be free from iron and other impurities which may cause staining or discoloration.

(4) Coarse Aggregate. Coarse aggregate shall be washed and shall consist of durable particles of gravel, crushed blast furnace slag, crushed stone, or combinations thereof and shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter, or other objectionable material either free or as an adherent coating. When white portland cement is specified, the coarse aggregates used in the concrete shall be light colored. Quality shall be reasonably uniform throughout. Coarse aggregate shall not contain more than 0.25 percent by weight of clay lumps, nor more than one (1.0) percent by weight of shale, nor more than five (5.0) percent by weight of laminated and/or friable particles when tested in accordance with Test Method Tex-413-A. Coarse aggregate from each source shall have a wear of not more than 40 percent when tested in accordance with Test Method Tex-410-A.

Unless otherwise shown on the plans, coarse aggregate from each source will be subjected to five (5) cycles of both the sodium sulfate and the magnesium sulfate soundness test in accordance with Test Method Tex-411-A. When the loss is greater than 12 percent with sodium sulfate and/or 18 percent with magnesium sulfate, further testing will be required prior to acceptance or rejection of the material. A satisfactory record under similar conditions of service and exposure will be considered in the evaluation of material failing to meet these requirements.

When tested in accordance with Test Method Tex-401-A, the coarse aggregate, including combinations of aggregates when used, shall conform to the gradation requirements shown in Table 1, except as provided in Subarticle 427.8.(3) for exposed aggregate finishes.

TABLE 1

COARSE AGGREGATE GRADATION CHART

Aggregate Grade No.	Nominal Size Inches	Percent Retained on Each Sieve								
		2-1/2 in.	2 in.	1-1/2 in.	1 in.	3/4 in.	1/2 in.	3/8 in.	No. 4	No. 8
1	2	0	0-20	15-50		60-80			95-100	
2 (467)*	1-1/2		0	0-5		30-65		70-90	95-100	
3	1-1/2		0	0-5		10-40	40-75		95-100	
4 (57)*	1			0	0-5		40-75		90-100	95-100
5 (67)*	3/4				0	0-10		45-80	90-100	95-100
6 (7)*	1/2					0	0-10	30-60	85-100	95-100
7	3/8						0	5-30	75-100	
8	3/8						0	0-5	35-80	90-100

*Numbers in parenthesis indicate that these gradations conform to corresponding ASTM gradation in ASTM C33.

The loss by decantation in accordance with Test Method Tex-406-A plus the allowable weight of clay lumps, shall not exceed one (1) percent, or the value shown on the plans, whichever is smaller. In the case of aggregates made primarily from the crushing of stone, if the material finer than the 200 sieve is definitely established to be the dust of fracture, essentially free from clay or shale, as established by Part III of Test Method Tex-406-A, the percent may be increased to 1.5.

(5) Fine Aggregate. Fine aggregate shall be washed and consist of clean, hard, durable and uncoated particles of natural or manufactured sand or a combination thereof, with or without a mineral filler. When white portland cement is specified the fine aggregate used in the concrete shall be light colored. It shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter or other objectionable material and it shall not contain more than 0.5 percent by weight of clay lumps. When the aggregate is subjected to the color test for organic impurities in accordance with Test Method Tex-408-A, the test result shall not show a color darker than standard.

Unless otherwise shown on the plans, the acid insoluble residue of fine aggregate used in concrete subject to direct traffic shall be not less than 60 percent by weight when tested in accordance with Test Method Tex-612-J.

When tested in accordance with Test Method Tex-401-A, the fine aggregate or combinations of aggregates, including mineral filler, shall conform to the gradation requirements shown in Table 2.

Table 2

FINE AGGREGATE GRADATION CHART

	Percent Retained on Each Sieve							
Aggregate Grade No.	3/8 in.	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
1	0	0 to 5	0 to 20	15 to 50	35 to 75	65 to 90	90 to 100	97 to 100

Where manufactured sand is used in lieu of natural sand, the percent retained on the No. 200 sieve shall be 94 to 100.

Where the sand equivalent value is greater than 85, the retainage on the No. 50 sieve may be 65 to 94 percent.

Fine aggregate will be subjected to the Sand Equivalent Test (Test Method Tex-203-F). The sand equivalent shall not be less than 80 unless otherwise shown on the plans.

For all classes of concrete, except class K, the fineness modulus shall be between 2.30 and 3.10 as determined by Test Method Tex-402-A. The fineness modulus for class K shall be 2.6 to 2.8 unless otherwise shown on the plans.

(6) Mineral Filler. Mineral filler shall consist of stone dust, clean crushed sand, or other approved inert material. When tested in accordance with Test Method Tex-401-A, it shall conform to the following gradation:

Retained on No. 30 Sieve 0 percent

Retained on No. 200 Sieve 0-35 percent

(7) Admixtures. Admixtures and their use shall conform to the requirements of Item 437, "Concrete Admixtures". Calcium chloride will not be permitted.

(8) Mortar and Grout. Unless otherwise specified or approved by the Engineer, mortar and grout shall consist of one (1) part portland cement, two (2) parts finely graded sand and sufficient water to provide the desired consistency. Mortar may contain admixtures.

Post tensioning grout shall be in accordance with Item 426, "Prestressing".

Mortar shall have a consistency such that the mortar can be easily handled and spread by trowel.

Grout shall have a consistency such that the grout will flow into and completely fill all voids.

When required to prevent color difference, white cement shall be added to produce the color required. When shown on the plans or in the specifications, or when required by the Engineer, latex adhesive conforming to the requirements of Departmental Material Specification D-9-8110 shall be added to the mortar.

421.3. Storage of Materials.

(1) Cement, Fly Ash and Mineral Filler. All cement, fly ash and mineral filler shall be stored in well ventilated weatherproof buildings or approved bins, which will protect them from dampness or absorption of moisture. Each shipment of packaged cement shall be kept separated to provide easy access for identification and inspection.

The Engineer may permit small quantities of sacked cement to be stored in the open on a raised platform and under waterproof covering for a maximum of 48 hours.

(2) Aggregates. The method of handling and storing concrete aggregates shall prevent contamination with foreign materials. If the aggregates are stored on the ground, the sites for the stockpiles shall be clear of all vegetation and shall be level. The bottom six (6) inch layer of aggregate shall not be disturbed or used without re-cleaning.

When conditions require the use of two (2) or more sizes of aggregates, the aggregates shall be separated to prevent intermixing. Where space is limited, stockpiles shall be separated by physical barriers. Aggregates from different sources shall be stored in different stockpiles unless the aggregates are pre-blended as approved by the Engineer prior to stockpiling.

Methods of handling aggregates during stockpiling and their subsequent use shall be such that segregation will be minimized. The Engineer may require that stockpiles be remixed when segregation is apparent.

Unless otherwise authorized by the Engineer, all aggregate shall be stockpiled at least 24 hours to reduce the free moisture content. In order to control absorption, stockpiles shall be sprinkled when directed by the Engineer.

To assure uniform concrete, aggregate stockpiles shall be maintained at reasonably uniform moisture content.

(3) Admixtures. Admixtures shall be stored in accordance with Item 437, "Concrete Admixtures".

421.4. Measurement of Materials. Except as noted below, the measurement of materials used in batches of concrete shall be by weight.

Water may be measured by volume or by weight.

Cement and fly ash shall be weighed separately from other materials. Weighing of sacked cement will not be required. When sacked cement is used, the quantity of cement per batch shall be based upon using full bags of cement. Batches involving use of fractional bags will not be permitted except for small hand mixed batches of approximately five (5) cubic feet or less and when an approved method of volumetric measurement is used.

Where two (2) or more sizes or types of aggregates are used, each type and/or size shall be measured separately.

When determining aggregate batch weights, proper allowance shall be made for the water content in the aggregate (free water and/or absorption).

Admixtures shall be measured and dispensed in accordance with Item 437, "Concrete Admixtures".

Measuring materials by volumetric methods may be used where permitted by the specifications. When a mixer using volumetric batching of materials is used, an accurate method of measuring by volume shall be provided. Continuous volumetric mixers shall be calibrated to assure correct measurement of materials.

The amount of each ingredient in the batch shall be measured to within plus or minus one (1) percent of the required amount except that water shall be measured to within plus or minus one (1) gallon and admixture tolerances shall be in accordance with Item 437, "Concrete Admixtures".

421.5. Equipment.

(1) Weighing and Measuring Equipment. Weighing and measuring equipment shall conform to Item 520, "Weighing and Measuring Equipment".

(2) Mixing Equipment.

(a) General. All equipment, tools, and machinery used for hauling materials and performing any part of the work shall be maintained in such condition as to insure completion of the work under way without excessive delays for repairs or replacement.

The mixer shall be of an approved type and size that will produce uniform distribution of the material throughout the mass and shall be capable of producing concrete meeting the requirements of these specifications.

The mixing equipment shall be capable of producing the quantities of concrete necessary to comply with requirements shown on the plans or in these specifications.

For all mixers, an adequate water supply and an accurate method of measuring the water shall be provided.

Delivery of concrete to the worksite and the discharge from the hauling equipment,

agitating, or non-agitating, shall be in accordance with the requirements shown on the plans or in the governing specifications.

Specific requirements for batch plants, mixers and other equipment shall be in accordance with Item 522, "Portland Cement Concrete Plants", Item 360, "Concrete Pavement", or other specifications, except that continuous volumetric mixers shall conform to Subarticle 421.5(2)(b) of this Item.

(b) Continuous Volumetric Mixers. For all miscellaneous concrete placements, a mobile, continuous, volumetric mixer may be used.

When approved in writing by the Engineer or when specified for use in other Items, these mixers may be used for other types of concrete construction, including structural concrete, if the number of mixers furnished will supply the amount of concrete required for the particular operation in question.

These mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.

(c) Portland Cement Concrete Plants. The use of ready-mixed concrete from a commercial source will be permitted for all structural concrete provided that the plant, truck mixers, and mixing equipment conform to the requirements of Item 522, "Portland Cement Concrete Plants". The use of ready-mix plants and ready-mix concrete for concrete pavement shall be in accordance with Item 360, "Concrete Pavement". The class of plant furnished shall conform to the requirements of Item 522, "Portland Cement Concrete Plants".

421.6. Mixing.

(1) General. Mixed concrete which does not conform to specification requirements shall not be placed. Mixing shall be in accordance with Item 522, "Portland Cement Concrete Plants", except that mixing with continuous volumetric mixers will be in accordance with Subarticle 421.6.(2) and except as set out in Subarticle 421.6.(3).

(2) Continuous Volumetric Mixers. Mixing shall be in accordance with mixer manufacturer's recommendations unless otherwise revised by the Engineer.

(3) Mixing of concrete by hand methods or by the use of a small motor driven mixer will be permitted for small placements of approximately two (2) cubic yards or less when authorized by the Engineer. Hand mixed batches shall not exceed a two (2) sack batch in volume. For such placements the mix may be proportioned by approved volumetric methods.

421.7. Placing, Curing and Finishing. The placing of concrete, including construction of forms and falsework, curing and finishing, shall be in accordance with Item 420, "Concrete Structures", Item 360, "Concrete Pavement", and Item 427, "Surface Finishes for Concrete".

421.8. Classification and Mix Design. The Contractor shall furnish the mix design, using a coarse aggregate factor acceptable to the Engineer, for the class(es) of concrete specified, to conform with the requirements contained herein and in accordance with Construction Bulletin C-11. The Contractor shall perform, at his entire expense, the work required to substantiate the design, except that casting and testing of strength specimens will be done by the Department. Complete concrete design data shall be submitted to the Engineer for approval.

The Contractor shall determine and measure the batch quantity of each ingredient, including all water, not only for batch designs but for all concrete produced for the project. The mixes shall conform to these specifications and other requirements shown on the plans.

For continuous volumetric mixers the materials delivered during a revolution of the driving mechanism, or in a selected time interval, will be considered a batch and the proportion of each ingredient will be calculated in the same manner as for a batch type plant.

The Contractor may accept a design from the Department; however, this acceptance will not relieve the Contractor of the responsibility of providing concrete meeting the requirements of these specifications.

Mix designs from previous or concurrent jobs may be used without trial batches if it is shown that no substantial change in any of the proposed ingredients has been made.

No charge will be made for existing designs furnished by the Engineer. The cost to the Department of preparing a new mix design will be charged to the Contractor and deducted from the payment for the work.

Trial batches shall be made and tested using all the proposed ingredients prior to the placing of concrete, and when the aggregate, and/or type, brand or source of cement, or admixture is changed. When the brand and/or source of cement only is changed, the Engineer may waive trial batch only if a prior record of satisfactory performance of the cement with the other ingredients has been established.

Trial batches generally shall be made in a mixer of adequate capacity to evaluate the design. The trial batches shall be made in a mixer representative of the mixers to be used. Batch size shall not be less than 50 percent of its rated mixing capacity.

Concrete for pneumatically placed concrete shall be in accordance with Item 431, "Pneumatically Placed Concrete".

The coarse aggregate factor shall be selected in accordance with Construction Bulletin C-11 based on grade of the coarse aggregate and the fineness modulus of the sand.

The Contractor shall have the option of using chemical admixtures with all classes of concrete in accordance with Item 437, "Concrete Admixtures", except where the use of specific admixtures is required or prohibited in this or other items.

When a retarding admixture is required for hot weather concreting, the amount to be used will be as required in Item 437, "Concrete Admixtures", subject to change by the Engineer when required. When used for extended retardation, the amount to be used will be established by several trial batches with varying retarder content and simulating the placing conditions to be encountered and tested in accordance with Tex-440-A.

When entrained air is required, the concrete shall be designed to entrain five (5) percent air when Grade 1 or 2 coarse aggregate is used, six (6) percent when Grade 3 or 4 coarse aggregate is used, and seven (7) percent for Grades 5, 6 or 7 unless otherwise specified by the Engineer. Concrete as placed shall contain the proper amount of entrained air as required herein with a tolerance of plus or minus 1-1/2 percentage points. Acceptance of concrete with occasional variations between 1-1/2 and three (3) percentage points over the specified amount will be based on strength tests as required by the Engineer. Such concrete which fails to meet strength requirements may be accepted on the basis of structural reviews subject to the provisions of Article 420.25. When the quantity of entrained air is found to be more than three (3) percentage points over or two (2) percentage points under those values given herein, the concrete will be rejected.

Entrained air will be required for bridge slabs, top slabs of direct traffic culverts, concrete pavement, dense and regular concrete overlays, piers, bents, precast piling (nonprestressed), drilled shafts placed in water, bridge railing, concrete traffic barrier and for other items of work as may be specified, on the plans or in other specifications. Unless otherwise specified, entrained air will not be required when Class "H" concrete is used for precast traffic barrier or precast bridge repair.

Table 3
SLUMP REQUIREMENTS

Concrete Designation	Desired Slump Inches	Max Slump Inches
A. Structural Concrete		
(1) All drilled shafts	6	7
(2) Thin-Walled Section (9" or less)	4	5
(3) Slabs, Concrete Overlay, Caps, Column piers, Wall sections over 9", etc.	3	4
(4) Prestressed Concrete Members		
(5) Concrete traffic Barrier (cast-in-place or precast), Concrete Bridge Railing	4	5
	4	5

(6) Dense concrete overlay	3/4	1
(7) Concrete placed underwater	6	7
(8) Concrete with High Range Water Reducer	———	8
B. Concrete Pavement		
C. Riprap, curb, gutter, slip-formed and extruded concrete	1-1/2	3 max 1 min
	As Approved by the Engineer	

Note: No concrete will be permitted with a slump in excess of the maximums shown.

When high range water reducing admixtures are used, the slump shall not exceed eight (8) inches.

421.9. Quality of Concrete. The concrete shall be uniform, workable and of a consistency acceptable to the Engineer. The cement content, maximum allowable water/cement ratio, the desired and maximum slump, the proper amount of entrained air and the strength requirement for all classes of concrete shall conform to the requirements of these specifications. It shall be the responsibility of the Contractor to provide concrete meeting these requirements.

During the progress of the work, the Engineer will cast test cylinders and/or beams, perform slump and entrained air tests and will make temperature checks, as required, to insure compliance with the specifications.

Unless otherwise shown on the plans the Contractor shall furnish and properly maintain all test molds. The test molds shall meet the requirements of Test Methods Tex-418-A and Tex-448-A and, in the opinion of the Engineer, must be satisfactory for use at the time of use. In addition, the Contractor shall be responsible for furnishing personnel to remove the test specimens from the molds and transport them to the proper curing location at the schedule designated by the Engineer and in accordance with the governing specification. For all concrete items the Contractor shall have a wheelbarrow, or other container acceptable to the Engineer, available to use in the sampling of the concrete. The Contractor is responsible for disposing of used, broken test specimens.

All labor and equipment furnished by the Contractor will be considered subsidiary to the various bid items and will not be paid for directly.

A strength test is defined as the average of the breaking strength of two (2) cylinders or two (2) beams as the case may be. Each specimen will be tested in accordance with Test Methods Tex-418-A or Tex-448-A.

Slump tests will be performed in accordance with Test Method Tex-415-A. Entrained air tests will be performed in accordance with Test Method Tex-416-A.

If the required strength or consistency of the class of concrete being produced cannot be secured with the minimum cement specified or without exceeding the maximum water/cement ratio, the Contractor will be required to furnish different aggregates, use a water reducing agent, an air entraining agent or increase the cement content in order to provide concrete meeting these specifications.

All test specimens, beams or cylinders, representing tests for removal of forms and/or falsework shall be cured using the same methods and under the same conditions as the concrete represented.

"Design Strength" beams and cylinders shall be cast and cured in accordance with Test Method Tex-447-A.

The Contractor shall provide, operate and maintain curing facilities as described in Test Method Tex-447-A, for the purpose of curing test specimens.

When the specified concrete strength is by 28 day compressive strength tests, job control testing will be by seven day compressive strength tests. The minimum strength requirement for seven (7) day tests will be 70 percent of the specified minimum 28 day compressive strength. If the required seven (7) day strength is not obtained with the quantity of cement specified in Table 4, changes in the batch design will be made as specified in this article. For an occasional failure of the seven day compressive test, the concrete may be tested at 28 days for final evaluation.

Strength test requirements for Type II cement will govern when Type I/II cement is used.

Table 4

CLASSES OF CONCRETE

Class of Conc.	Cement per C.Y. Min. (sacks)	Min. Comp. Sgth (f'c) 28 Day psi	Min.Flex. Sgth. 7 day psi	Max. Water Cement Ratio Gal/sk	Coarse Aggr. Grade No.	General Usage (information only)
A	5.0	3000	425 390 (c)	6.5	1-2-3-4-8 (a) (d)	Drilled Shafts; Culverts, except Top Slab of Direct Traffic Culverts; Inlets; Manholes, Headwalls; Appr. Slabs; Curb; Gutter; Curb & Gutter, Conc. Retards; Sidewalks; Driveways; Conc. Pavement; Back-up Walls; Anchors
B	4.0	2000	280	8.0	2-3-4-5-6-7	Riprap, Small Roadside Signs and Anchors
C	6.0	3600	510 470 (c)	6.0	1-2-3-4-5 (d)	Drilled Shafts; Bridge Substructure; Bridge Railing; Culverts, except Top Slab of Direct Traffic Culverts; Wing Walls; Approach Slab; Concrete Traffic Barrier (cast-in-place)

Class of Conc.	Cement per C.Y. Min. (sacks)	Min. Comp. Sgth (f'c) 28 Day psi	Min.Flex. Sgth. 7 day psi	Max. Water Cement Ratio Gal/sk	Coarse Aggr. Grade No.	General Usage (information only)
D	3.0	1500	215	11.0	2-3-4-5-6-7	Riprap
E	6.0	3000	425	6.0	2-3-4-5	Seal Concrete
F	6.0 (8.0 Max)	As specified on plans	$\frac{.85\ f'c}{6}$	5.5	2-3-4-5	Railroad structures; occasionally for Bridge Piers, Columns or Bents
H	6.0	As specified on plans	N.A.	5.5	3-4-5-6	Prestressed Concrete Beams, Boxes, Piling and Concrete Traffic Barrier (Precast)
S	6.5	4000	570 525(c)	5.0	2-3- 4-5	Bridge Slab; Top Slab of Direct Traffic Culvert; Bridge Substructure
P	5.0	N.A.	555(b)	6.25	2-3	Concrete Pavement
DC	8.75	5500	720	3.6	6	Dense Concrete Overlay
CO	7.0	4600	640	4.5	6	Concrete Overlay
SS	7.0	3600	510	5.5	3-4-5	Slurry Displacement Shafts, Underwater Drilled Shafts
K	Requirements as specified on the plans or in other Items.					

(a) Grade 8 aggregate for use in extruded curbs, unless a larger size is approved by the Engineer.

(b) Minimum running average for concrete pavement (in accordance with construction Bulletin C-II).

(c) When Type II or Type I/II cement is used.

(d) Unless otherwise permitted by the Engineer, Grade I coarse aggregate may be used only in massive foundations with four (4) inch minimum clear spacing between reinforcing steel bars. Grade I aggregate may not be used in drilled shafts.

421.10. Measurement and Payment. The work performed, materials furnished and all labor, tools, equipment and incidentals necessary to complete the work under this Item will not be measured or paid for directly, but will be considered subsidiary to the various bid items of the contract.

*** * * END OF SECTION * * ***

SECTION ITEM 440

REINFORCING STEEL

440.1. Description. This Item shall govern for the furnishing and placing of deformed and smooth reinforcing steel, of the sizes and details shown on the plans and in accordance with this Item.

All Producing Mills of reinforcing steel for the Texas Department of Transportation use shall be preapproved by the Division of Materials and Tests prior to furnishing reinforcing steel. Preapproval will be in accordance with Test Method Tex-741-I. A list of Department approved Producing Mills will be maintained by the Division of Materials and Tests. Reinforcing steel obtained from unapproved sources will not be permitted.

All reinforcing steel to be epoxy coated will be designated on the plans. Epoxy coating of reinforcing steel shall be in accordance with "Epoxy Coating of Reinforcing Steel" of this Item.

All epoxy applicators shall be preapproved by the Division of Materials and Tests prior to furnishing epoxy coated reinforcing steel. Preapproval will be in accordance with Test Method Tex-742-I. A list of Department approved applicators will be maintained by the Division of Materials and Tests.

440.2. Materials. Unless otherwise shown on the plans or specified herein, the reinforcing steel shall be Grade 60 and all bar reinforcement shall be deformed, conforming to one of the following:

(1) ASTM A615, Grades 40 or 60, open hearth, basic oxygen, or electric furnace new billet steel.

(2) ASTM A617, Grades 40 or 60, axle-steel.

(3) ASTM A616, Grade 60, rail steel will be permitted in concrete pavement only. ASTM A616 bars shall be furnished as straight bars only and bending is prohibited. Bend tests will not be required.

(4) ASTM A706, Grade 60, weldable reinforcing steel.

(5) Smooth Bars. Smooth bars for concrete pavement shall have a minimum yield strength of 60 ksi.

All other smooth bars, larger than No. 4, may be steel conforming to the above or may be furnished in any steel that meets the physical requirements of ASTM A36.

(6) Spiral reinforcement shall be either smooth or deformed bars, or wire, of the minimum size or gage shown on the plans, or as specified herein.

Bars for spiral reinforcement shall comply with ASTM A675, Grade 80 (reference to ASTM A29 is voided) A615 or A617, Grade 40, unless otherwise shown on the plans. Smooth wire shall comply with ASTM A82 and deformed wire shall comply with ASTM A496.

In cases where the provisions of this Item are in conflict with the provisions of the ASTM Specification, the provisions of this Item shall govern.

Reinforcing steel to be structurally welded shall comply with ASTM A706 or shall have a carbon equivalency (C.E.) of not more than 0.55 %. A report of chemical analysis, showing the percentages of all elements necessary to establish the carbon equivalency, will be required for all reinforcing steel that is to be structurally welded. The above requirements do not pertain to miscellaneous welds on reinforcing steel as defined in Item 448, "Structural Field Welding."

Carbon equivalency will be calculated using the following formula:

$$C.E. = \%C + \frac{\%Mn}{6} + \frac{\%Cu}{40} + \frac{\%Ni}{20} + \frac{\%Cr}{10} - \frac{\%Mo}{50} - \frac{\%V}{10}$$

The nominal size, area and weight of reinforcing steel bars covered by this specification are as follows:

BAR SIZE NUMBER	NOMINAL DIAMETER IN.	NOMINA AREA SQ. IN.	WEIGHT PER LINEAR FT.
2	0.250	0.05	0.167
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.65
18	2.257	4.00	13.60

Smooth round bars shall be designated by size number through No. 4. Smooth bars above No. 4 shall be designated by diameter in inches.

(7) Wire for fabric reinforcement shall conform to ASTM A82 or A496. Wire fabric shall conform to ASTM A185 or A497.

When wire is ordered by size numbers, the following relation between size number, diameter in inches and area shall apply unless otherwise specified. Where deformed wire is required, the size number shall be preceded by "D," and for smooth wire the prefix shall be "W."

SIZE NUMBER	NOMINAL DIAMETER IN.	NOMINAL AREA SQ. IN.
30	.0618	0.300
28	0.597	0.280
26	0.575	0.260
24	0.553	0.240
22	0.529	0.220
20	0.505	0.200
18	0.479	0.180
16	0.451	0.160
14	0.422	0.140
12	0.391	0.120
10	0.357	0.100
8	0.319	0.080
7	0.299	0.070
6	0.276	0.060
5.5	0.265	0.055
5	0.252	0.050
4.5	0.239	0.045
4	0.226	0.040
3.5	0.211	0.035
3	0.195	0.030
2.5	0.178	0.025
2	0.160	0.020
1.5	0.138	0.015
1.2	0.124	0.012
1	0.113	0.010
0.5	0.080	0.005

Note: Fractional sizes between the sizes listed above are also available and acceptable for use.

Welded wire fabric will be designated as shown in the following example:

6 x 12 - W16 x W8; indicating six (6) inch longitudinal wire spacing and 12 inch transverse Wire spacing with smooth number 16 wire longitudinally and smooth number 8 wire transversely.

(8) Epoxy Coating. The epoxy coating material and the material used for the repair of the coating shall comply with the Departmental Materials Specification D-9-8130, "Epoxy Powder Coating For Reinforcing Steel." Copies of the Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th Street, Austin, Texas 78701-2483. An eight (8) ounce sample of epoxy powder and manufacturer's certifications will be required for each lot of epoxy powder used to coat materials for Department projects.

440.3. Bending. The reinforcement shall be bent cold, true to the shapes shown on the plans. Fabrication shall preferably be done in the shop. Field fabrication, if permitted, shall be done with equipment approved by the Engineer. Misfabricated, damaged or broken bars shall be rejected and replaced at the Contractor's expense. Damaged or broken bars imbedded in a previous concrete placement may be repaired with the approval of the Engineer.

Unless otherwise shown on the plans, the inside diameter of bar bends, in terms of the nominal bar diameter (d), shall be as follows:

Bends of 90° and greater in stirrups, ties and other secondary bars that enclose another bar in the bend shall be:

#3, #4, #5	4d
#6, #7, #8	6d

All bends in main bars and in secondary bars not covered above shall be:

#3 thru #8	6d
#9, #10, #11	8d
#14, #18	10d

Where bending of Grade 60 bars, sizes No. 14 or No. 18, is required, bend testing shall be performed on representative specimens as described for smaller bars in the applicable ASTM Specification. The required bend shall be 90 degrees around a pin having a diameter of 10 times the nominal diameter of the bar.

440.4. Tolerances. Fabricating tolerances for bars, from plan dimensions, shall not be greater than shown in Figure 1.

440.5. Storing. Steel reinforcement shall be stored above the surface of the ground upon platforms, skids, or other supports and shall be protected from damage and deterioration as approved by the Engineer. When placed in the work, reinforcement shall be free from dirt, paint, grease, oil, or other foreign materials. Reinforcement shall be free from defects such as cracks and laminations. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum cross-sectional area of a hand wire brushed specimen meets the requirements for the size of steel specified.

440.6. Splices. Splicing of bars, lap spliced or welded, shall be as shown on the plans or specified herein. Additional splices will require written approval of the Engineer.

Splices not provided for on the plans will be permitted in slabs 15 inches or less in thickness, columns, walls and parapets, but will not be included for measurement, subject to the following:

Unless otherwise approved by the Engineer, splices will not be permitted in bars 30 feet or less in plan length. For bars exceeding 30 feet in plan length, the distance center to center of splices shall not be less than 30 feet minus one splice length, with no more than one individual bar length less than 10 feet. Lap splices not shown on the plans, but permitted herein, shall be made in accordance with Table 1. The specified concrete cover and proper spacing shall be maintained at such splices and the lap spliced bars placed in contact and securely tied together.

TABLE 1
Minimum Lap Requirements
for Bar Sizes Through No. 11

SIZE	LAP LENTH	
	UNCOATED	COATED
No. 3	1'-0"	1'-6"
No. 4	1'-6"	2'-3"
No. 5	1'-10"	2'-9"
No. 6	2'-3"	3'-4"
No. 7	3'-0"	4'-6"
No. 8	3'-9"	5'-7"
No. 9	4'-8"	7'-0"
No. 10	5'-7"	8'-4"
No. 11	6'-7"	9'-10"

Spiral steel shall be lapped a minimum of one turn.

Bar sizes No. 14 and No. 18 may not be lapped.

Welded splices shall conform to the requirements of the plans and Item 448, "Structural Field Welding." End preparation for butt welding reinforcing bars shall be done in the field. Delivered bars shall be of sufficient length to permit weld preparation.

Welded wire fabric shall be spliced using a lap length that will include the overlap of a minimum of two (2) cross wires plus two (2) inches on each sheet or roll. Splices using bars which develop equivalent strength and lapped in accordance with Table 1 will be permitted.

For box culvert extensions with less than one (1) foot of fill, the existing longitudinal bars shall have a lap with the new bars as shown in Table 1. For extensions with more than one (1) foot of fill, a minimum of six (6) inch lap will be required.

440.7. Mechanical Couplers.

(1) General. When shown on the plans, mechanical splices may be made in the reinforcing steel bars using one of the following types:

Sleeve-Filler Type
Sleeve-Threaded Type
Sleeve-Swaged Type
Sleeve-Wedge Type

All couplers furnished by the Contractor shall be produced by a prequalified manufacturer. Prequalification shall be in accordance with Departmental Material Specification D-9-4510. Sleeve-wedge type couplers will not be permitted on coated reinforcing.

(2) Project Samples. For purposes of sampling couplers for use on an individual project, a lot of couplers shall be defined as 500 couplers, or fraction thereof, for each size and type. Prior to use on the project, three (3) test specimens shall be assembled using couplers selected at random from each lot received on the project. All test specimens shall be assembled from materials consigned to the project and shall be assembled in the presence of the Engineer. A test specimen shall consist of a coupler connecting two (2) 21 inch, or longer, bars using the same splice materials, position, equipment and procedures to be used to make splices in the work. The assembled test specimens shall be submitted to the Division of Materials and Tests for testing. Each lot of couplers shall be identified with tags or markings identifying the lot from which the samples were taken.

(3) Testing. Project samples will be tested to 125% of specified yield strength and for total slip requirements. When a test representing a lot of couplers fails to meet the requirements, four (4) additional couplers from that lot will be tested. If all four (4) tests meet the requirements, the lot will be accepted for use in the work. If any of the four (4) tests fail to meet the requirements, that lot of couplers will be rejected and not used in the work.

(4) Construction Methods. All coupling devices shall be installed in accordance with the manufacturer's recommendations. Protection of threaded male or female connections shall be provided and the threaded connections shall be clean when making the connection. Damaged threads shall not be repaired.

(5) Alternate Equivalent Strength. Alternate equivalent strength arrangements to be accomplished by substituting larger bar sizes, or more bars, will be considered if approved by the Engineer, in writing, prior to the fabrication of the systems.

440.8. Placing. Unless otherwise shown on the plans, dimensions shown for reinforcement are to the centers of the bars. Reinforcement shall be placed as near as possible in the position shown on the plans. In the plane of the steel parallel to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of the spacing between bars. In the plane of the steel perpendicular to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch. Cover of concrete to the nearest surface of steel shall meet the above requirements but shall never be less than one (1) inch.

For bridge slabs, the clear cover tolerance for the top mat of reinforcement shall be -0, + 1/2 inch.

The reinforcement shall be accurately located in the forms, and firmly held in place, before and during concrete placement, by means of bar supports, adequate in strength and number in order to prevent displacement and to keep the steel at the proper distance from the forms. Bars shall be supported by standard bar supports with plastic tips, plastic bar supports approved by the Engineer or precast mortar or concrete blocks when supports are in contact with removable or stay-in-place forms. Bright basic bar supports may be used to support reinforcing steel placed in slab overlays on concrete panels or on existing concrete slabs. Bar supports in contact with soil or subgrade shall be as approved by the Engineer.

For bar supports with plastic tips, the plastic protection shall have a minimum thickness of 3/32 of an inch and extend upward on the wire to a point at least 1/2 inch above the formwork.

All accessories such as tie wires, bar chairs, supports or clips used with epoxy coated reinforcement shall be of steel, fully coated with epoxy or plastic. Plastic supports approved by the

Engineer may also be used with epoxy coated reinforcement.

Mortar or concrete blocks shall be cast to uniform dimensions with adequate bearing area. A suitable tie wire shall be provided in each block for anchoring to the steel. The blocks shall be accurately cast to the thickness required in molds approved by the Engineer. The surface placed adjacent to the form shall be a true plane, free of surface imperfections. The blocks shall be cured by covering with wet burlap or mats for a period of 72 hours. Mortar for blocks shall contain approximately one (1) part portland cement to three (3) parts sand. Concrete for blocks shall contain nine (9) sacks of portland cement per cubic yard of concrete.

Individual bar supports shall be placed in rows at four (4) foot maximum spacing in each direction. Continuous type bar supports shall be placed at four (4) feet maximum spacing. Continuous bar supports will be required when permanent metal deck forms are used.

The exposure of the ends of longitudinals, stirrups and spacers used to position the reinforcement in concrete pipe and precast box culverts or sewers shall not be cause for rejection.

Reinforcing steel for bridge slabs, top slabs of direct traffic culverts and the top slabs of pre-stressed box beams shall be tied at all intersections except that where the spacing is less than one (1) foot in each direction, alternate intersections only need to be tied. For reinforcing steel cages for other structural members, the steel shall be tied at a sufficient number of intersections to provide a rigid cage of steel. Mats of wire fabric shall be fastened securely at the ends and edges.

Before concrete placement, all mortar, mud, dirt, etc., shall be cleaned from the reinforcement. Concrete shall not be placed until authorized by the Engineer.

If the reinforcement is not adequately supported or tied to resist settlement, floating upward, overturning of truss bars, or movement in any direction during concrete placement, concrete placement will be halted until corrective measures are taken.

440.9 Epoxy Coating of Reinforcing Steel.

(1) General. When shown on the plans, coating with epoxy of reinforcing bars, plain wire, deformed wire or welded wire fabric to be used as reinforcement for concrete shall conform to the requirements herein.

(2) Surface Preparation. The reinforcing steel shall be free of surface contaminants such as oil, grease or paint when received at the manufacturer's plant and prior to cleaning and coating. The surface of steel to be coated shall be cleaned by abrasive blast cleaning to near white metal in accordance with the requirements of Item 446, "Cleaning, Paint and Painting," Class A Blast Cleaning. All traces of grit and dust from the blast cleaning shall be removed prior to coating. Other methods of cleaning may be submitted to the Engineer for approval.

(3) Application of Coating. The applicator shall notify the Engineer at least 30 days before the date of production. The coating shall be applied as recommended by the manufacturer of the coating material.

The coating shall be applied to the cleaned surface as soon as possible after cleaning and before oxidation of the surface discernible to the unaided eye occurs. The coating shall be a

smooth uniform coat and shall have a thickness of from 7 to 12 mils, after curing. The thickness of the coating shall be measured using magnetic thickness testing gages in accordance with Test Method Tex-728-I.

The coating film shall be fully cured. Sufficient checks shall be made to assure that each coated production lot is supplied in a fully cured condition.

(4) Continuity of Coating. The applicator shall check the coating for continuity after curing. The coating shall be free from holes, voids, cracks, contamination and damaged areas discernible to the unaided eye.

For reinforcing bars a 67 1/2 volt D.C. in-line holiday detector, such as Tinker and Rasor Model M-1 or approved equivalent, shall be used to check the coating for holidays. There shall be no more than two (2) holidays (pinholes not visually discernible) in any linear foot of a coated reinforcing bar.

Holiday checks to determine acceptability of wire or welded wire fabric shall be made at the manufacturer's plant with a 67 1/2 volt D.C. holiday detector. For wire, there shall not be more than an average of two (2) holidays per linear foot of wire. For welded wire fabric, there shall not be more than an average of four (4) holidays per linear foot of wire in welded wire fabric when the wire spacings are four (4) inches or more, or six (6) holidays per linear foot of wire when the spacings are less than four (4) inches. Uncoated areas at cut ends shall not be counted, nor shall sharp edges (weld spurs) at intersections be counted as holidays. When measuring the number of holidays, at least 1/2 inch of wire must be included on each side of the intersections being checked.

(5) Repair of Coating. Material for repair of the coating shall comply with the requirements in "Epoxy Coating" of this Item. Repairs shall be made in accordance with procedures recommended by the manufacturer of the epoxy coating powder. Areas to be patched shall receive at least the same coating thickness as required for the original coating.

All visible damage to the coating shall be repaired.

Sawed and sheared ends, cuts, breaks and/or other damage shall be repaired promptly before additional oxidation occurs. Areas to be repaired shall be clean and free from surface contaminants. Repairs shall be made in the shop or in the field as required.

The acceptable amount of patched area at the applicator shall not exceed 1/4 inch total length in any linear foot.

(6) Sampling and Testing. Sampling and testing of coated reinforcement shall be in accordance with Test Method Tex-739-I.

(7) Identification and Documentation. Identification of all reinforcing shall be maintained throughout the coating and fabrication process and until delivery to the project site.

For all production of coated reinforcing steel to be used on Department projects, the manufacturer shall furnish to the Engineer two (2) copies of a written certification that the coated reinforcing steel meets the requirements of this specification and two (2) copies of the manufacturer's control tests.

(8) Handling. All systems for handling coated reinforcement shall have padded contact areas. Bundling bands shall be padded or suitable banding shall be used to prevent damage to the coating. Bundles of coated reinforcement shall be lifted with a strong back, spreader bar, multiple supports or a platform bridge. The bundled reinforcement shall be transported with care and stored on protective cribbing. The coated reinforcement shall not be dropped or dragged.

(9) Construction Methods. Flame cutting will not be permitted on coated reinforcement. Saw or shear cutting will be permitted with permission of the Engineer. Cut ends shall be coated as specified in "Repair of Coating" of this Item.

Welding or mechanical coupling of coated reinforcing steel will not be permitted except where specifically shown on the plans. The epoxy coating shall be completely removed a minimum of six (6) inches beyond the weld limits prior to welding and two (2) inches beyond the limits of the coupler prior to assembly. After welding or coupling, the steel shall be cleaned of all oil, grease, moisture, dirt, welding contamination (slag and/or acid residue) and rust to a near white finish. The existing epoxy shall be checked for damage. Any damaged or loose epoxy shall be removed back to sound epoxy coating.

After proper cleaning, the splice area shall be coated with epoxy repair material to a thickness of 7 to 12 mils. A second application of repair material shall be applied to the bar and coupler interface to insure complete sealing of the joint.

440.10. Measurement and Payment.

Except as specified below, the work performed, materials furnished, and all labor, tools, equipment and incidentals necessary to complete the work under this Item will not be measured or paid for directly, but will be considered subsidiary to the various bid items of the contract.

The quantities of reinforcing steel shown on the plans are estimates and are for the Contractor's information.

Compensation for adjustment of reinforcing steel quantities will be as follows:

(1) When the reinforcing steel quantity for a complete structure element has been erroneously included in or omitted from the quantities shown on the plans, the quantity for that element will be added or deducted for payment. A complete structure element will be the smallest portion of a total structure for which a corresponding quantity of concrete is included on the plans. Additional payment or reduction in payment for quantities revised in this manner will be made accordingly, in accordance with Article 4.3.

(2) When the plan quantity for reinforcing steel for a complete structure element is in error by five (5) percent or more, a recalculation will be made and payment will be increased or reduced accordingly in accordance with Article 4.3.

(3) When quantities for reinforcing steel are revised by a change in design, the change in quantities will be calculated. Additional payment or reduction in payment for quantities revised in this manner will be made accordingly, in accordance with Article 4.3.

The party to the contract requesting the adjustment shall present to the other one (1) copy of the description and location, together with calculations of the quantity for the structure element involved. When this quantity is certified correct by the Engineer, it will become the basis for additional or reduced payment.

*****END OF SECTION*****

SECTION ITEM 464

REINFORCED CONCRETE PIPE

464.1. Description. This Item shall govern for furnishing and installing all concrete pipe and materials and for constructing precast concrete pipe culverts or precast concrete sewer mains, laterals, stubs and inlet leads. The pipes shall be of the sizes, strengths and dimensions shown on the plans and shall include all connections to new or existing pipes, sewers, manholes, inlets, headwalls and other appurtenances and jointing materials as may be required to complete the work.

464.2. Materials.

(1) General. Except as modified herein, precast reinforced concrete pipe shall conform to the design shown on the plans and to ASTM C76 or C655 for circular pipe; ASTM C506 for arch pipe or ASTM C507 for horizontal elliptical pipe.

All precast concrete pipe shall be machine made or cast by a process which will provide for uniform placement of the concrete in the form and compaction by mechanical devices which will assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete will not be acceptable for use in precast concrete pipe.

Unless otherwise shown on the plans, not more than two (2) holes may be placed in the top section of precast pipe for lifting and placing. The holes may be cast, cut, or drilled in the wall of the pipe. The holes shall not exceed three (3) inches in diameter at the inside surface of the pipe wall. Not more than one (1) longitudinal wire or two (2) circumferential wires may be cut per layer of reinforcing steel when locating lift holes in the pipe wall. After the pipe is in place, lift holes shall be filled with concrete or mortar or precast concrete plugs to the satisfaction of the Engineer.

The Contractor has the option of using portland cement or portland cement plus fly ash. When fly ash is used, then "cement" shall also be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of portland cement of the type specified and 20 to 35 percent fly ash by absolute volume. Type B fly ash shall not be used when Type II cement is shown on the plans. When portland cement is partially replaced, blended or otherwise modified by a pozzolan, the pozzolan is defined and limited to fly ash conforming to Department Materials Specification D-9-8900, "Fly Ash".

Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th St., Austin, Texas 78701-2483.

(2) Design. Circular pipe shall be of the class or D-load shown on the plans. Regardless of the design shown, the Contractor may furnish pipe to either ASTM C76 or ASTM C655 specifications. Table C outlines the class and D-load equivalents. For concrete pipe arch or elliptical pipe, the minimum design shall conform to Table A or B.

TABLE A * Arch Pipe			
Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	13	22
2	21	1/2	26
3	24	15	28 1/2
4	30	1/2	36 1/4
5	36	18	43 3/4
6	42	22	51 1/8
7	48	1/2	58 1/2
8	54	26	65
9	60	5/8	73
10	72	31	88
		5/16	
		36	
		40	
		45	
		54	

TABLE B * Horizontal Elliptical Pipe			
Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	14	23
2	24	19	30
3	27	22	34
4	30	24	38
5	33	27	42
6	36	29	45
7	39	32	49
8	42	34	53
9	48	38	60
10	54	43	68

*Minimum height of cover required is one (1) foot.
*Maximum height of cover is eight (8) feet.

TABLE C
CIRCULAR PIPE
(CLASS, D-LOAD EQUIVALENTS)

Error! Bookmark not defined.C76	**C655**
CLASS I	800D-LOAD
CLASS II	1000D-LOAD
CLASS III	1350D-LOAD
CLASS IV	2000D-LOAD
CLASS V	3000D-LOAD

Reinforced concrete pipe for jacking, boring or tunneling shall meet the requirements of the pertinent ASTM specification with the following additional requirements:

The pipe shall have circular reinforcement and for 30 inch and larger diameters shall have an additional layer of Class III reinforcement, 12 inches long, extending into both the tongue and groove of the joint to within 3/4 inch of the end of the tongue and the groove. The minimum wall thickness shall be wall "B" for the diameter specified, unless special designs are required. The minimum concrete compressive strength for jacking and boring pipe shall be 5000 psi. Variations in the laying length of opposite sides shall not exceed 3/8 inch for pipe diameters 24 inches through 60 inches and 1/2 inch for pipe diameters 66 inches and larger. The maximum joint taper shall be 7 degrees for tongue and groove pipe and 2 degrees for O-ring gasket pipe. Pipe manufactured to these additional requirements shall be marked to identify pipe for jacking and boring.

The plans will provide a summary indicating the locations and length for all pipe. In addition, the diameter, required D-load and/or class for full circle pipe, and/or the design size for pipe arch or elliptical pipe will also be shown.

(3) Physical Test Requirements. The acceptability of the pipe shall be determined by the results of the physical tests outlined herein; by appropriate material tests required in ASTM C76, C506, C507, or C655; by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the required design and its freedom from defects. Three-Edge Bearing tests shall be performed on one (1) pipe for each 100 pipe or fraction thereof of each design or shape, size, class or D-load for the load to produce a 0.01 inch crack and, at the discretion of the Engineer, the pipe may be tested to ultimate load.

As an alternate to the Three-Edge Bearing test, concrete pipe 60 inches in diameter and larger may be accepted on the basis of compressive strength of cores cut from the wall of the pipe. The manufacturer shall furnish facilities and personnel for taking the cores and determining the compressive strength of the samples. Three-Edge Bearing tests and core tests shall be in accordance with ASTM C497.

The manufacturer shall plug and seal coreholes in the pipe wall, after testing, in a manner satisfactory to the Engineer.

(4) Marking. The following information shall be clearly marked on each section of pipe:

(a) The class or D-load of pipe.

(b) The date of manufacture.

(c) The name or trademark of the manufacturer.

(d) One end of each section of pipe with elliptical reinforcement shall be clearly marked during the process of manufacture or immediately thereafter on the inside and the outside of opposite walls to show the location of the "top" or "bottom" of the pipe as it should be installed, unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Marking shall be indented on the pipe

section or painted thereon with waterproof paint.

(e) Pipe for jacking and boring shall be identified for the intended use.

(5) Inspection. The quality of materials, the process of manufacture, and the finished pipe shall be subject to inspection and approval by the Engineer at the pipe manufacturing plant. In addition, the finished pipe shall be subject to further inspection by the Engineer at the project site prior to and during installation.

(6) Causes for Rejection. Pipe shall be subject to rejection for failure to conform to any of the specification requirements. Individual sections of pipe may be rejected because of any of the following:

(a) Fractures or cracks passing through the shell, except for a single end crack that does not exceed the depth of the joint.

(b) Defects that indicate imperfect proportioning, mixing and molding.

(c) Surface defects indicating honeycombed or open texture.

(d) Damaged ends, where such damage would prevent making a satisfactory joint.

(e) Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more, regardless of position in the wall of the pipe.

(7) Repairs. Pipe may be repaired if necessary, because of occasional imperfections in manufacture or accidental injury during handling and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired pipe conforms to the requirements of the specifications.

(8) Rejections. All rejected pipe will be plainly marked by the Engineer by painting colored spots over the Division of Materials and Tests monogram on the inside wall of the pipe and on the top outside wall of the pipe. The painted spots shall be sufficient to identify the rejected pipe but no larger than four (4) inches in diameter. Rejected pipe shall not be defaced in any other manner. The Contractor shall remove the rejected pipe from the project and replace with pipe meeting the requirements of this Item.

(9) Jointing Materials. Unless otherwise specified on the plans the Contractor shall have the option of making the joints using any of the materials described herein. For all jointing materials except mortar, the Contractor shall furnish the Engineer the Manufacturer's Certificate of Compliance.

(a) Mortar. Mortar for joints shall be in accordance with the section, "Jointing", of this Item.

(b) Cold Applied, Plastic Asphalt Sewer Joint Compound. This material shall

consist of natural and/or processed asphalt base, suitable volatile solvents and inert filler. The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to one-half inch thick by means of a trowel. The joint compound shall cure to a firm, stiff plastic condition after application. The material shall be of a uniform mixture and any small separation occurring in the container shall be stirred to a uniform mix before use.

This material shall meet the following requirements when tested in accordance with Test Method Tex-526-C:

Asphalt Base, 100% - % Volatites - % by weight	% Ash, 28-45
Volatiles, 212 F Evaporation, 24 h, % by weight	10-26
Mineral Matter, determined as Ash, % by weight	30-55
Consistency, Cone Penetration, 150 q, 5 sec, 77 F	150-275

(c) Rubber Gaskets. These gaskets shall conform to ASTM C361 or C443. The design of the joints and permissible variations in dimensions shall be in accordance with ASTM C443. The Contractor shall furnish the Engineer the Manufacturer's Certificate of Analysis.

(d) Cold Applied Preformed Plastic Gaskets. Preformed plastic gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength, and shall be supplied in extruded rope-form of suitable cross-section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's recommendations and be of sufficient size to properly seal the joint. The plastic gasket joint sealer shall be so constructed as to provide evidence of proper installation either by means of "squeeze-out" of the gasket material on the inside or outside around the complete pipe joint circumference or by means of tabs, projections or other such indicators placed at established intervals around the circumference of the pipe joint. Plastic gasket joint sealers shall be Type 1 or Type 2. Type 1 gaskets shall meet the "squeeze-out" requirements and Type 2 gaskets shall meet the requirements for tabs, projections or other indicators. The gasket joint sealer shall be protected by a suitable wrapper designed that when removed, the jointing material maintains integrity.

The chemical composition of the gasket joint sealing compound for Type 1 and 2, as shipped, shall meet the following requirements:

COMPOSITION	TEST METHOD	ANALYSIS
Bitumen, Petroleum Plastic Content, % by weight	ASTM D4	50-70
Ash-Inert Mineral Matter, % by weight	Tex-526-C	30-50
Volatile Matter, 325 F, % by weight	Tex-506-C	2.0 max.

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in five (5) percent solution of caustic potash; a five (5) percent solution of hydrochloric acid; a five (5) percent solution of sulfuric acid; and a saturated H_2S solution, shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the following requirements:

PROPERTY	TEST METHOD REQUIREMENT	
	Type 1	Type 2
Ductility @ 77 F (cm), min. Tex-503-C	5.0	5.0
Softening Point, F	275	275
Penetration 32 F (300g) 60 sec., min --	65	
Tex-502-C 77 F (150g) 5 sec	50-120	50-120
Tex-502-C 115 F (150g) 5 sec., max. Tex-502-C	------	150

464.3. Construction Methods. The location of private driveway and side road pipe shall be constructed at locations shown on the plans or as directed by the Engineer.

Reinforced concrete pipe culverts and sewers shall be constructed in accordance with the plans and requirements of this Item.

(1) Excavation. All excavation shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures", except where tunneling or jacking methods are shown on the plans or permitted by the Engineer.

(2) Shaping and Bedding. Shaping and bedding shall be in accordance with Item 400, "Excavation and Backfill for Structures".

(3) Laying Pipe. Unless otherwise authorized by the Engineer, the laying of pipe on the

bedding shall be started at the outlet end with the spigot or tongue end pointing downstream and shall proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades. Where bell and spigot pipe are used, cross trenches shall be cut in the foundation to allow the barrel of the pipe to rest firmly upon the bedding. These cross trenches shall be not more than two (2) inches larger than the bell ends of the pipe. Proper equipment shall be provided for hoisting and lowering the sections of pipe into the trench without disturbing the bedding and the sides of the trench. The ends of the pipe shall be carefully cleaned before the pipe is placed. As each length of pipe is laid, the mouth of the pipe shall be protected to prevent the entrance of earth or bedding material. The pipe shall be fitted and matched so that when laid in the bed the pipe shall form a smooth, uniform conduit. When elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, the pipe shall be laid in the trench in such position that the markings "Top" or "Bottom", shall not be more than five (5) degrees from the vertical plane through the longitudinal axis of the pipe.

Multiple installations of reinforced concrete pipe shall be laid with the center lines of individual barrels parallel. Unless otherwise shown on the plans, the following clear distances between outer surfaces of adjacent pipes shall be used.

Diameter	18"	24"	30"	36"	42"	48"	54"	60" to 84"
Clear Distance Between Pipes	0'-9"	0'-11"	1'-1"	1'-3"	1'-5"	1'-7"	1'-11"	2'-0"

(4) Jointing.

(a) Joints sealed with portland cement mortar shall be made as follows:

Mortar shall consist of one (1) part cement, two (2) parts sand and sufficient water to make a plastic mix. The pipe ends shall be cleaned and wetted before making the joint. The lower half of the bell or groove and the upper half of the tongue or spigot shall be plastered with mortar. After the pipes are tightly jointed, mortar shall be packed into the joint from both inside and outside the pipe. The inside shall be finished smooth and flush with adjacent joints of pipe. Over the joint outside the pipe, a bead shall be formed at least one (1) inch on either side of the joint and of semicircular cross section for tongue and groove joints, but for bell and spigot joints, the mortar shall form a 45° fillet between the outer edge of the bell and the spigot. Mortar joints shall be cured by keeping the joints wet for at least 48 hours or until the backfill has been completed, whichever comes first. No jointing shall be done when the atmospheric temperature is at or below 40 F. Mortared joints shall be protected against freezing by backfilling or other approved methods for at least 24 hours.

No mortar banding on the outside of pipe will be required for driveway culverts.

At the Contractor's option, and with the approval of the Engineer, pipes which are large enough for a man to enter may be furnished with the groove not less than one-half of an inch and not more than three-fourths of an inch longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Care shall be exercised to avoid displacing the joints during the backfilling operations. After the backfilling has been completed, the space between the end of the tongue and the groove on the interior of the pipe shall be cleaned of all foreign material, thoroughly wetted and filled with mortar around the entire circumference of the pipe and finished flush.

The Contractor shall make available for the use of the Engineer, an appropriate rolling device similar to an automobile mechanic's "Creeper" for conveyance through small size pipe structures.

Mortar joints will be required for irrigation wells, vents and similar vertical structures.

(b) Joints using Cold Applied, Plastic Asphalt Sewer Joint Compound shall be made as follows:

Both ends of the pipes shall be clean and dry. A one-half inch thick layer of the compound shall be troweled or otherwise placed in the groove end of the pipe covering not less than two-thirds of the joint face around the entire circumference. Next, the tongue end of the next pipe shall be shoved home with sufficient pressure to make a tight joint. After the joint is made any excess mastic projecting into the pipe shall be removed. Backfilling of pipe laid with asphalt mastic joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

(c) Joints using Rubber Gaskets shall be made as follows:

Where rubber gasket pipe joints are required by the plans the joint assembly shall be made according to the recommendations of the gasket manufacturer. Water tight joints will be required when using rubber gaskets. Backfilling may begin when approved by the Engineer.

(d) Joints using Cold Applied Preformed Plastic Gaskets shall be made as follows:

Before laying the pipe in the trench, the plastic gasket shall be attached around the tongue or groove near the shoulder or hub of each joint in accordance with the gasket manufacturer's recommendations. The protective wrapper shall be removed and the gasket pressed firmly to the clean, dry surface of the pipe, as recommended by the manufacturer. The joint sealer must be placed in such a manner that no dirt or other deleterious materials will come in contact with the joint sealing material.

After the tongue is correctly aligned with the flare of the groove, the wrapper or wrappers on the gasket shall be removed and the pipe shall be pulled or pushed home with sufficient force to properly seal the joint. Any joint material pushed out into the

interior of the pipe that would tend to obstruct the flow shall be removed. (Pipe shall be pulled home in a straight line with all parts of the pipe on line and grade at all times.) Backfilling of pipe laid with plastic gasket joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

When the atmospheric temperature is below 60 F, plastic joint seal gaskets shall either be stored in an area warmed to above 70 F, or artificially warmed to this temperature in a manner satisfactory to the Engineer. Gaskets shall then be applied to pipe joints immediately prior to placing pipe in trench, followed by connection to previously laid pipe.

(5) Connections and Stub Ends. Connections of concrete pipe to existing pipes, pipe sewers or sewer appurtenances shall be as shown on the plan.

The bottom of existing structures shall be mortared or concreted if necessary to eliminate any drainage pockets created by the connections. Any damage to the existing structure resulting from making the connection shall be repaired by the Contractor, to the satisfaction of the Engineer, at the Contractor's expense.

When concrete pipe is to be joined with existing aluminum pipe, portions of the aluminum pipe that are to be in contact with the concrete pipe, shall be insulated with a coating of bituminous material meeting the requirements of Article 460.7. The coating shall extend to a minimum distance of one (1) foot beyond the area of contact.

Unless otherwise shown in the plans, connections between concrete pipe and corrugated metal pipe shall be made with a suitable concrete collar having minimum thickness of four (4) inches.

Stub ends, for connections to future work not shown on the plans, shall be finished by installing watertight plugs into the free end of the pipe.

(6) Backfilling. After the pipe has been placed, bedded and jointed as specified, filling and/or backfilling shall be done in accordance with the applicable requirements of Item 400, "Excavation and Backfill for Structures". When mortar joints are specified, no fill or backfill shall be placed until the jointing material has been cured for at least six hours. Special precautions shall be taken in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. For all pipe structures where joints consist of materials other than mortar, immediate backfilling will be permitted.

(7) Reuse of Appurtenances. When existing appurtenances are specified on the plans for reuse, the portion to be reused shall be severed from the culvert and moved to the new position previously prepared by hoisting with a crane, rolling, or other approved methods. Connections shall conform to the requirements for joining sections of pipes, as designated herein or as shown on the plans. Any portion of the headwalls or pipe attached to the appurtenance damaged during the moving operations by the Contractor shall be restored to

its original condition at the Contractor's expense. The Contractor may remove and dispose of the existing appurtenances and construct new appurtenances at his expense in accordance with the pertinent specifications and design shown on the plans or as furnished by the Engineer.

(8) Protection of Pipe. Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four (4) feet of permanent or temporary, compacted fill has been placed thereon. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at the Contractor's expense.

464.4. Measurement. This Item will be measured by the linear foot. Such measurement will be made between the ends of the pipe barrel along the flow line, exclusive of safety end treatments. Safety end treatments shall be measured in accordance with Item 467, "Safety End Treatment". Where spurs or branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels measured as prescribed above.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

464.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe" and "Reinforced Concrete Pipe (Sewers)" of the size and D-load or class specified; and "Reinforced Concrete Pipe (Arch)", "Reinforced Concrete Pipe (Elliptical)", "Reinforced Concrete Pipe (Arch) (Sewer)", and "Reinforced Concrete Pipe (Elliptical) (Sewer)" of the design specified.

This price shall be full compensation for furnishing, hauling, placing and joining of pipes; for cutting of skews or slopes, for all connections to new or existing structures; for moving and reusing appurtenances where required; for removing and disposing of portions of existing structures as required; and for all labor, tools, equipment and incidentals necessary to complete the work.

Excavation, bedding and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

*** * * END OF SECTION * * ***

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: Humberto Garcia Jr.
Title: Member
Telephone Number: (956) 424-3414
Date: March 25, 2015

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. December 2011)
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)
2GS, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. BOX 595

Requester's name and address (optional)

City, state, and ZIP code
PENITAS, TEXAS 78576

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 the "Name" line 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
			–			–				

Employer identification number
4	5	–	4	3	3	8	9	1	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Jose L Saez Date ▶ April 07, 2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

- The 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.

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: 2GS, LLC **Telephone No. (** 956 **)** 424-3414

dba Name:

Legal Name: 2GS, LLC

Mailing Address : P.O. Box 595 **Fax No. (** 956 **)** 683-6149

Physical Address: 1307 W. Expressway 83, Suite C

City, State, Zip Peñitas, Texas 78576 **Tax I.D. No.** 45-4338911

Remit to Address : P.O. Box 595 **City, State, Zip** Peñitas, Texas 78576

E-Mail Address: bgarcia@2gsllc.com

Representative(s) Name(s) & Title(s) Pedro Saenz, Member ; Humberto Garcia Jr., Member

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
_✓_ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 45-4338911 **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas **Date:** 1/20/2012 **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:

Pedro Saenz, Member ; Humberto Garcia Jr., Member

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☑ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☑ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☑ Yes ☐ No

Indicate Certification No.(s): 1454338911900 **or are Certificate(s) attached?:** ☑ Yes ☐ No

What type of product(s) is/are solicited by your company?: Paving and Underground Utility Infrastructure Improvements

Would you like to be provided with specifications for procurements of such products?: ☑ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☑ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☑ Other Texas Comptroller of Public Accounts

Indicate Certification No(s).: 1454338911900 or Are Certificate(s) Attached?: ☑ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: Active
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:

SUSAN COMBS

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. BOX 13186 • AUSTIN, TX 78711-3186

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.* As part of the HUB Program's monitoring efforts, you will be sent a HUB Certification Eligibility Affidavit in approximately 24 months. Failure to complete and submit the HUB Certification Eligibility Affidavit, and/or failure to notify us of changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1454338911900**
File/Vendor Number:	**477300**
Approval Date:	**22-OCT-2012**
Scheduled Expiration Date:	**22-OCT-2016**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

2GS, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 26-OCT-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881 or 512- 463-5872**.

Rev. 09/12

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 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.

EXHIBIT "D"

2532317

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.

2GS, LLC

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

07/21/14

Date

Humberto Garcia JR

Adopted 06/29/2007

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____, 20_____.

_____

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No.: 1215-0149
Expires: 03/31/2006

PAYROLL NO | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
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			S											

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-L

Date: _____

I _____ _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or if no such recognized agency exists in a State are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Exhibit E-L

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

General Decision Number: TX140008 01/03/2014 TX8

Superseded General Decision Number: TX20130008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	
Motor Grader Operator,		

Rough.....$ 14.62
Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

CHANGE ORDER NUMBER ONE(1) **SAMPLE**

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

DRAFT

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

SAMPLE --APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
____10%____ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

DRAFT

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet

Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By: Signature: _____ Date: _____

DRAFT

Printed Name:

DRAFT

SAMPLE

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

DRAFT

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

(Company Letterhead)

(Date)

County of Hidalgo
Attn.: Mr. Raul E. Sesin, P.E.
1304 S. 25th St.
Edinburg, TX 78539

RE: Hidalgo County Precinct No. 2
Gearhart Drive Paving & Drainage Improvements
Contract No.: C-14-032-xx-xxx

Mr. Sesin:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Hidalgo County Pipe 2605 US Exp. 281 Edinburg, TX 78542 (956)318-2840

If you have any questions, please call me at (956) 607-0741

Best regards,

_____
(name)_____, Manger

DRAFT

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
SUPPLIER

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Exhibit E-I

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Exhibit E-M

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Engineer's / County Project Description

Application No.: _____
Application Date: _____
Period To: _____
Engineer's / County Project No.: _____

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value		Revised Rates	Value		First Month			Second Month			Third Month			Total to Date	Balance To Finish	
					Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

_____ Print Name _____ Date

_____ Signature

Exhibit E-O

January 28, 2015

Mr. Raul Sesin
Hidalgo County Planning Department
1304 S. 25th Street
Edinburg, Texas 78539

Subject: **Geotechnical Engineering Study**
MEG Geotechnical Report No. 01-14-19109-20-1
Pavement Recommendations
Existing Hidalgo County Pct. No. 2 Equipment Compound Facility
Pharr, Hidalgo County, Texas

Dear Mr. Sesin:

Millennium Engineers Group, Inc. is pleased to submit the enclosed geotechnical engineering report that was prepared for the above subject project. This report addresses the findings of our soils investigation study. Please consult with us, as needed, during the design and construction process.

Thank you for the opportunity to be of service to you in this phase of the project and we would like the opportunity to assist you in the upcoming phases of the project. If you have any questions, please contact our office at the address, telephone, fax or electronic address listed below.

STATE OF TEXAS
RAUL PALMA
65656
LICENSED
PROFESSIONAL ENGINEER
1/20/15

Cordially,
Millennium Engineers Group, Inc.
TBPE Firm No. F-3913

Raul Palma, P.E.
President

Cc: 2 Originals and PDF Document

1.0 PAVEMENT SECTION RECOMMENDATIONS

1.1 Field Observations

Field observations were performed at the time of the drilling activities during our engineering study. The following items were inspected on the existing pavement areas where the Soil Borings were performed with the purpose of determining the material conditions of the existing pavement. The following items are the findings and the observations encountered at the following locations:

Table 1. Field Observations

Location No.	Asphalt Depth(in)	Caliche Depth(in)	Geogrid Fabric	Limed Subgrade
B-1	None	12	None	None
B-2	None	12	None	None
B-3	None	7	None	None
B-4	None	8 ½	None	None
B-5	None	9 ½	None	None
B-6	None	12	None	None
B-7	None	7 ½	None	None
B-8	None	9 ½	None	None
B-9	None	11	None	None

By visual observation of the samples obtained, the existing flexible base material appears to have been moderately processed and degraded. The existing flexible base may be re-used.

During the drilling operations our general visual review of the site indicates that the caliche base was placed to the level of the curb and gutter and/or the foundation pads. It may be necessary to lower the grade of the subgrade and/or caliche in order to meet grades and/or the minimum pavement layer depths as specified in the plans.

As part of the scope of services for this report the depth of caliche base was determined during the drilling operation in the field. Boring Nos. 1 and 2 were performed in the area where light duty traffic is expected. The depth of caliche base was found to meet and or exceed the required minimum depth of 8 inches recommended in MEG Report No. 01-13-29060. Boring Nos. 3 through 9 were performed in the area where heavy duty traffic is expected. The depth of caliche base was found to be deficient in several areas. Out of 7 boring locations, 5 locations were found to be below the 10 inches recommended in MEG Report No. 01-13-29060. The deficiencies are illustrated in the Caliche Base Depth Deficiency Locations Plan and may be found in the Appendix of this report.

As part of the scope of services for this report the plasticity index (PI) value of caliche base was determined in the laboratory to determine specification compliance. Boring Nos. 1 through 9 were performed throughout the pavement areas. The plasticity index value of caliche base was found to be deficient in several areas. Out of 9 boring locations, 8 locations were found to be above the maximum plasticity value of 12 recommended in MEG Report No. 01-13-29060. The deficiencies are illustrated in the Caliche Base PI Deficiency Locations Plan and may be found in the Appendix of this report.

1.2 Design Information

The pavement recommendations are limited to samples taken from the existing soils within the footprint areas present at the site. The pavement design implemented for this project shall come from the civil engineer based on a traffic and design analysis for this project.

The plasticity index of the surface soils at this site is approximately 28 to 42 percent. The existing subgrade soils do require lime stabilization for soil shrink and swell mitigation. We recommend the addition of four 94) percent to Six (6) percent (an approximate average of 5 percent) lime by weight to the existing surface soils. We recommend that the existing soils be tested after the pavement areas have been excavated or filled to the top of the subgrade elevation to verify the soil stabilization requirements. The natural ground should then be prepared as stated in the Site Preparation Recommendations of the foundation section.

Our recommendation to mitigate the deficiency for caliche base plasticity values above the specification maximum is to add lime treatment to the caliche base in accordance with the Lime Treated Caliche Base section of this report. The lime treatment of the caliche base changes its physical engineering properties and a reduction in lime treated caliche base thickness can be made as follow. In this particular case the caliche base thickness for both the light duty and heavy duty pavement options can be reduced by 2 inches. Alternately the subgrade may be reduced by 2 inches when the proposed caliche base depth in Table 8 are used with the addition of lime treatment. Pavements that have stabilized layers exhibit some cracking during the life of the pavement due to the rigidity of the stabilized layers. This cracking is not detrimental to the pavement but it will require additional maintenance that will require crack sealing during the life of the pavement.

Recommendations for both flexible and rigid pavements are presented in this report for further evaluation by the project civil engineer. Both pavement types are viable and the selection on the type to be used will depend on the specific needs and criteria of this project site. Generally, flexible pavements have a lower initial construction cost when compared to rigid pavements. On the other hand a rigid pavement has lower maintenance cost throughout the life of the pavement structure as compared to flexible pavements. Flexible pavements generally require more frequent repairs and overlays at

intervals from 6 to 10 years to meet the structural and functional requirements of the pavement during the design life. All pavements are very dependent on the condition of the soil platform on which they are supported and thus moisture conditions will play an important role in the performance of the pavement during its structure life. Proper consideration to drainage of the pavement structure and the surrounding areas is essential to the successful performance of a pavement structure. The proposed pavement section for entrances, drives and parking areas may be chosen from one of the following options:

Table 2. Flexible Pavement Options[1]

Materials	Option 1[2]		Option 2[3]		Option 3	
Asphaltic Concrete (In)	1.5		2.5		N/A	
Untreated Caliche Base (In)	8.0		10.0		N/A	
Lime Treated Subgrade (In)	8.0		10.0		N/A	
Overlay Depth (In)	-	-	-	-	N/A	N/A
Overlay Period, years	-	-	-	-	N/A	N/A

Note 1: Proposed 20 year design life.
Note 2: Light Duty Pavement Option.
Note 3: Heavy Duty Pavement Option.
Note 4: N/A = not available

Table 3. Rigid Concrete Pavement Options[1]

Materials	Option 1[2]	Option 2[3]	Option 3
Reinforced Concrete Pavement (In)	5.0	6.5	N/A
Lime Treated Subgrade (In)	8.0	10.0	N/A

Note 1: Proposed 20 year design life.
Note 2: Light Duty Pavement Option.
Note 3: Heavy Duty Pavement Option.
Note 4: N/A = not available

It is recommended that concrete pavements be reinforced. At a minimum, the reinforcing bars should be placed as follows:

Table 4. Longitudinal Drives and Entrances

Thickness (in)	Bar Size	Longitudal Spacing (in)	Transverse Spacing (in)
<=6	3	12	24
<=7	4	12	24

Table 5. Parking Areas

Thickness (in)	Bar Size	Longitudal Spacing (in)	Transverse Spacing (in)
<=6	3	16	16
<=7	4	16	16

Longitudinal reinforcement should be placed at ½ the slab depth +/- ½ inch from the surface. At a longitudinal edge, the first two spacing's for longitudinal reinforcement shall be at ½ the normal longitudinal spacing. At transverse construction joints, additional longitudinal reinforcement shall be placed at a spacing one half the normal longitudinal spacing for a length of 42 inches. At transverse joints, the first two spacing's for transverse reinforcement shall be at ½ the normal transverse spacing. All reinforcement should be specified as deformed steel meeting the requirement of ASTM A-615 (Grade 60) or ASTM A-616 (Grade 60). Splices should be a minimum of 33 nominal bar diameters. Reinforcing should not extend across longitudinal and expansion joints. Dowels across longitudinal and expansion joints are recommended to be 7/8 inch diameter, smooth bars with a length of 42 inches and spaced at a maximum 24 inches on center.

Longitudinal and transverse joints are recommended at a maximum spacing of 10 feet for pavements with a thickness of less than 6 inches and at a maximum spacing of 15 feet for pavements with a thickness of 6 inches or greater. The longitudinal and transverse joints should be formed or saw cut to a depth of 1/3 of the slab depth for concrete containing siliceous coarse aggregate and ¼ of the slab depth for limestone aggregate. Sawing of joints should begin as soon as the concrete will not chip and ravel. It is recommended that longitudinal and expansion joints be doweled to promote load transfer. Expansion joint spacings are not to exceed a maximum of 75 feet and no expansion or contraction joints should be located within a swale or drainage collection area. Expansion joints are also needed to separate the concrete slab from fixed objects such as inlets, light standards and buildings.

It is recommended that the concrete pavement surface have a minimum slope of 0.015 ft/ft to provide adequate surface drainage. It is recommended that the concrete pavement should cure a minimum 7 days before allowing any traffic provided that adequate concrete strength has been attained as determined by the project Civil Engineer.

The curb shall be constructed in lengths equal to the adjoining pavement slab lengths, and expansion joints shall be provided in the curb opposite each transverse expansion joint in the pavement. Expansion joint material shall be of the same thickness, type and quality as specified for the pavement and shall be of the section as shown for the curb. All expansion joints shall be carried through the curb. Transverse contraction joints shall be sawed across the curb at the same time as sawing of the transverse contraction joints in the pavement are sawed. The curb shall be placed monolithically with the pavement for edge support and reinforced with a minimum one (1) #5 rebar. A finish coat of mortar shall be applied on the exposed surfaces of monolithic curbs.

1.3 Mass Fill Testing and Findings

As part of the scope of services for this report the standard penetration test (SPT) was performed during the drilling operations in the field. It is our understanding that the mass fill placed at this site was approximately 3 to 4 feet in depth. It is also our understanding that the placement was not engineered and tested for project specification compliance during its placement. The SPT values obtained for the mass fill are similar to those of natural subgrade that are commonly found at other sites. Generally with the SPT values obtained and from the physical engineering properties determined in the laboratory, we do not expect long term settlements due to consolidation greater than those from a site where there was no placement of a mass fill. Our evaluation of potential settlement applies to the information obtained and at the boring locations sampled. Soil conditions may vary between boring locations.

1.4 Garbage Dumpster Considerations

Within flexible pavement areas, it is recommended that reinforced concrete pads be provided in front of and beneath garbage dumpsters. Concrete paving is also recommended in areas where the dumpster trucks make turns with small radii to access the dumpsters. The pads should be a thickened concrete slab and reinforced similar to the concrete pavement recommendations or a minimum 10 inches thick.

2.0 PAVEMENT MATERIAL SPECIFICATION SECTIONS

2.1 Hot Mix Asphaltic Concrete Surface

The asphaltic surface shall meet the requirements of the current TxDOT 1993 Specification Item 340 for Hot Mix Asphaltic Concrete or Item 3146 for Quality Control/Quality Assurance of Hot Mix Asphaltic Concrete Pavement. The bonus/penalty provisions of Item 3146 should be voided. The hot mix asphaltic surface will be compacted to between 91 and 96 percent of the maximum theoretical density in conformance with the specification. It is recommended that the testing required by this specification be performed during production.

2.2 Reinforced Concrete

Concrete shall meet a minimum 28-day compressive strength of 3600 psi for light duty pavements and 4400 for heavy duty pavements and a maximum water/cement ratio of 0.45. The concrete for concrete paving shall meet the requirements for Class P Concrete of TxDot 2004 Specification Item 421. Aggregates used in the concrete design should meet the requirements of TxDOT 2004 Specification Item 421 or ASTM C33.

2.3 Untreated Caliche Base

The base shall be caliche base and meet the requirements of TxDOT 1993 Specification Item 247 Type D, Grade 3 or better. The base shall be compacted to a minimum 98 percent of the maximum dry density as determined by the standard moisture density relation (ASTM D 698) at moisture contents ranging between minus three (-3) and plus three (+3) percentage points of the optimum moisture content. The base shall be placed in loose lifts not to exceed 8 inches and not less than 5 ½ inches (4 inches compacted).

2.4 Lime Treated Caliche Base

The base shall meet all the requirements of caliche base. In addition the base shall be treated with a minimum two (2) percent lime or Portland cement by weight. Lime shall meet the requirements of TxDOT 1993 Specification Item 264. Portland cement shall be Type I meeting ASTM C150 or Type IP meeting ASTM C595. Lime treatment will be in accordance with TxDOT 1993 Specification Item 262 or 263 for base courses and Item 260 for subgrades. Cement treatment shall be in accordance with TxDOT 1993 Specification Item 275 or 276. The base shall be compacted to a minimum 98 percent of the maximum dry density as determined by the standard moisture density relation (ASTM D 698) at moisture contents ranging between minus three (-3) and plus three (+3) percentage points of the optimum moisture content. The base shall be placed in loose lifts not to exceed 8 inches and not less than 5 ½ inches (4 inches compacted).

2.5 Lime Treated Subgrade

For this project the plasticity index of the in-situ soils are approximately 28 to 42 percent and thus the existing subgrade soils do require lime stabilization for soil shrink and swell mitigate. We recommend that these soils be stabilized with 5.5% lime as a working platform for the pavement structure. It is recommended that the subgrade plasticity index be verified after the site is stripped of the loose topsoil and the subgrade is exposed up to the subgrade elevation. Stabilization treatment of the subgrade soils may be utilized to improve the strength of the soil and provide a platform for the base for resistance to moisture intrusion and changes. Prevention of moisture intrusion is extremely important. Increases in moisture content of the subgrade and the base will significantly reduce the material's structural ability to carry loads. The optimum lime content should reduce the PI of the soil to 20 or less and should result in a soil lime

mixture with a pH of at least 12.4 when tested in accordance with ASTM C 977, Appendix XI. The lime should be blended with a mixing device such as a pulvermixer to produce a soil mixture passing water added and be allowed to cure for at least 48 hours. After curing the lime soil mixture it shall pass the grading requirements of TxDOT 1993 Specification Item 260 and compacted to a minimum 95 percent of the maximum dry density determined in accordance with ASTM D 698 at moisture contents ranging from optimum to plus three (+3) percentage points of the optimum moisture content. If the in place gradation requirements can be achieved during the initial mixing, the remixing after the curing period can be eliminated. Please note that there is a relationship between the time of mixing of the lime and soils with the maximum dry density. Any mixture older than three (3) days will require determination of new moisture density relationships

Portland cement may be considered instead of lime to treat the subgrade. All the performance and compaction recommendations required for lime will also apply for Portland cement. The required percentage of cement is similar to that required with lime.

2.6 Moisture Conditioned Subgrade

The subgrade shall be scarified to a depth of eight (8) inches and moisture conditioned to within minus two (-2) to plus three (+3) percentage points of optimum moisture. The subgrade shall be compacted to a minimum 95 percent of the maximum dry density determined in accordance with ASTM D 698.

3.0 OTHER CONSIDERATIONS

3.1 Drainage

Adequate perimeter drainage is essential for long-term performance of any pavement structure. Infiltration of surface water from unpaved areas surrounding the pavement should be minimized. We do not recommend the placement of landscape beds on the paved areas. Such design features provide a potential for water to enter into the pavement section and the underlying soil subgrade. This is especially true with time in paved areas that have limited traffic and lead to accelerated asphalt oxidation and thus cracking. Water intrusion will result in the deterioration of the pavement materials with time as vehicular traffic passes over affected areas. Above grade planter boxes with drainage discharge onto the top of the pavement or directed into storm sewers should be considered if landscape features are to be used.

3.2 Curb & Gutters

Base material under curb and gutters and curbs shall be compacted to the same requirements as other areas. It is recommended that the base shall be placed below the curb & gutter and extended past the back of the curb & gutter a minimum of one and a half (1 ½) feet. The thickness of the base below the curb & gutter shall be the

required pavement base thickness less six (6) inches. An adequate seal should be provided at all concrete- asphalt interfaces. It is recommended that a crack sealant compatible to both asphalt and concrete be used.

3.3 Maintenance

A maintenance plan is recommended for the long-term performance of the paved areas. Asphaltic pavements have a tendency to strip and become oxidized with exposure to the elements. Thus cracks may become present in the pavement. It is recommended that a maintenance schedule of crack sealing, fog seals and overlays be used over the life of the pavement

4.0 PROJECT REVIEW AND QUALITY CONTROL

Each project site is unique and it is important that the appropriate design data, construction drawings, specifications, change orders and related documents be reviewed by the respective design and construction professionals participating in this project. The performance of foundations, construction building pads and/or parking areas for this project will depend on correct interpretation of our geotechnical engineering report and proper compliance of and adherence to our geotechnical recommendations and to the construction drawings and specifications.

It is important that **MEG** be provided the opportunity to review the final design and construction documents to check that our geotechnical recommendations are properly interpreted and incorporated in the design and construction documents. We cannot be responsible for misinterpretations of our geotechnical recommendations if we have not had the opportunity to review these documents. This review is an additional service and not part of our project scope.

MEG should be retained to provide construction materials testing and observation services during all phases of the construction process of this project. As the Geotechnical Engineer of Record, it is important to let our technical personnel provide these services to make certain that our recommendations are interpreted properly and to ensure that actual field conditions are those described in our geotechnical report. Since our personnel are familiar with this project, **MEG**'s participation during the construction phase of this project would help mitigate any problems resulting from variations or anomalies in subsurface conditions, which are among the most prevalent on construction projects and often lead to delays, changes, costs overruns, and disputes. If the client does not follow all of our recommendations presented in this report and/or addendums to this report, the client assumes the responsibility and liability of such actions and will hold our firm harmless and without responsibility and liability for client's actions.

A construction testing frequency plan and budget needs to be developed for the required construction materials engineering and testing services for this project. Before construction, we recommend that **MEG**, the project design team members and the

project general contractor meet and jointly develop the testing plan and budget, as well as review the testing specifications as it pertains to this project. **A failure to implement a complete testing plan will negate the recommendations provided in this report.**

MEG looks forward to the opportunity to provide continued support on this project.

APPENDIX

Summary of Soil Sample Analyses

Project Name: Hidalgo County Equipment Compound Facility

Boring No.	Sample Depth (Ft)	Blows per ft	Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index	-200% Sieve	Shear Strength (tsf)	Dry Unit Weight (pcf)	USCS
B-1	0 – 1	34	15	45	22	23				
	1 – 2	18	25	52	24	28				
	2 – 3	37	21							
	3 – 4	22	22							
	4 – 5	40	21							
B-2	0 – 1	18	19	45	23	22				
	1 – 2	13	22	61	25	36				
	2 – 3	14	32							
	3 – 4	17	23	55	22	33				
	4 – 5	31	22							
B-3	0 – 1	18	18	42	21	21				
	1 – 2	16	23	60	23	37				
	2 – 3	22	21							
	3 – 4	16	23							
	4 – 5	32	21	48	19	29				
B-4	0 – 1	25	16	44	22	22				
	1 – 2	16	21	64	22	42				
	2 – 3	25	24							
	3 – 4	15	23							
	4 – 5	22	23							
B-5	0 – 1	21	13	41	22	19				
	1 – 2	18	21	65	22	43				
	2 – 3	32	25							
	3 – 4	19	21	41	22	19				
	4 – 5	33	22							
B-6	0 – 1	18	12	33	19	14				
	1 – 2	18	21	55	20	35				
	2 – 3	25	14	41	17	24				
	3 – 4	12	23							
	4 – 5	15	21							
B-7	0 – 1	13	19	40	24	16				
	1 – 2	13	28	61	24	37				
	2 – 3	20	24							
	3 – 4	14	23							
	4 – 5	20	23	73	22	51				

Summary of Soil Sample Analyses

Project Name: Hidalgo County Equipment Compound Facility

Boring No.	Sample Depth (Ft)	Blows per ft	Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index	-200% Sieve	Shear Strength (tsf)	Dry Unit Weight (pcf)	USCS
B-8	0 – 1	14	17	26	20	6				
	1 – 2	10	24							
	2 – 3	14	27							
	3 – 4	12	22							
	4 – 5	18	22	54	17	37				
B-9	0 – 1	9	19	36	22	14				
	1 – 2	7	27							
	2 – 3	10	25	64	24	40				
	3 – 4	11	24							
	4 – 5	20	23							



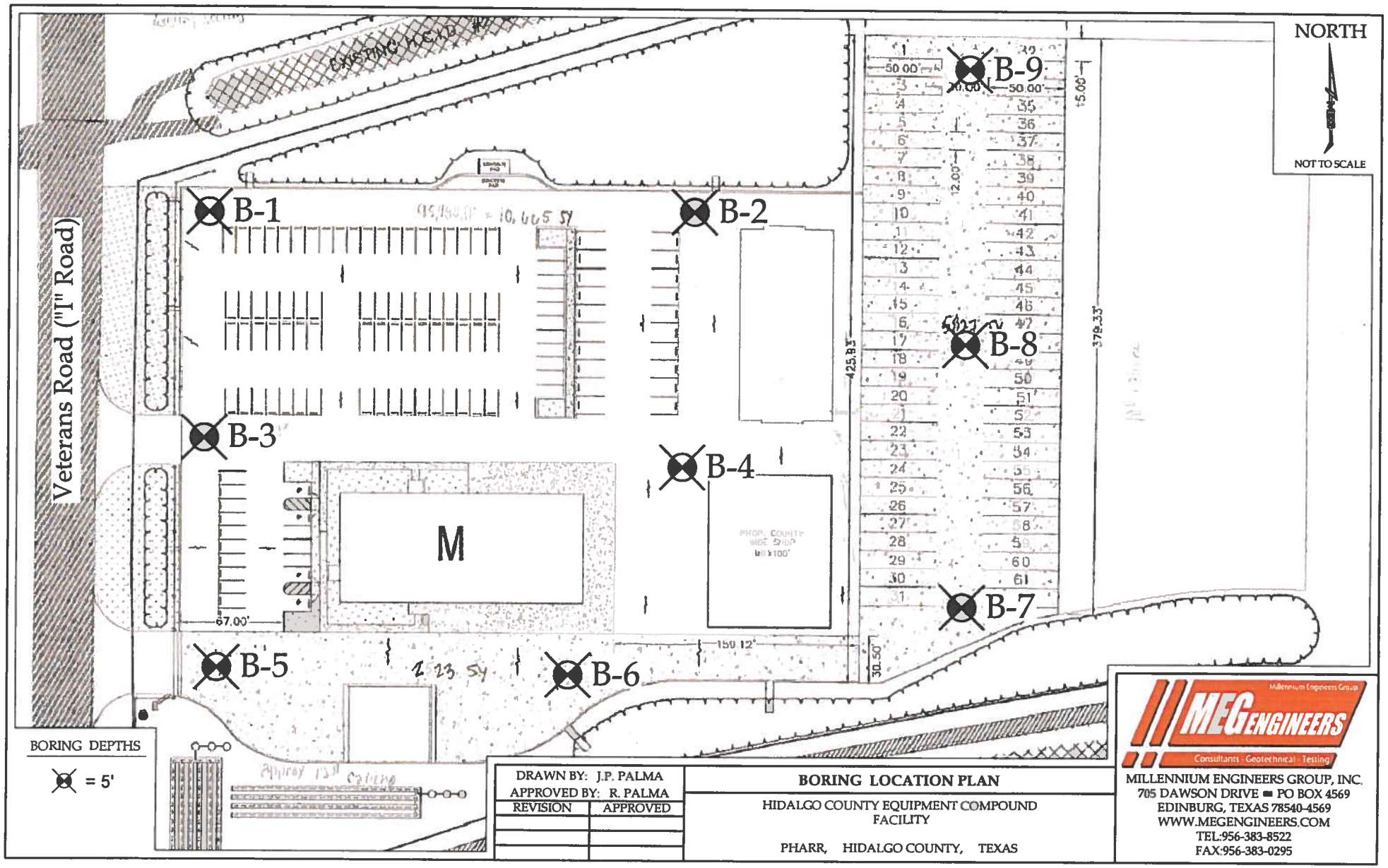
PROJECT SITE LOCATION MAP

HIDALGO COUNTY EQUIPMENT COMPOUND FACILITY

PHARR, HIDALGO COUNTY, TEXAS

MEGENGINEERS
Consultants - Geotechnical - Testing

MILLEENNIUM ENGINEERS GROUP, INC.
705 DAWSON DRIVE ■ PO BOX 4569
EDINBURG, TEXAS 78540-4569
WWW.MEGENGINEERS.COM
TEL: 956-383-8522
FAX: 956-383-0295



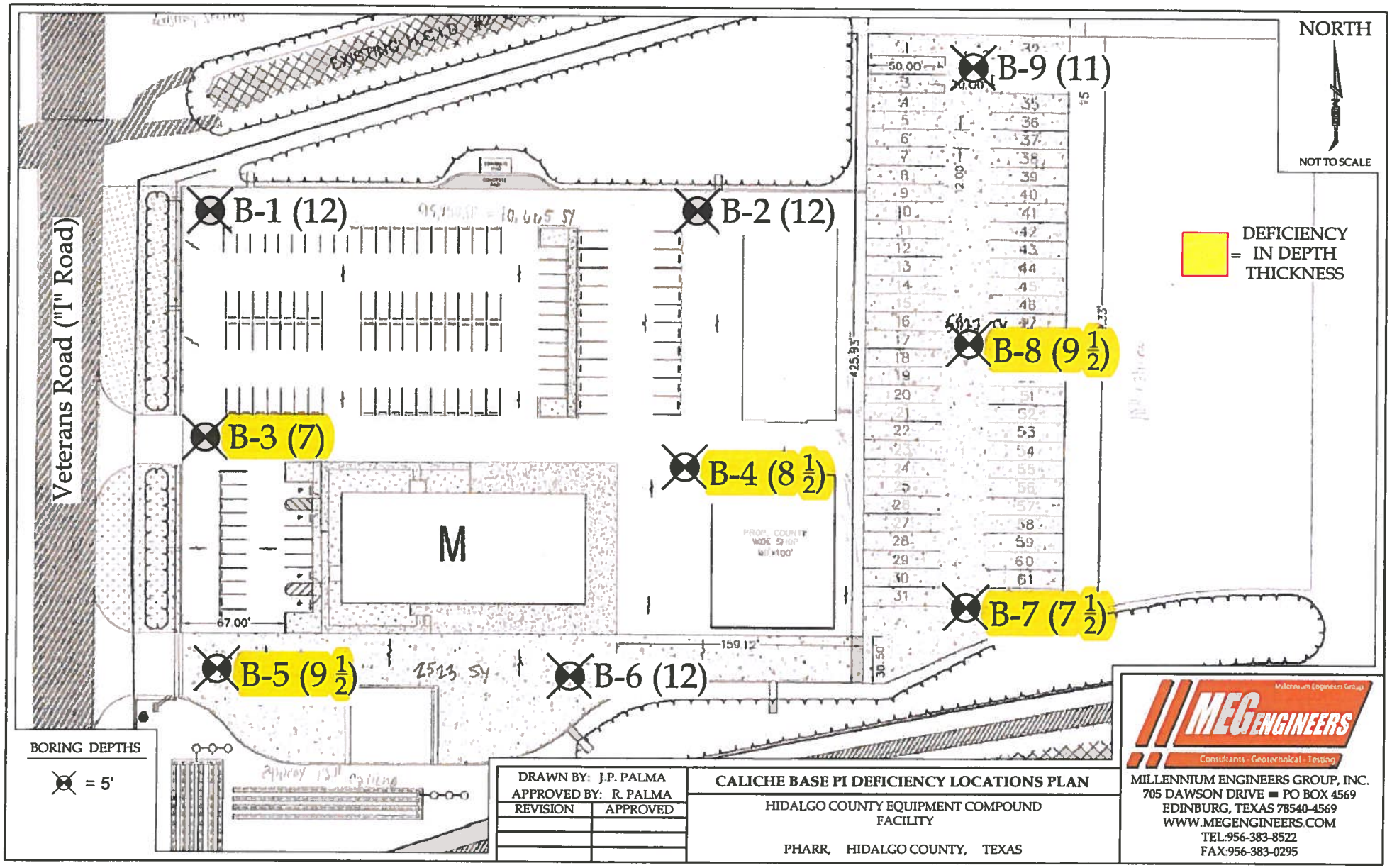
DRAWN BY: J.P. PALMA	
APPROVED BY: R. PALMA	
REVISION	APPROVED

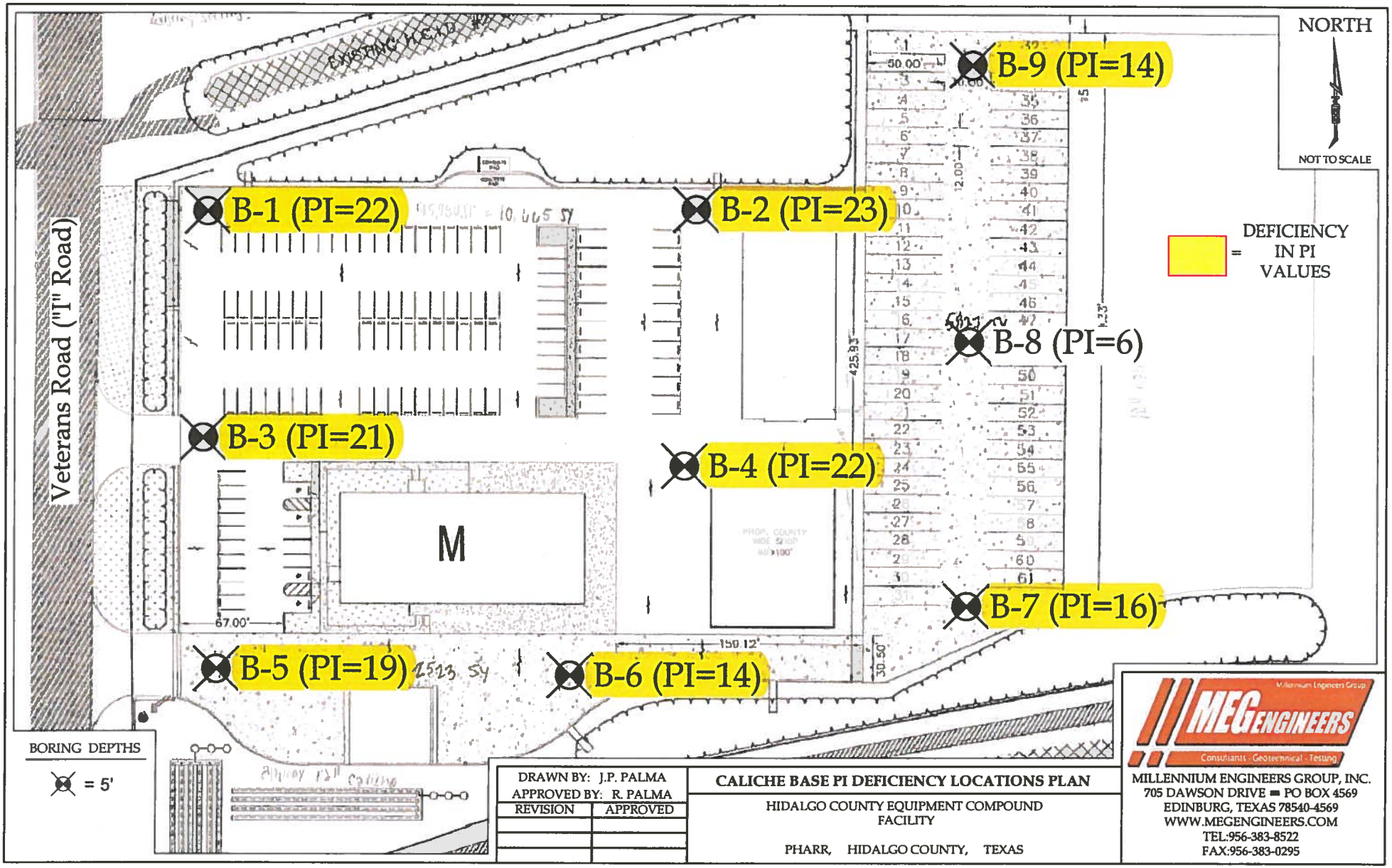
BORING LOCATION PLAN

HIDALGO COUNTY EQUIPMENT COMPOUND FACILITY

PHARR, HIDALGO COUNTY, TEXAS

MEG ENGINEERS
Millennium Engineers Group
Consultants · Geotechnical · Testing
MILLENNIUM ENGINEERS GROUP, INC.
705 DAWSON DRIVE ■ PO BOX 4569
EDINBURG, TEXAS 78540-4569
WWW.MEGENGINEERS.COM
TEL:956-383-8522
FAX:956-383-0295


NORTH
NOT TO SCALE
Veterans Road ("I" Road)
EXISTING FIELD
B-1 (12)
B-2 (12)
B-3 (7)
B-4 (8 1/2)
B-5 (9 1/2)
B-6 (12)
B-7 (7 1/2)
B-8 (9 1/2)
B-9 (11)
M
DEFICIENCY = IN DEPTH THICKNESS
BORING DEPTHS
= 5'
DRAWN BY: J.P. PALMA
APPROVED BY: R. PALMA
REVISION
APPROVED
CALICHE BASE PI DEFICIENCY LOCATIONS PLAN
HIDALGO COUNTY EQUIPMENT COMPOUND FACILITY
PHARR, HIDALGO COUNTY, TEXAS
MEG ENGINEERS
Consultants - Geotechnical - Testing
MILLENNIUM ENGINEERS GROUP, INC.
705 DAWSON DRIVE ■ PO BOX 4569
EDINBURG, TEXAS 78540-4569
WWW.MEGENGINEERS.COM
TEL:956-383-8522
FAX:956-383-0295


B-1 (PI=22)
B-2 (PI=23)
B-3 (PI=21)
B-4 (PI=22)
B-5 (PI=19)
B-6 (PI=14)
B-7 (PI=16)
B-8 (PI=6)
B-9 (PI=14)
Veterans Road ("I" Road)
M
NORTH
NOT TO SCALE
DEFICIENCY IN PI VALUES
BORING DEPTHS
= 5'
DRAWN BY: J.P. PALMA
APPROVED BY: R. PALMA
REVISION
APPROVED
CALICHE BASE PI DEFICIENCY LOCATIONS PLAN
HIDALGO COUNTY EQUIPMENT COMPOUND FACILITY
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TEL:956-383-8522
FAX:956-383-0295

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association or Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo

Your Tax Dollars at Work
Hidalgo County Pct. 2
Eduardo "Eddie" Cantu, Commissioner

Equipment and Maintenance Facility
Parking Lot and Access Road

Hidalgo County Commissioner's Court

Ramon Garcia	County Judge
A.C. Cuellar, Jr.	Commissioner Pct #1
Eduardo "Eddie" Cantu	Commissioner Pct #2
Joe M. Flores	Commissioner Pct #3
Joseph Palacios	Commissioner Pct #4

Project Contractor: _____

Project Engineer: Raul E. Sesin, P.E.

AI-49432 **Purchasing Department** **23. A. 3.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 1 (with an estimated cost of $54,993.36) as submitted by L&G Engineering, Contract No. C-15-125-04-14, to provide Construction Materials Testing and Construction Inspection of Hidalgo County Pct. 2 –Equipment and Maintenance Facility Parking Lot & Access Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1342-431-00-122-053-0-740

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

BUDGETARY IMPACT:

Account available balance as of 4-24-15 $285,140.97

Funds available through Req#275976 in the amount of $54,993.36 as of 4/24/15.

Attachments

Work Auth #1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/24/2015 01:23 PM
Budget & Management	Veronica Ortiz	04/24/2015 01:31 PM
Manuel Chapa	Manuel Chapa	04/24/2015 04:36 PM
Manuel Chapa	Manuel Chapa	04/24/2015 04:36 PM
Auditor's Office	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Erika Zamora		Started On: 04/22/2015 05:20 PM
Final Approval Date: 04/24/2015		

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-15-125-04-14

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide Construction Materials Testing and Construction Inspection of Hidalgo County Pct. 2 – Equipment and Maintenance Facility Parking Lot & Access Road.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $54,993.36. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.2, Commissioner, Eduardo Cantu, as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 201____.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E., President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 1 - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

PROJECT/DESCRIPTION: On-Call Geotechnical & Construction Materials Testing Services for "Road and Bridge, C.I.P. and Other Projects in General"

Pct. 2 – Equipment & Facility Parking Lot & Access Road (CMT & Inspection)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 2 ROUTE AND DESIGN STUDIES – N/A

(Function Code 110)

Services Provided By: ENGINEER	COUNTY	
		~~1. Soil Core Hole Drilling~~
___	___	~~a. Pavement (See Section 3, page 3-1 for requirements)~~
___	___	~~b. Retaining Walls (See Section 4, page 4-1 for requirements)~~
___	___	~~c. Miscellaneous Structures (See Section 4, page 4-1 for requirements)~~
___	___	~~d. Bridges (See Section 5, page 5-1 for requirements)~~

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 3 - ROADWAY DESIGN CONTROLS – N/A

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Pavement Design – Embankment and Subgrade Analysis
		a. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
		(a) Along center line
		(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined by Engineer during Preliminary Engineering)
		(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
		d. Traffic Data for Pavement Design (To be provided by others)
		e. Basic Design Criteria
		f. Life Cycle Cost Analysis(es)
		g. Cost Data
		h. Pavement Material Properties
		i. Rehabilitation Investigations
		(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to Client.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 4 - MISCELLANEOUS (ROADWAY) – N/A

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls and Embankments
		a. Foundation Studies (Show cost estimate with Function Code 110)
		(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet or more below the footing elevation.
		(2) The soil core holes shall be obtained at locations provided by the Engineer along the embankment locations.
		b. Stability Analysis
		c. Estimate
		d. Summary of Quantities
		e. Typical X-section.
		f. General Guidelines for Retaining Walls
		(1) The ground water level should be observed at the water strike.
		(2) Soil core hole data shall be shown on boring logs & layouts as illustrated in the TxDOT Geotechnical Manual (2012).
		(3) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.
		2. Miscellaneous Structures
		a. Foundation Studies (Show cost estimate with Function Code 110)
		The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		b. Foundation Analysis
		To be determined based on miscellaneous structure type and requirements.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 5 - BRIDGE DESIGN – N/A

(Function Code 170)

Services Provided By: ENGINEER	COUNTY	
~~___~~	~~___~~	~~1. Foundation Studies (Show cost estimate with Function Code 110)~~ ~~The minimum number of soil core holes shall be obtained in accordance with TxDOT Geotechnical Manual (2012). Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (5 foot) intervals.~~
~~___~~	~~___~~	~~2. Foundation Analysis~~ ~~Shall include analyses of bridge foundation options (drilled shafts, piling, etc.) and for water crossings shall include recommendations for scour predictions.~~

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 6 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By: ENGINEER	COUNTY	
Yes	Yes	**CONSTRUCTION INSPECTION SERVICES:**

The ENGINEER will provide engineering and support services (Inspection & Observation) during the construction of the Project or portions of the Project approved by the COUNTY.

Yes	No	**CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (08/10). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 7 - ADDITIONAL RESONSIBILITIES

Document and Information Exchange

Geotechnical Reports, Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives or CD/DVD medium. Each flash drive or CD/DVD shall have a file titled Table of Contents (as applicable). The Table of Contents shall indicate the locations of files within the directory structure of the documentation (as applicable).

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

CMT Reports and Inspection documentation shall be provided in PDF format.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
Geotechnical	Mercedes Office
CMT	Mercedes Office
Inspection	Mission Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

EXHIBIT B

Scope of Services to be provided by the Engineer

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the ENGINEER in providing Geotechnical Laboratory services, Construction Materials Testing Services, and Construction Inspection Services:

A. Preliminary Phase: N/A

~~1) Attend preliminary conferences with the COUNTY and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.~~

~~2) Provide for the necessary geotechnical investigation and testing necessary to develop design.~~

~~3) Provide assistance to the COUNTY in providing material requirements and specifications for design, construction and maintenance projects.~~

~~4) Provide assistance to the COUNTY in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.~~

B. Design Phase: N/A

~~1) Attend the COUNTY'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.~~

~~2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.~~

~~3) Provide assistance to the COUNTY in providing material requirements and specifications for design, construction and maintenance projects.~~

~~4) Provide assistance to the COUNTY in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.~~

~~5) Furnish the COUNTY all necessary reports for preliminary design, design, and construction and maintenance projects.~~

C. Construction/Maintenance Phase:

1) Attend the COUNTY'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the COUNTY during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the COUNTY and/or project design Laboratory.
5) Furnish the COUNTY all necessary reports for construction and maintenance projects.
6) Provide construction inspection and observation services as requested by the COUNTY on construction and maintenance projects.

D. Miscellaneous/Other:

1) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with COUNTY specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
2) The plans, specifications, and Geotechnical/CMT reports prepared under this Agreement shall become the property of the COUNTY upon completion of the work and payment in full of all monies due to the ENGINEER.
3) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the COUNTY within a reasonable time.

EXHIBIT "C"
PROJECT SCHEDULE
WA #1 - CMT and Inspection Services for HC Pct. 2 - Equip. and Maint. Facility Parking Lot and Access Road

Function Code 320 ~ Construction Phase Services (Construction Inspection CMT)

	2015											
TASK AND DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
HC Pct. 2 - Equip. & Maint. Facility Parking Lot & Access Road CMT & Inspection												
Construction Inspection												
Construction Material Testing (CMT)												

~ Estimated Time for Project Construction = 4 months (All services noted will be provided during the full duration of Construction)
~ Start Date and NTP estimated for May 1, 2015 (4 month window will move with NTP date as required)

EXHIBIT D

FEE PROPOSAL - ESTIMATED MAN-HOURS AND TEST BREAKDOWN

WA #1 - Hidalgo County Pct. 2 - Equipment and Maintenance Facility Parking Lot & Access Road
Construction Materials Testing & Construction Inspection

Embankment (Test All Fill Material Including Cut From Job) (ITEM 132)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

								No Quant - Assume
		TxDOT/ASTM Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E	PI>15 ~ Every 5,000 CY	included with PI	Each		$53.15	$0.00
Plasticity Index		Tex-106-E	PI>15 ~ Every 5,000 CY	1 per Job	Each	1	$79.66	$79.66
Gradation		Tex-110-E	Every 10,000 CY	1 per Job	Each	1	$95.76	$95.76
Moisture/Density		ASTM D 698/Tex-114-E	One per Each Material	1 Exist (Assume Borrow)	Each	1	$205.82	$205.82
In-Place Density		ASTM D 6938/Tex-115-E	Every 5,000 CY or 6,000	At Least 4 on Job	Each	4	$23.91	$95.64
Reports				LL/PI, Grad, MD, FD	Each	5	$23.59	$117.95
Tech Time (Soils)				4 hrs - PI,Gr,MD, 2 hrs - FD	Hour	16	$52.95	$847.20
# of Trips (Tech)				3 Trips (40 Miles RT)	Mile	120	$0.55	$66.00
**Admin/Clerical					Hour	2	$62.30	$124.60
							Item Subtotal	$1,632.63

Subgrade (Lime Treated) (ITEM 260)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

								5,100 CY
		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E		included with PI	Each		$53.15	$0.00
Plasticity Index		Tex-106-E	Each 5,000 CY		Each	1	$79.66	$79.66
Gradation		Tex-110-E	Each 5,000 CY		Each	1	$95.76	$95.76
Moisture/Density		ASTM D 698/Tex-114-E	Every 20,000 CY	assume 1 on Prj	Each	1	$205.82	$205.82
In-Place Density		ASTM D 6938/Tex-115-E	Every 3,000 CY	At Least 8 on Job	Each	8	$23.91	$191.28
Reports				LL/PI, MD, FD	Each	7	$23.59	$165.13
Tech Time (Soils)				4 hrs - PI,Gr,MD, 2 hrs - FD	Hour	24	$52.95	$1,270.80
# of Trips (Tech)				5 Trips (40 Miles RT)	Mile	200	$0.55	$110.00
**Admin/Clerical					Hour	4	$62.30	$249.20
							Item Subtotal	$2,367.65

Flexible Base (Untreated - Stockpile Testing) (ITEM 247)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

								5,825 CY
		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E		included with PI	Each		$53.15	$0.00
Plasticity Index		Tex-106-E	Each 5,000 CY		Each	1	$79.66	$79.66
Gradation		Tex-110-E	Each 5,000 CY		Each	1	$95.76	$95.76
Moisture/Density		ASTM D 698	Every 20,000 CY		Each	1	$205.82	$205.82
Wet Ball Mill		Tex-116-E	Every 20,000 CY		Each	1	$232.55	$232.55
Triaxial		Tex-117-E	Every 20,000 CY		Each	1	$350.00	$350.00
Reports				LL/PI, MD, WB, Triaxial	Each	5	$23.59	$117.95
Tech Time (Soils)				4 hrs - LL,PI,MD & WB/Triax.	Hour	12	$52.95	$635.40
# of Trips (Tech)				1 Trip (40 Miles RT)	Mile	40	$0.55	$22.00
**Admin/Clerical					Hour	2	$62.30	$124.60
							Item Subtotal	$1,863.74

Flexible Base (Lime Treated) (ITEM 247)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

							5,825 CY
	TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit	Tex-104-E		included with PI	Each		$53.15	$0.00
Plasticity Index	Tex-106-E	Each 5,000 CY		Each	1	$79.66	$79.66
Gradation	Tex-110-E	Each 5,000 CY		Each	1	$95.76	$95.76
Moisture/Density	ASTM D 698/Tex-113-E	Every 20,000 CY	Complete Mixture	Each	1	$205.82	$205.82
In-Place Density	ASTM D 6938/Tex-115-E	Every 3,000 CY	At Least 8 on Job	Each	8	$23.91	$191.28
Reports			MC, LL/PI, MD, FD	Each	7	$23.59	$165.13
Tech Time (Soils)			4 hrs - PI,Gr,MD, 2 hrs - FD	Hour	24	$52.95	$1,270.80
# of Trips (Tech)			5 Trips (40 Miles RT)	Mile	200	$0.55	$110.00
**Admin/Clerical				Hour	4	$62.30	$249.20
						Item Subtotal	$2,367.65

Asphalt Concrete Pavement (Item 3268 - HMA-QC/QA)

- Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- Field sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.

							2,666 Tons
	TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.			Stockpile				
L.A. Abrasion	Tex-410-A	1 Per Project Per Source	if BRSQC meets Project Spec ~	Each	0	$564.55	$0.00
Soundness	Tex-411-A	1 Per Project Per Source	if BRSQC meets Project Spec ~	Each	0	$564.55	$0.00
Gradation	Tex-200-F	1 Per Project Per Source		Each	1	$72.97	$72.97
MicroDeval	Tex-461-A	1 Per every 12 Sublots	May be Eliminated based on	Each	0		
Flat & Elongated Particles	Tex-280-F	1 Per Project Per Source		Each	1	$60.00	$60.00
Coarse Aggr. Angularity	Tex-460-A (Part I)	1 Per Project Per Source		Each	1	$80.00	$80.00
Del. Matl.	Tex-217-F (Part I)	1 Per Project Per Source		Each	1	$46.50	$46.50
Decant	Tex-217-F (Part II)	1 Per Project Per Source		Each	1	$46.50	$46.50
Fine Aggr.			Stockpile				
Bar Linear Shrinkage	Tex-107-E	1 Per Project Per Source		Each	1	$66.47	$66.47
Organic Impurities	Tex-408-A	1 Per Project Per Source		Each	1	$46.50	$46.50
Gradation	Tex-200-F	1 Per Project Per Source		Each	1	$72.97	$72.97
Mineral Filler			Bin or Silo				
Bar Linear Shrinkage	Tex-107-E	1 Per Project Per Source	Assume No Filler	Each	0	$66.47	$0.00
Gradation	Tex-200-F	1 Per Project Per Source	Assume No Filler	Each	0	$72.97	$0.00
Combined Aggr.			Stockpile or Feeder Belt				
Sand Equivalent	Tex-203-F	1 Per Project Per Source		Each	1	$72.99	$72.99
Complete Mix			Truck Sample				
Asphalt Content (%)	Tex-236-F	1 Per Lot Per Design		Each	3	$90.00	$270.00
Voids in Mineral Aggr. (VMA)	Tex-207-F	1 Per Sublot Per Design	with 227-F Rice Gravity	Each	12	$110.00	$1,320.00
Gradation	Tex-236-F	Min 1 Per 12 Sublots Per		Each	1	$90.00	$90.00
Boil Test	Tex-530-C	1 Per Project Per Source	Waived by Engineer	Each	0	$86.40	$0.00
Indirect Tensile - Dry	Tex-226-F	1 Per Project Per Source	Waived by Engineer	Each	0	$600.00	$0.00
Moisture Content	Tex-212-F (Part II)	1 Per Project Per Source		Each	1	$15.00	$15.00
Lab Molded Density	Tex-207-F	1 Per Sublot Per Design		Each	12	$80.00	$960.00
Hamburg Wheel Tracker	Tex-242-F	1 Per Project Per Source	Make Contractor Perform Test	Each	0	$900.00	$0.00
Roadway			At Site				
Field Coring		2 Cores Per Sublot Per	For Tex-207-F	Each	24	$66.47	$1,595.28
In-Place Air Voids	Tex-207-F	2 Cores Per Sublot Per		Each	24	$25.00	$600.00
Segregation Profile	Tex-207-F (Part V)	1 Per Project Per Source		Each	1	$300.00	$300.00
Joint Density	Tex-207-F (Part VII)	1 Per Project Per Source		Each	1	$300.00	$300.00
Tack Coat Adhesion	Tex-243-F	1 Per Project Per Source	Waived by Engineer	Each	0	$100.00	$0.00
Thermal Profile	Tex-244-F	1 Per Project Per Source		Each	1	$175.00	$175.00
Ride Quality	Tex-1001-S	Engineer may verify	Make Contractor Perform Test	Each	0		$0.00
Reports				Each	65	$23.59	$1,533.35
Tech Time (Aggr)			16 hours per 1 days (trips/test -	Each	16	$52.95	$847.20
Tech Time (Asph)			12 hours per 3 days	Hours	36	$52.95	$1,906.20
# of Trips (Tech)			4 Trips (40 Miles RT)	Mile	160	$0.55	$88.00
**Admin/Clerical				Hours	16	$62.30	$996.80
						Item Subtotal	$11,561.73

Hydraulic Cement Concrete Misc. - Curb & Gutter/Valley Gutter/Aprons/Spillways (Class A)

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete								
*Strength		Tex-418-A	Each 180 CY(1 Set = 2 Cyl.)	Adjust Per Str & Placement	Each	16	$27.92	$446.72
Slump		Tex-415-A	Not Required	Not Required	Each	0	$0.00	$0.00
Entrained Air		Tex-416-A	One per Set		Each	8	$23.86	$190.88
Temperature		Tex-422-A	Not Required	Not Required	Each	0	$0.00	$0.00
Reports				Conc.	Each	16	$23.59	$377.44
Tech Time (Aggr)			Not Required		Hour	0	$52.95	$0.00
Tech Time (Conc)					Hour	32	$52.95	$1,694.40
# of Trips (Tech)				8 Trips (40 Miles RT)	Miles	320	$0.55	$176.00
**Admin/Clerical					Hour	6	$62.30	$373.80
							Item Subtotal	$3,259.24

Batching for Asphalt Concrete Pavement (ACP) - Inspection of Batching at Plant (1 Tech per Plant, Reports)

- Concrete batching as well a the asphalt testing at the plants to ensure delivery of acceptable material to the job site (as required).

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete				None - Class A Only				
Tech Time (Conc)					Hour		$52.95	$0.00
# of Trips (Tech)					Mile		$0.55	$0.00
					Reports		$23.59	$0.00
Hot Mix					Hour	36	$52.95	$1,906.20
Tech Time (Asph)				3 Trips (40 Miles RT)	Mile	120	$0.55	$66.00
# of Trips (Tech)					Reports	4	$23.59	$94.36
**Admin/Clerical					Hour	6	$62.30	$373.80
							Item Subtotal	$2,440.36

Construction Inspection (Minimal Job Presence - QA/QC Construction Operations)

- Construction Inspection to consist of QC/QA project inspector for 4 hours per day 3 days per week = 12 hours per week for Construction Schedule
- All other job control inspection to be completed by Hidalgo County

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Construction Inspection								
Senior Project Manager					Hour	28	$218.04	$6,105.12
Project Inspector					Hour	192	$87.22	$16,746.24
# of Trips (Proj. Insp.)				48 Trips (40 Miles RT)	Mile	1920	$0.55	$1,056.00
Reports					Reports	48	$23.59	$1,132.32
**Admin/Clerical					Hour	24	$62.30	$1,495.20
							Item Subtotal	$26,534.88

*** Concrete Strength testing includes strength testing of cylinder specimens (breaks) as well as preperation, holding and curing of strength specimen costs**
~ 1 Set is defined as 2 Cylinders (7-day or 28-day)
~ All Structural Concrete requires a minimum 2 Sets per Test Location (4 Cyl.)
**** Project Administrative Fee is assessed on a per invoice basis and involves engineering review, evaluation, management and administration**

Summary

Sub-Total (CMT Items) =	$25,493.00
Eng. Lab Mgr. (Coor. w/Area Eng./Rpt. Rev.) (28 hrs x 105.91 Hr.)	$2,965.48
Sub-Total (Const. Inspection) =	$26,534.88
CMT & Const. Inspection Total :	$54,993.36

AI-49468 **Purchasing Department** **23. B. 1.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval of the final negotiated Professional Engineering Services Agreement (approved for negotiations by CC on 03/31/15) with **HALFF ASSOCIATES, INC.** for: **"Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings" (on an as needed basis)**, utilized by various departments for projects located within **Hidalgo County Precinct #4** area.

B. Requesting approval of a professional appraisal services agreement with **LEONEL GARZA, JR. & ASSOCIATES, LLC** for the purposes of **"appraisal services"** for: **The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property** located within **Hidalgo County Precinct No. 4 (on an as needed basis)** and as (approved for negotiations by CC from the "POOL" of Appraisers on 03/31/15).

BACKGROUND

Contract - Halff Associates Inc. (on call) Pct 4
Contract - Leonel Garza Jr. & Associates Inc. (on call) Pct 4
Legals approval

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding will be appropriated as needed.

Attachments

legals approval-Halff Assoc Inc-Pct 4 (on call)

contract
email
CONTRACT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/23/2015 04:59 PM
Budget & Management	Veronica Ortiz	04/23/2015 05:08 PM
Glinda Pacheco	Glinda Pacheco	04/24/2015 09:34 AM
Auditor's Office	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Letty Saenz		Started On: 04/23/2015 04:30 PM
Final Approval Date: 04/24/2015		

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve - Prof Svcs Agreement# C-15-137-04-28-Halff Associates Inc.-Pct 4 (on call)

From : Steve Crain <scrain@atlashall.com> Thu, Apr 23, 2015 04:16 PM

Subject : RE: Review & Approve - Prof Svcs Agreement# C-15-137-04-28-Halff Associates Inc.-Pct 4 (on call) 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, April 23, 2015 3:55 PM
To: Steve Crain; Marynel Trevino
Subject: Review & Approve - Prof Svcs Agreement# C-15-137-04-28-Halff Associates Inc.-Pct 4 (on call)

Mr. Crain-

Please review and approve as to form agreement (attached hereto) for the purposes of: **"Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings" (on an as needed basis)** for projects located within **Hidalgo County Precinct Number 4.**

****Note: will be placing on the next CC agenda for final approval.**

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...



image001.gif
345 B

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-15-138-04-28

THIS AGREEMENT is made effective the **28th** day of **April, 2015**, by and between the **County of Hidalgo, Texas** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: **The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located** within **Hidalgo County Precinct No. 4**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. Scope of Services. Appraiser agrees to provide to County **The Fair Market Value**

Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within **Hidalgo County Precinct No. 4** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser". ***In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County. Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.***

2. Non-Exclusive Services of Appraiser. Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Contract is for a period of **one (1) year**, effective **April 28, 2015**, and will expire **April 27, 2016** or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each "Purchase Order".

4. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo

County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment

shall be executed in accordance with the terms of this provision.

8. Reporting. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Appraiser agrees to provide liability insurance covering its 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 department a certificate of insurance, Exhibit “C”, issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract 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 Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

17. Venue. 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.

18. Hold Harmless. In the event Appraiser should cause, either directly or indirectly,

damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser=s intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. Notices. 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:	Hidalgo County Attention: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Appraiser:	Leonel Garza, Jr. & Associates, LLC Attn: Leonel Garza, III, Co-Owner/Primary R.E.A. 1419 Dove, Suite 1 McAllen, Texas 78504

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.

21. Execution of 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 Contract.

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

23. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

24. Authority. The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

25. 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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

27. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

Approved by Commissioners' Court on _____, 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

APPRAISER:
Leonel Garza, Jr. & Associates, LLC

By:_____

Printed Name: Leonel Garza, III

Title: Owner/Primary R.E.A.

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT “A-1”

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

January 20, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisal Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-009-02-04-SGS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs
Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs and entities)
"Professional Appraisal Services Pool"
RFQ No: 2015-009-02-04-SGS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria and Evaluation Form	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisal Services Pool"

RFQ NO: 2015-009-02-04-SGS

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 292-7000 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

Form HCPD-04

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisal Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. **One (1) original, three (3) copies** of all request for qualifications (RFQ) and eight (8) CDs in PDF Format are required with the respondent's 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, **RFQ – 2015-009-02-04-SGS"HIDALGO COUNTY (Including all funding sources, programs, and entities)-"Professional Appraisal Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 04, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS 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 IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualification considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.

8. County reserves the right to accept or reject any or all qualifications

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualification. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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 qualification 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.

13. **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, 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

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisal Services Pool"**
  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:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 04, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY PROPOSED HOLIDAYS

2015 YEAR	
New Year's Day	01/01/15
Martin Luther King Day	01/19/15
President's Day	02/16/15
Good Friday	04/03/15
Memorial Day	05/25/15
Independence Day	07/03/15
Labor Day	09/07/15
Columbus Day	10/12/15
Veteran's Day	11/11/15
Thanks Giving Day	11/26/15 and 11/27/15
Christmas Day	12/24/15 and 12/25/15
New Years Eve	12/31/15

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 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 respondents 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 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent 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 materialmen 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform

themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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 respondent 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 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful respondent'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. 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;

- 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 respondent 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 respondent'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 respondent 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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

Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent 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 respondent 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. Respondents shall provide with the qualification 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. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisal Services Pool"
RFQ No: 2015-009-02-04-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. 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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondents acknowledge receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **March 16, 2015 and ending March 15, 2016.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 04, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of one (1) original, three (3) copies and eight (8) CD's in PDF format of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number: 2015-009-02-04-SGS, Project title: "Professional Appraisal Services Pool" and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's

Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, 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:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

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

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent 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 vendor's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via e-mail or via facsimile to (956) 292-7612: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Monday, January 26, 2015 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 28, 2015 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specifies for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

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 may result in disqualification of the submitted RFQ.

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

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

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 current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS 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.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County

   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**

   a) Qualifications of personnel - The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in Request for Qualifications.

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

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

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

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- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING FOR "REAL ESTATE APPRAISERS POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

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: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 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:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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 the "Name" line 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
☐☐☐ - ☐☐ - ☐☐☐☐

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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 3 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, apply for a TIN and 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. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES POOL

RFQ No.: 2015-009-02-04-SGS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ 1 Original, 3 Copies, and 8 CD's containing a complete copy of Response.

SIGNATURE DATE

EXHIBIT “A”

SERVICES TO BE PROVIDED BY APPRAISER

GARZA & ASSOCIATES
1419 Dove Avenue Suite 1 McAllen, Texas 78504
Office (956)687-7295 Fax (956) 687-9236

Best & Final For Appraisal Services

To:	Hidalgo County Purchasing Department 2812 South Business Highway 281 Edinburg, Texas 78539	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 318-2626	**Date Submitted:**	April 23, 2015
Re:	**Appraisal Proposal – Precinct No. 4**	**CC:**	Leticia Saenz, CPPB / Contract Manager

Mrs. Saenz:
As per e-mail from Leticia Saenz on April 22, 2015, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County Owned Property located within Hidalgo County Precinct No. 4 (on an "As Needed Basis"). The appraisal reports shall be based on the Texas Department of Transportation, County of Hidalgo and SB-18 requirements as follows:

Appraisal Report Cost	**$2,250.00 Per Parcel** Included Per Parcel: (4) Original Appraisal Reports
Additional Original Reports	**$ 50.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the Hidalgo County Precinct #4 Department and or other County agencies involved in the project.
Updated/Revised Reports	**$ 500.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)*** (Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

GARZA & ASSOCIATES
1419 Dove Avenue Suite 1 McAllen, Texas 78504
Office (956) 687-7295 Fax (956) 687-9236

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties within Hidalgo Precinct No. 4. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. A deadline will be established by the Hidalgo County Right of Way Department as outlined within the Purchase Order provided by the client. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Precinct and the Purchasing Department prior to acceptance of the request and or at the time of discovery of special circumstances.

Due to the urgency of the projects, the following items shall be required to expedite the project as soon as possible (if applicable):

1. Physical Address of the Subject Property or Directions
2. Access To Property
3. Legal Description and Metes & Bounds
4. Site Plan or Survey
5. Name of Current Owner or Entity Property Is Listed Under
6. Property Contact Person (To Make Inspection Arrangements)
7. Rent Rolls
8. Sales Contracts

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

_____

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT “B”

FEE SCHEDULE

GARZA & ASSOCIATES
1419 Dove Avenue Suite 1 McAllen, Texas 78504
Office (956)687-7295 Fax (956) 687-9236

Best & Final For Appraisal Services

To:	Hidalgo County Purchasing Department 2812 South Business Highway 281 Edinburg, Texas 78539	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 318-2626	**Date Submitted:**	April 23, 2015
Re:	**Appraisal Proposal – Precinct No. 4**	**CC:**	Leticia Saenz, CPPB / Contract Manager

Mrs. Saenz:
As per e-mail from Leticia Saenz on April 22, 2015, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County Owned Property located within Hidalgo County Precinct No. 4 (on an "As Needed Basis"). The appraisal reports shall be based on the Texas Department of Transportation, County of Hidalgo and SB-18 requirements as follows:

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Updated/Revised Reports	**$ 500.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)*** (Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

GARZA & ASSOCIATES
1419 Dove Avenue Suite 1 McAllen, Texas 78504
Office (956) 687-7295 Fax (956) 687-9236

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties within Hidalgo Precinct No. 4. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. A deadline will be established by the Hidalgo County Right of Way Department as outlined within the Purchase Order provided by the client. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Precinct and the Purchasing Department prior to acceptance of the request and or at the time of discovery of special circumstances.

Due to the urgency of the projects, the following items shall be required to expedite the project as soon as possible (if applicable):

1. Physical Address of the Subject Property or Directions
2. Access To Property
3. Legal Description and Metes & Bounds
4. Site Plan or Survey
5. Name of Current Owner or Entity Property Is Listed Under
6. Property Contact Person (To Make Inspection Arrangements)
7. Rent Rolls
8. Sales Contracts

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT “C”

INSURANCE REQUIREMENTS

LEONGAR-02 HEREN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER	CONTACT NAME:	
Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Ins Co, LTD	11000
INSURER B : Hrtfrd Accident & Indemnity Co	22357
INSURER C : Hartford Ins Co of the Midwest	37478
INSURER D : Berkley Assurance Company	
INSURER E :	
INSURER F :	

INSURED

Leonel Garza Jr & Associates LLC
1419 Dove Ave
Suite 1
McAllen, TX 78504

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			65SBATE2179	05/18/2014	05/18/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS X SCHEDULED AUTOS			65UECZF5945	05/18/2014	05/18/2015	BODILY INJURY (Per accident)	$	
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	1,000,000
	EXCESS LIAB CLAIMS-MADE			65SBATE2179	05/18/2014	05/18/2015	AGGREGATE	$	1,000,000
	DED X RETENTION $ 10,000							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A	X	65WBCAE1721	01/11/2015	01/11/2016	E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Professional Liab	X		VUMB003490	05/18/2014	05/18/2015	See Description		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Form 30 Day Notcie of Cancellation
Professional Liab- Claims Made:Agrgregate limit $1,000,000; Limit of liability per claim 1,000,000; Re-troactive date: May 18,2010; Professional Liability E&O Deductible per Claim $7,500

The General Liability and Business Auto policies includes a blanket automatic additional insured and blanket automatic waiver of subrohgation endorsement (Form SS 00 08 04 05) & (HA 99 16 03 12) that provides additional insured & waiver of subrogastion status to the certificate holder only when there is a wriiten contract between certificate holder that requires it or such status;
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Hidalgo County
2812 S. Highway Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: LEONGAR-02 HEREN1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Shepard Insurance Agency		Leonel Garza Jr & Associates LLC 1419 Dove Ave Suite 1 McAllen, TX 78504
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Units: 2010 Toyota #5TFRM5F15AX011366; 2014 Toyota #5TFUM5F17EX052999

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve -Prof Svcs Agreement # C-15-138-04-28- Leonel Garza Jr. & Associates - Pct 4 (on call) Appraisal Services

From : Steve Crain <scrain@atlashall.com> Fri, Apr 24, 2015 02:19 PM

Subject : RE: Review & Approve -Prof Svcs Agreement # C-15-138-04-28- Leonel Garza Jr. & Associates - Pct 4 (on call) Appraisal Services

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, April 24, 2015 1:52 PM
To: Steve Crain
Cc: Marynel Trevino
Subject: Re: Review & Approve -Prof Svcs Agreement # C-15-138-04-28- Leonel Garza Jr. & Associates - Pct 4 (on call) Appraisal Services

Mr. Crain-

Please review and approve as to form agreement#**C-15-138-04-28-Leonel Garza, Jr. & Assoc** (attached hereto) n**ow with insurance certificate reflecting scheduled autos.**

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-15-137-04-28

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioners Court**, hereinafter called the "**Owner**", and **HALFF ASSOCIATES, INC.** professional engineers of **McAllen, Texas**, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for: **"Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings" (on an as needed basis)** for projects located within **Hidalgo County Precinct Number 4,** hereinafter referred to as the ("**Project**").

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

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and

the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

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

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

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions 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 be for a period of **one (1) year, Commencing, April 29, 2015, Expiring, April 28, 2016;** (hereinafter referred to as the ("**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or

obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

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

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to

terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (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 Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default,

the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above 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 **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

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

ARTICLE 5. Compensation and Fees. For and in consideration of the services 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. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D"-Engineer Contract Rates**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

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 (hereafter 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:

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

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

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

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

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

ARTICLE 6. Method of Payment.

6.1 Requests for Payment. Payments to the **Enginee**r for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

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

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

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

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any 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 **Project** for which the **Owner** has made payment to the **Engineer;**

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

6.4 No partial payment made hereunder shall be or construed to be final acceptance or

approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

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

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

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

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work**

Authorization. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

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

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

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **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 **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the 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 of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the

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

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

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

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

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

such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, 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 this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under 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 **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

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

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

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

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

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

17.3 Warranties.

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

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder.

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

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

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the

project being designed in a professional and safe manner.

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

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

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

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

approval.

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

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

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors")** shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitors")** 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 **Enginee**r, 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 Workers 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 **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, workers 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. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without

liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

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

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

OWNER:	**ENGINEER**:
Hidalgo County	**Halff Associates, Inc.**
100 E. Cano, 2nd, Floor	**5000 West Military Hwy., Suite 100**
Edinburg, Texas 78539	**McAllen, Texas 78503**

The Address may be changed by either party by written notice and notice sol 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. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

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

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

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

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

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

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

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

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

ARTICLE 31. 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.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2015.**

ENGINEER:
HALFF ASSOCIATES, INC.

BY:_____
Menton J. Murray, III, P.E., LEED AP

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

BY:_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioner's Court on _____, 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

BY:_____
Stephen L. Crain, Attorney

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 Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

January 20, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-006-02-04-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2015-006-02-04-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	1
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2015-006-02-04-YZV

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL**", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's 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, ***RFQ No.: 2015 -006-02-04-YZV- "HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **PROFESSIONAL ENGINEERING SERVICES POOL"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 04, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION 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 IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications 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 separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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 qualification 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.

13. **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, 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

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  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:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**FEBRUARY 04, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY HOLIDAYS

2015 YEAR	
New Year's Day	01/01/2015
Martin Luther King Day	01/19/2015
President's Day	02/16/2015
Good Friday	04/03/2015
Memorial Day	05/25/2015
Independence Day	07/04/2015
Labor Day	09/07/2015
Columbus Day	10/12/2015
Veteran's Day	11/11/2015
Thanksgiving Day	11/26/2015-11/27/2015
Christmas Day	12/24/2015-12/25/2015
New Year's Eve	12/31/2015

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 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 respondents 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 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent 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 materialmen 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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 respondent 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 RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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. Qualifications, 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 Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- 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 respondent 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 respondent'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 respondent 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent 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 respondent 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. Respondents shall provide with the qualification 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. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. 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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2015 and ending March 15, 2016**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 04, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E)

certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, 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:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

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

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents 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 vendor's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, January 26, 2015** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, January 28, 2015 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project 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.

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

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

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

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight

the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment

- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   * Response is Clear;
   * Response is Well Organized;
   * Easy to Evaluate;
   * Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2015-006-02-04-YZV

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

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

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

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 (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – 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 OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I _____ , authorized representative for _____ ,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ _____

Automobile Liability: $ _____ General Liability: $ _____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I,_____ possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

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

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____ **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** _____
State of Incorporation: _____ **Date:**_____ **Other:** _____
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** • Less than 125,000 annual gross receipt • Less than 250,000 annual gross receipt • Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt • Black American • Hispanic American • Asian Pacific American • Native American • Women • Other **Have you been certified as a HUB or an MBE/WBE source?:** • Yes • No **Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** • Yes • No
What type of product(s) is/are solicited by your company?: _____ **Would you like to be provided with specifications for procurements of such products?:** • Yes • No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____ **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

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. January 2011)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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

			–		–				

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. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2015-006-02-04-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

EXHIBIT A

-Scope of Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the **ENGINEER** as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the **ENGINEER.**

EXHIBIT B

-Scope of Services to be provided by the Engineer

Through project award via Work Authorization, Engineer shall provide Professional Services required to design and specify Building Repair and Renovation Projects. Type of services that may be included as dictated by the individual project requirements consist of: **1)** Surveying, **2)** Civil Engineering, **3)** Mechanical/ Plumbing Engineering, **4)** Electrical Engineering, **5)** Structural Engineering. Upon Identification by the Owner of specific projects that require the professional services of the Engineer, a detailed scope of work and identification of professional service disciplines required shall be established.

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

-Engineer's Contract Rates

Halff Associates, Inc.
Billing Rate Schedule
McAllen Office – MEP

April 15, 2015

Project Manager	$205/hr.
Professional Engineer	$160/hr.
Engineer-In-Training	$120/hr.
Designer	$ 80/hr.
Construction Administrator	$ 90/hr.
CAD Tech	$ 60/hr.
Secretarial / Clerical	$ 60/hr.
Two-man Survey Crew	$150/hr.

EXHIBIT E
-Work Authorization

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-137-04-28
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide

_____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.1 shall be funded through funding source:
Account No**.** _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate ***upon completion of scopes of the work authorization***.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Joseph Palacios as to content and detail of this **Work Authorization No.** ___.

HIDALGO COUNTY PRECINCT No. 4

BY: _____
Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____**, 2015.**

THE ENGINEER:	**THE OWNER:**
HALFF ASSOCIATES INC.	**HIDALGO COUNTY**
_____	_____
By: Menton J. Murray, III, P.E., LEED AP	By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. __
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2013** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
HALFF ASSOCIATES INC.

BY:_____
Menton J. Murray, III, P.E., LEED AP

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER
Bell Insurance
16980 Dallas Parkway #210
Dallas TX 75248

CONTACT NAME: Candy Goehring
PHONE (A/C, No, Ext): (972) 581-4800 FAX (A/C, No): (972) 581-4850
E-MAIL ADDRESS: cgoehring@bellgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Massachusetts Bay	22306
INSURER B: Allmerica Financial Benefit	41840
INSURER C: The Hanover Ins. Co.	22292
INSURER D: Ironshore Specialty Ins. Co.	25445
INSURER E:	
INSURER F:	

INSURED
Halff Associates, Inc.
1201 N. Bowser
Richardson TX 75081

COVERAGES **CERTIFICATE NUMBER:** 14/15 Master 1MIL **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			ZDDA051278	7/12/2014	7/12/2015	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 $ 1,000,000 $ 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			AWDA051300	7/12/2014	7/12/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UHDA051287	7/12/2014	7/12/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W2DA028649	7/12/2014	7/12/2015	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
D	Professional Liability Claims Made Policy			002091900	7/12/2014	7/12/2015	Per Claim Limit Aggregate Limit	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is included as additional insured as respects general and auto liability if required by written contract. Waiver of subrogation applies to the same as respects general and auto liabiity and workers compensation if required by written contract. 30 day notice of cancellation except 10 days for non payment.

CERTIFICATE HOLDER
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
T J. Ashley/CANDY

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AI-49452 **Purchasing Department** **23. C. 1.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: CONSTABLE PCT. #3

Information

CAPTION

A. Authorization to rescind action taken on 03/31/2015 AI-49121 in the amount of $125,713.00 for purchase of Tahoes for Constable Pct. #3, inasmuch as there was no availability from GM manufacturer;

B. Requesting approval to purchase the following vehicles through the County's membership/participation with Houston Galveston Area Council (H-GAC) awarded vendor, Caldwell Country Chevrolet (Contract #VE11-13) in the total amount of $96,200.75, which includes delivery and a one time administration fee. The fourth vehicle is subject to the GM availibility Notice and is pending for purchase.

QTY	DESCRIPTION	AMOUNT
1	2015 CHEVROLET TAHOE	$32,214.25
2	2015 CHEVROLET TAHOE	$63,386.50
	One Time H-GAC Administration Fee	$ 600.00
	TOTAL AMOUNT	$96,200.75

BACKGROUND

Availability to original AI-49121 was not viable due to GM Notice of availability. The proposed purchase are Tahoe's available and in stock.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1304-421-00-293-017-0-752

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Same funding to be used for proposed purchase.

Attachments

(2) Tahoe's

AI 49121

(1) Tahoe

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/23/2015 01:40 PM
Budget & Management	Veronica Ortiz	04/23/2015 02:06 PM
Glinda Pacheco	Glinda Pacheco	04/23/2015 03:13 PM
Auditor's Office	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Oscar Garza		Started On: 04/23/2015 11:10 AM
Final Approval Date: 04/24/2015		

CONSTABLE PCT. #3

(2) 2015 CHEVROLET TAHOE PPV- (UNIT-312-313)



Section Contents »

School Buses - BS08-13 »

Ambulances, EMS and Other Special Service Vehicles - AM10-14 »

Current Model Cars & Light Trucks - VE11-13 »

Fire Service Apparatus - FS12-13 »

Buses - Transit & Shuttle, and Trams »

Medium & Heavy Trucks & Truck Bodies »

CURRENT MODEL CARS & LIGHT TRUCKS - VE11-13

Contract No.: VE11-13

Effective Date: December 1, 2013 thru November 30, 2015

The table below shows base bid items only. Other configurations, options and accessories are available thru our contract. Please consult the appropriate contractor for a specific, written H-GAC contract price quote.

NOTE: The HGACBuy Order Processing Charge for motor vehicles is a flat $600 per purchase order. The Charge is levied on the End User and collected by the contractor.

- A. Chevrolet
- B. CHRYSLER
- C. DODGE
- D. FORD
- E. FREIGHTLINER (SPRINTER)
- F. GMC
- G. HONDA
- H. JEEP
- J. RAM
- K. TOYOTA
- L. PROGRAM VEHICLES
- M. FLOOR PLAN INTEREST
- M. OPEN LOT INSURANCE

REVIEWED
By Oscar Garza at 10:47 am, Apr 23, 2015

FINAL

APPROVED
By Rudy Salinas at 11:47 am, Apr 23, 2015

H-GAC CONTACTS

- **Loleta Chappel**
  (P): 713-993-2486
  (F): 713-993-4548
  loleta.chappel@h-gac.com

VENDOR CONTACTS

- **Caldwell Country Chevrolet**
  Adrienne Gattis
  (P): 979-567-6115
  (F): 979-567-0853
  Click here for Email

A. Chevrolet

Contractor: Caldwell Country Chevrolet

Product Code	Vehicle Category	MFG'S Body Code	Model & Description	Base Price
A15	SUV	CC10706	Chevrolet Tahoe LS, 4-door, Rear wheel drive, 2wd, 5.3L V8, 6-speed auto trans, Complete with all manufacturer's standard equipment	$28,896.00

UNITS 312 & 313

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE11-13	Date Prepared:	4/22/2015

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 3 (Constable)	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	LARRY GALLARDO	Prepared By:	AVERYT KNAPP
Phone:	956-581-6800 (FAQUEL RAMOS)	Phone:	979-567-6116
Fax:	956-519-4245	Fax:	979-567-0853
Email:	LARRY.GALLARDO@CO.HIDLAGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A15	Description:	2015 CHEVROLET TAHOE CC10706

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 28,896.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LH SPOTLIGHT 7X6	441		
ALL WEATHER MATS & RUBBER FLOOR VAV	203		
DUAL BATTERIES	INCL		
LOCKING REAR AXLE DIFFERENTIAL	INCL		
REAR VISION CAMERA, TRAILER HITCH	INCL		
FLOOR PLAN INTEREST PER DAY .07 (11/28/14)	820		
OPEN LOT INSURANCE PER DAY .03 (11/28/14)	350	Subtotal From Additional Sheet(s):	
CLOTH FRONT/VINYL REAR BENCH	INCL	**Subtotal B:**	1814

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY (345 MILES @ 2..85)	983.25	IFL-PPV	INCL
EXTERIOR COLOR CHAMPAGNE SILVER GWT	INCL		
		Subtotal D:	983.25

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D): 31693.25

Quantity Ordered: 2 X **Subtotal of A + B + C + D:** 31693.25 = **Subtotal E:** 63386.5

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
VIN#FR526013, VIN#FR539700			
			Subtotal G: 0

Delivery Date: IN STOCK **H. Total Purchase Price (E+F+G):** 63986.5

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 003984249

ENTITY	Caldwell Automotive Partners, LLC	Status:Active
DUNS: 003984249	+4:	CAGE Code: 6X8E1 DoDAAC:
Expiration Date: May 5, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 800 State Highway 21 E City: Caldwell ZIP Code: 77836-4512	State/Province: TEXAS Country: UNITED STATES	

REVIEWED
By Oscar Garza at 10:23 am, Mar 12, 2015

RECEIVED
By Oscar Garza at 4:21 pm, Mar 11, 2015

H-GAC 'FORM - E1' - MANUFACTURER OPTION PRICING	
Offeror Name:	**CALDWELL COUNTRY CHEVROLET**
Invitation No.:	**VE11-13, Current Model Car and Light Trucks**
Notes:	1) Each bidder must supply its manufacturer entire catalog of OEM products with MSRP pricing. **The catalog must be the most current document in effect at the time of bid submittal date – specifically corresponding with 2013 – 2014 model year.** Provide a descriptive name of the catalog and the dates the catalog will be effective. Price increases will not be allowed for the entire model year that the catalog is in effect.
	2) Indicate below the discount percentage off the stated MSRP pricing will be for the entire catalog.
	3) The complete OEM catalog can be submitted as a "hard copy" if you so choose. However, in any case, an electronic version of the complete catalog must also be submitted with the bid.
	4) Show cost per mile for delivery of vehicles to our members (see Question #5). If your company uses a sliding mileage scale or uses a different method for arriving at this cost, explain in detail below.

[Please answer the 5 questions below]

Question No. 1.	**What is the complete name of the OEM catalog you are submitting with your bid?**
	Answer: GM PRICE SCHEDULES & GM AUTOBOOK
Question No. 2.	**What are the effective dates of this OEM catalog?**
	Answer: MODEL YEAR START OF PRODUCTION THROUGH END OF MODEL YEAR
Question No. 3.	**Does the OEM catalog show MSRP pricing?**
	Answer: YES
Question No. 4.	**What is the percentage of discount off the MSRP for the entire catalog?**
	Answer: Discount Percentage: __10____%
Question No. 5.	**Cost per mile for delivery or explain how your company arrives at a delivery cost for delivering vehicles.**
	Answer: Cost Per Mile $_2.85_____ to deliver vehicles.

2015 Chevrolet Tahoe

2015 MODEL YEAR VEHICLE PRICE SCHEDULE
EFFECTIVE February 03, 2014

Base Model Prices

Model	Model Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Dealer Price(c)	Emp Pri
CC15706	2WD Tahoe 1LS/1FL &R7J	$44,895.00	$0.00	$44,895.00	$41,752.35	$40,405.50	$40,2
CK15706	4WD Tahoe 1LS/1FL &R7J	$47,895.00	$0.00	$47,895.00	$44,542.35	$43,105.50	$42,9
CC15706	2WD Tahoe LT	$50,000.00	$0.00	$50,000.00	$46,500.00	$45,000.00	$44,8
CK15706	4WD Tahoe LT	$53,000.00	$0.00	$53,000.00	$49,290.00	$47,700.00	$47,5
CC15706	2WD Tahoe LTZ	$59,000.00	$0.00	$59,000.00	$54,870.00	$53,100.00	$52,8
CK15706	4WD Tahoe LTZ	$62,000.00	$0.00	$62,000.00	$57,660.00	$55,800.00	$55,5

Option Packages

Option Code	Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Deal Price
1FL	Fleet / Commercial Package w/o 9C1/5W4	($1,180.00)	$0.00	($1,180.00)	($1,038.40)	($1,00
	Fleet / Police Vehicle 4WD w/9C1	($4,635.00)	$0.00	($4,635.00)	($4,078.80)	($3,93
	Fleet / Police Vehicle 2WD w/9C1	($4,735.00)	$0.00	($4,735.00)	($4,166.80)	($4,02
	Fleet / Special Service Vehicle 4WD w/5W4	($5,335.00)	$0.00	($5,335.00)	($4,694.80)	($4,53
NHT	Max Trailering Package w/ NQH on 4WD	$650.00	$0.00	$650.00	$572.00	$5
	Max Trailering Package w/1LZ 4WD	$500.00	$0.00	$500.00	$440.00	$4
	Max Trailering Package on 2WD	$450.00	$0.00	$450.00	$396.00	$3
	Max Trailering Package w/ 5W4	$450.00	$0.00	$450.00	$396.00	$3
	Max Trailering Package w/ 1LZ 2WD	$300.00	$0.00	$300.00	$264.00	$2
PCJ	Sun, Entertainment & Destinations Package	$3,255.00	$0.00	$3,255.00	$2,864.40	$2,7
	Sun, Entertainment & Destinations Package Discount	($500.00)	$0.00	($500.00)	($440.00)	($42
PCK	Luxury Package	$2,705.00	$0.00	$2,705.00	$2,380.40	$2,2
PCW	Driver Alert Package	$595.00	$0.00	$595.00	$523.60	$5
UTT	Theft-Deterrent Package	$395.00	$0.00	$395.00	$347.60	$3

Additional Options

Option Code	Description		List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)	Deal Price
Additional Options:							
1LR	City Brake Package	&9C1	$0.00	$0.00	$0.00	$0.00	
B30	Carpeting, Color Keyed	Fleet	$190.00	$0.00	$190.00	$167.20	$1
CF5	Power Sliding Sunroof		$995.00	$0.00	$995.00	$875.60	$8
K05	Engine Block Heater		$75.00	$0.00	$75.00	$66.00	$
K4B	Auxiliary Battery	Fleet	$190.00	$0.00	$190.00	$167.20	$1
NZZ	Skid Plate Package	Fleet	$150.00	$0.00	$150.00	$132.00	$1
V76	Recovery Hooks	Fleet	$50.00	$0.00	$50.00	$44.00	$
Axles:							
G80	Locking Rear Differential		$295.00	$0.00	$295.00	$259.60	$2
Dealer Installed							
RWI	Chrome Body Side Molding Package		$295.00	$0.00	$295.00	$259.60	$2
RWK	Painted Body Side Molding Package		$275.00	$0.00	$275.00	$242.00	$2
RX1	22" Painted Wheels with Inserts		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,5
RYK	Rear Seat Entertainment Head Constraint DVD System		$1,590.00	$0.00	$1,590.00	$1,399.20	$1,3
S0M	Front Illuminated Door Sill Plates		$420.00	$0.00	$420.00	$369.60	$3
S0P	Front Floor Console Organizer		$60.00	$0.00	$60.00	$52.80	$
S1V	Dual Headphones		$110.00	$0.00	$110.00	$96.80	$

S6N	Hitch Receiver Cover		$35.00	$0.00	$35.00	$30.80	$2
SDA	Black Tow Hooks		$120.00	$0.00	$120.00	$105.60	$1(
SEV	22" Painted Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,5
SEW	22" Painted Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,5
SF0	22" Painted Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,5
SF1	22" Painted Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,5
SFE	Wheel Lock Kit		$55.00	$0.00	$55.00	$48.40	$
VAV	Front, Rear & Third Row Premium All Weather Mats		$225.00	$0.00	$225.00	$198.00	$1
VKW	Front Console Organizer		$45.00	$0.00	$45.00	$39.60	$
VLI	Cargo Area Premium All Weather Mat		$85.00	$0.00	$85.00	$74.80	$
VQQ	Roof Rack Cross Rail Package		$210.00	$0.00	$210.00	$184.80	$1
VQY	Chrome Tow Hooks		$200.00	$0.00	$200.00	$176.00	$1
VQZ	Chrome Exhaust Tips		$135.00	$0.00	$135.00	$118.80	$1
VRS	Cargo Security Shade		$195.00	$0.00	$195.00	$171.60	$1
W2D	Cargo Net		$60.00	$0.00	$60.00	$52.80	$
Interior Trim							
H4X	Cocoa Mahogany Leather	&1LZ	$295.00	$0.00	$295.00	$259.60	$2
Paint:							
G7U	Sable Metallic		$495.00	$0.00	$495.00	$435.60	$4
GBE	Crystal Red Tintcoat		$495.00	$0.00	$495.00	$435.60	$4
GBN	White Diamond Tricoat		$995.00	$0.00	$995.00	$875.60	$8
Radio Equipment:							
IO6	MyLink with Navigation		$495.00	$0.00	$495.00	$435.60	$4
U42	Rear Seat Entertainment System w/ Blu Ray		$1,595.00	$0.00	$1,595.00	$1,403.60	$1,3
Safety / Convenience:							
AKP	Non-Deep Tinted Glass	Fleet	($295.00)	$0.00	($295.00)	($259.60)	($25
AMF	Remote Keyless Entry - 6 Additional Remotes	Fleet	$75.00	$0.00	$75.00	$66.00	$
BRS	Power Retractable Assist Steps w/ Perimeter Lighting		$1,745.00	$0.00	$1,745.00	$1,535.60	$1,4
BTV	Remote Vehicle Start	Fleet	$190.00	$0.00	$190.00	$167.20	$1
JF4	Power Adjustable Pedals	Fleet	$150.00	$0.00	$150.00	$132.00	$1
UE0	OnStar Delete	Fleet	($85.00)	$0.00	($85.00)	($74.80)	($7
V54	Luggage Rack Side Rails	Fleet	$150.00	$0.00	$150.00	$132.00	$1
Y66	Adaptive Cruise Control		$1,695.00	$0.00	$1,695.00	$1,491.60	$1,4
Seating Arrangements:							
A95	Seats, Front Bucket, Cloth	Fleet Only	$250.00	$0.00	$250.00	$220.00	$2
ATD	Third Row Seat Delete	Fleet Only	($400.00)	$0.00	($400.00)	($352.00)	($34
ATN	Second Row Bucket Seats, power	w/ PCK	$590.00	$0.00	$590.00	$519.20	$5(
ATV	Second Row Bucket Seats, manual		$590.00	$0.00	$590.00	$519.20	$5(
AZ3	Bench Seat	Retail Only	($250.00)	$0.00	($250.00)	($220.00)	($21
SEO Options:							
4JQ	All Terrain Spare Tire	Fleet	$35.00	$0.00	$35.00	$30.80	$2
5HP	6 Additional Keys	&9C1/5W4/1FL	$40.00	$0.00	$40.00	$35.20	$3
5T4	Exterior Body Colored Parts - Victory Red	requires TGK	$200.00	$0.00	$200.00	$176.00	$1
5T5	Vinyl Rear Seats w/ Cloth Front Seats	&1FL	$0.00	$0.00	$0.00	$0.00	$
6C7	Auxiliary Red and White Dome Light	&9C1/5W4	$170.00	$0.00	$170.00	$149.60	$1
6E2	Single Key	&9C1/5W4	$25.00	$0.00	$25.00	$22.00	$2
6E8	Single Key		$25.00	$0.00	$25.00	$22.00	$2
6J3	Grille lamps and siren speaker wiring	&9C1/5W4	$92.00	$0.00	$92.00	$80.96	$
6J4	Horn Wiring	&9C1/5W4	$41.00	$0.00	$41.00	$36.08	$3
6J7	Flasher System	&9C1/5W4	$495.00	$0.00	$495.00	$435.60	$4
6N5	Rear window inoperative		$57.00	$0.00	$57.00	$50.16	$
6N6	Rear doors inoperative	&9C1/5W4	$59.00	$0.00	$59.00	$51.92	$
7X6	Spotlamp - left-hand	&9C1/5W4	$490.00	$0.00	$490.00	$431.20	$4
7X7	Spotlamps - right and left-hand	&9C1/5W4	$820.00	$0.00	$820.00	$721.60	$6
9G8	Headlamps, Daytime Running/Automatic Headlamp Control Delete	&9C1/5W4	$10.00	$0.00	$10.00	$8.80	$

	9U3	Cloth Bucket Seats	&1FL	$0.00	$0.00	$0.00	$0.00	$
	9V2	Solid Paint - Blue	requires TGK	$175.00	$0.00	$175.00	$154.00	$1
	9V7	Exterior Body Colored Parts - Dark Blue Metallic	requires TGK	$175.00	$0.00	$175.00	$154.00	$1
	TGK	Special Paint	&9V5/9W3	$0.00	$0.00	$0.00	$0.00	$
	TGK	Special Paint	w/o9V5/9W3	$300.00	$0.00	$300.00	$264.00	$2
	UT7	Ground Studs	&9C1/5W4	$88.00	$0.00	$88.00	$77.44	$
	UTQ	Alarm, Horn---Disable Content Theft Deterrent Alarm		$10.00	$0.00	$10.00	$8.80	$
	WX7	Auxiliary speaker wiring		$60.00	$0.00	$60.00	$52.80	$
Tires:								
	RC3	All-Terrain Tire	Fleet	$200.00	$0.00	$200.00	$176.00	$1
Wheels:								
	PZX	18" Polished Aluminum Wheels	&1FL-9C1	$400.00	$0.00	$400.00	$352.00	$3
	PZX	18" Polished Aluminum Wheels	&5W4	$600.00	$0.00	$600.00	$528.00	$5
	RD2	20" Chrome Wheels	w/ 1LZ	$400.00	$0.00	$400.00	$352.00	$3
	RD4	20" Polished Aluminum Wheels	w/ 1LT	$1,400.00	$0.00	$1,400.00	$1,232.00	$1,1
	RD6	17" Painted Steel Wheels	&1LS &FLT/GAM	($600.00)	$0.00	($600.00)	($528.00)	($51
	SGF	22" Polished Aluminum Wheels w/ Chrome Inserts	w/ 1LZ	$895.00	$0.00	$895.00	$787.60	$7

**REFER TO DEALER ORDER GUIDE/DATA BOOK FOR MODEL AND OPTION AVAILABILITY AND APPLICATION*

(a) Dealer invoice includes Holdback amount retained for dealer's account in accordance with applicable vehicle terms of sale bulletin.

(b) D/H Charges on vehicle and optional equipment include reimbursement to ordering division for any tax that it has paid, incurred or agreed to pay thereon.

(c) Manufacturer's Suggested Retail Prices, Employee Prices do not include applicable destination charges (DFC), state and local taxes, and license and registration fees.

GM PRICING AND DISCOUNTS ARE SUBJECT TO CHANGE AT THE DISCRETION OF GENERAL MOTORS

Published July 01, 2014

ANY UNAUTHORIZED ACCESS IS PROHIBITED AND SUBJECT TO PROSECUTION!
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L01	Chrysler Jeep Doddge City of McKinney		Under 15,000 miles	$475.00
L01	Freedom Chrysler Dodge Jeep Ram		Under 15,000 miles	$475.00
L01	Grapevine Dodge Chrysler Jeep Ram		Under 15,000 miles (Cost Plus)	$1,000.00
L01	Houston Freightliner		Under 15,000 miles	$175.00
L01	Silsbee Ford		Under 15,000 miles	$175.00
L01	Silsbee Toyota		Under 15,000 miles	$175.00
L02	Caldwell Country Chevrolet	Impala - 1WF19	Between 15,000 miles and 25,000 miles	$16,600.00
L02	Chastang Ford		Between 15,000 miles and 25,000 miles NADA PRICE	-$1,000.00
L02	Chrysler Jeep Doddge City of McKinney		Between 15,000 miles and 25,000 miles	$600.00
L02	Freedom Chrysler Dodge Jeep Ram		Between 15,000 miles and 25,000 miles	$600.00
L02	Grapevine Dodge Chrysler Jeep Ram		Between 15,000 miles and 25,000 miles (Cost Plus)	$1,000.00
L02	Houston Freightliner		Between 15,000 miles and 25,000 miles	$175.00
L02	Silsbee Ford		Between 15,000 miles and 25,000 miles	$175.00
L02	Silsbee Toyota		Between 15,000 miles and 25,000 miles	$175.00

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M. FLOOR PLAN INTEREST

Product Code	Contractor	Model	Floor Plan Interest (percentage per day, i.e. .05%)	Cost
M01	Caldwell Country Chevrolet		Floor Plan Interest (percentage per day, i.e. .05%)	0.07%
M01	Chastang Ford		Floor Plan Interest (percentage per day, i.e. .05%)	0.5000%
M01	Chrysler Jeep Doddge City of McKinney		Floor Plan Interest (percentage per day, i.e. .05%)	$0.04
M01	Freedom Chrysler Dodge Jeep Ram		Floor Plan Interest (percentage per day, i.e. .05%)	$0.04
M01	Grapevine Dodge Chrysler Jeep Ram		Floor Plan Interest (percentage per day, i.e. .05%)	0.02%
M01	Holiday Chevrolet		Floor Plan Interest (percentage per day, i.e. .05%)	0.025% per day
M01	Houston Freightliner		Floor Plan Interest (percentage per day, i.e. .05%)	0.05%
M01	Silsbee Ford		Floor Plan Interest (percentage per day, i.e. .05%)	0.05%

M01	Silsbee Toyota	Floor Plan Interest (percentage per day, i.e. .05%)	0.05%

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M. OPEN LOT INSURANCE

Product Code	Contractor	Model	Open Lot Insurance (percentage per day, i.e. .05%)	Cost
M02	Caldwell Country Chevrolet		Open Lot Insurance (percentage per day, i.e. .05%)	0.03%
M02	Chastang Ford		Open Lot Insurance (percentage per day, i.e. .05%)	0.3500%
M02	Chrysler Jeep Doddge City of McKinney		Open Lot Insurance (percentage per day, i.e. .05%)	$0.05
M02	Freedom Chrysler Dodge Jeep Ram		Open Lot Insurance (percentage per day, i.e. .05%)	$0.05
M02	Grapevine Dodge Chrysler Jeep Ram		Open Lot Insurance (percentage per day, i.e. .05%)	0.01%
M02	Holiday Chevrolet		Open Lot Insurance (percentage per day, i.e. .05%)	0.005% per day
M02	Houston Freightliner		Open Lot Insurance (percentage per day, i.e. .05%)	0.02%
M02	Silsbee Ford		Open Lot Insurance (percentage per day, i.e. .05%)	0.02%
M02	Silsbee Toyota		Open Lot Insurance (percentage per day, i.e. .05%)	0.02%

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APPROVED

AI-49121 **Purchasing Department** **24. E. 2.**

CC - REGULAR

Meeting Date: 03/31/2015

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3
Requesting approval to purchase the following vehicles through the County's membership/pariticpation with Houston Galveston Area Council (H-GAC) awarded vendor, Caldwell Country Chevrolet (Contract #VE11-13) in the total amount of **$125,713.00** which includes delivery and a one time administration fee subject to the GM Availability Notice specific to Tahoes attached herein that may impact both year model and price.

Qty	Description	Amount
1	2015 Chevrolet Tahoe (317)	$31,352.00
1	2015 Chevrolet Tahoe (323)	$31,577.00
2	2015 Chevrolet Tahoe (312-313)	$62,184.00
	One time HGAC Administration Fee	$ 600.00
	TOTAL AMOUNT	**$125,713.00**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1304-421-00-293-017-0-752

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

BUDGETARY IMPACT:

Funds available as of 3-27-15

Attachments

1-Tahoe 317
1 Tahoe 323
2-Tahoe 312-313
Notice of Availability GM

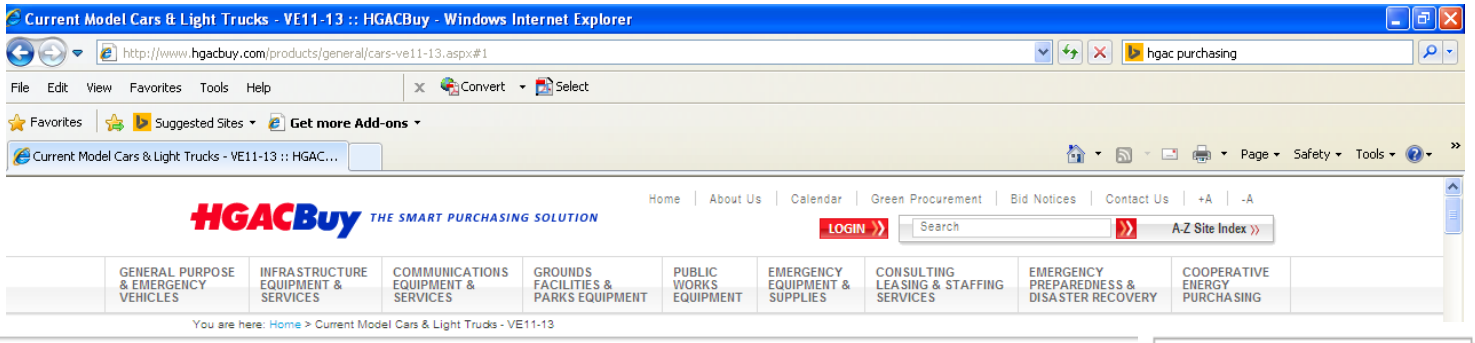
Form Review

Inbox **Reviewed By** **Date**

Purchasing Department	Marty Salazar	03/27/2015 04:25 PM
Budget & Management	Veronica Ortiz	03/27/2015 04:32 PM
Ivan Cantu	Ivan Cantu	03/27/2015 05:23 PM
Auditor's Office	Monica Badillo	03/27/2015 06:45 PM
Form Started By: Oscar Garza		Started On: 03/27/2015 02:21 PM
Final Approval Date: 03/27/2015		

CONSTABLE PCT. #3

(1) 2015 CHEVROLET TAHOE- (UNIT-317)



Section Contents
School Buses - BS08-13
Ambulances, EMS and Other Special Service Vehicles - AM10-14
Current Model Cars & Light Trucks - VE11-13
Fire Service Apparatus - FS12-13
Buses - Transit & Shuttle, and Trams
Medium & Heavy Trucks & Truck Bodies

CURRENT MODEL CARS & LIGHT TRUCKS - VE11-13

Contract No.: VE11-13

Effective Date: December 1, 2013 thru November 30, 2015

The table below shows base bid items only. Other configurations, options and accessories are available thru our contract. Please consult the appropriate contractor for a specific, written H-GAC contract price quote.

NOTE: The HGACBuy Order Processing Charge for motor vehicles is a flat $600 per purchase order. The Charge is levied on the End User and collected by the contractor.

- A. Chevrolet
- B. CHRYSLER
- C. DODGE
- D. FORD
- E. FREIGHTLINER (SPRINTER)
- F. GMC
- G. HONDA
- H. JEEP
- J. RAM
- K. TOYOTA
- L. PROGRAM VEHICLES
- M. FLOOR PLAN INTEREST
- M. OPEN LOT INSURANCE

REVIEWED
By Oscar Garza at 10:34 am, Apr 23, 2015

FINAL

APPROVED
By Rudy Salinas at 11:48 am, Apr 23, 2015

H-GAC CONTACTS

- **Loleta Chappel**
  (P): 713-993-2486
  (F): 713-993-4548
  loleta.chappel@h-gac.com

VENDOR CONTACTS

- **Caldwell Country Chevrolet**
  Adrienne Gattis
  (P): 979-567-6115
  (F): 979-567-0853
  Click here for Email

A. Chevrolet

Contractor: Caldwell Country Chevrolet

Product Code	Vehicle Category	MFG'S Body Code	Model & Description	Base Price
A15	SUV	CC10706	Chevrolet Tahoe LS, 4-door, Rear wheel drive, 2wd, 5.3L V8, 6-speed auto trans, Complete with all manufacturer's standard equipment	$28,896.00

UNIT 317

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE11-13	Date Prepared:	4/22/2015

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 3 CONSTABLE	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	LARRY GALLARDO	Prepared By:	AVERYT KNAPP
Phone:	956-581-6800 (FAQUEL RAMOS)	Phone:	979-567-6116
Fax:	956-519-4245	Fax:	979-567-0853
Email:	LARRY.GALLARDO@CO.HIDLAGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A15	Description:	2015 CHEVROLET TAHOE CC10706

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 28,896.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FRONT BUCKETS A95	225		
REMOTE START BTV	171		
COLOR KEYED CARPET FLOOR W/MATS B30	171		
DRIVER ALERT PACKAGE PCW	535		
REAR VISION CAMERA, TRAILER HITCH	INCL		
FLOOR PLAN INTEREST PER DAY .07 (11/28/14)	830		
OPEN LOT INSURANCE PER DAY .03 (11/28/14)	358	Subtotal From Additional Sheet(s):	
TOW HOOKS V76	45	**Subtotal B:**	2335

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY (345 MILES @ $2.85)	983.25	1FL-PPV	INCL
EXTERIOR COLOR CHAMPAGNE SILVER GWT	INCL		
		Subtotal D:	983.25

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 32214.25

Quantity Ordered:	1	X Subtotal of A + B + C + D:	32214.25	= Subtotal E:	32214.25

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
VIN#FR626212			
			Subtotal G: 0

Delivery Date:	IN STOCK	H. Total Purchase Price (E+F+G):	32814.25

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 003984249

ENTITY	Caldwell Automotive Partners, LLC	Status:Active
DUNS: 003984249	+4:	CAGE Code: 6X8E1 DoDAAC:
Expiration Date: May 5, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 800 State Highway 21 E City: Caldwell ZIP Code: 77836-4512	State/Province: TEXAS Country: UNITED STATES	

REVIEWED
By Oscar Garza at 10:23 am, Mar 12, 2015

RECEIVED
By Oscar Garza at 4:21 pm, Mar 11, 2015

H-GAC 'FORM - E1' - MANUFACTURER OPTION PRICING	
Offeror Name:	**CALDWELL COUNTRY CHEVROLET**
Invitation No.:	**VE11-13, Current Model Car and Light Trucks**
Notes:	1) Each bidder must supply its manufacturer entire catalog of OEM products with MSRP pricing. **The catalog must be the most current document in effect at the time of bid submittal date – specifically corresponding with 2013 – 2014 model year.** Provide a descriptive name of the catalog and the dates the catalog will be effective. Price increases will not be allowed for the entire model year that the catalog is in effect.
	2) Indicate below the discount percentage off the stated MSRP pricing will be for the entire catalog.
	3) The complete OEM catalog can be submitted as a "hard copy" if you so choose. However, in any case, an electronic version of the complete catalog must also be submitted with the bid.
	4) Show cost per mile for delivery of vehicles to our members (see Question #5). If your company uses a sliding mileage scale or uses a different method for arriving at this cost, explain in detail below.

[Please answer the 5 questions below]

Question No. 1.	**What is the complete name of the OEM catalog you are submitting with your bid?**
	Answer: GM PRICE SCHEDULES & GM AUTOBOOK
Question No. 2.	**What are the effective dates of this OEM catalog?**
	Answer: MODEL YEAR START OF PRODUCTION THROUGH END OF MODEL YEAR
Question No. 3.	**Does the OEM catalog show MSRP pricing?**
	Answer: YES
Question No. 4.	**What is the percentage of discount off the MSRP for the entire catalog?**
	Answer: Discount Percentage: __10____%
Question No. 5.	**Cost per mile for delivery or explain how your company arrives at a delivery cost for delivering vehicles.**
	Answer: Cost Per Mile $_2.85_____ to deliver vehicles.

2015 Chevrolet Tahoe

2015 MODEL YEAR VEHICLE PRICE SCHEDULE
EFFECTIVE February 03, 2014

Base Model Prices

Model	Model Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Dealer Price(c)	Emp Pric
CC15706	2WD Tahoe 1LS/1FL &R7J	$44,895.00	$0.00	$44,895.00	$41,752.35	$40,405.50	$40,2
CK15706	4WD Tahoe 1LS/1FL &R7J	$47,895.00	$0.00	$47,895.00	$44,542.35	$43,105.50	$42,9
CC15706	2WD Tahoe LT	$50,000.00	$0.00	$50,000.00	$46,500.00	$45,000.00	$44,8
CK15706	4WD Tahoe LT	$53,000.00	$0.00	$53,000.00	$49,290.00	$47,700.00	$47,5
CC15706	2WD Tahoe LTZ	$59,000.00	$0.00	$59,000.00	$54,870.00	$53,100.00	$52,8
CK15706	4WD Tahoe LTZ	$62,000.00	$0.00	$62,000.00	$57,660.00	$55,800.00	$55,5

Option Packages

Option Code	Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Deal Price
1FL	Fleet / Commercial Package w/o 9C1/5W4	($1,180.00)	$0.00	($1,180.00)	($1,038.40)	($1,00
	Fleet / Police Vehicle 4WD w/9C1	($4,635.00)	$0.00	($4,635.00)	($4,078.80)	($3,93
	Fleet / Police Vehicle 2WD w/9C1	($4,735.00)	$0.00	($4,735.00)	($4,166.80)	($4,02
	Fleet / Special Service Vehicle 4WD w/5W4	($5,335.00)	$0.00	($5,335.00)	($4,694.80)	($4,53
NHT	Max Trailering Package w/ NQH on 4WD	$650.00	$0.00	$650.00	$572.00	$5
	Max Trailering Package w/1LZ 4WD	$500.00	$0.00	$500.00	$440.00	$4
	Max Trailering Package on 2WD	$450.00	$0.00	$450.00	$396.00	$3
	Max Trailering Package w/ 5W4	$450.00	$0.00	$450.00	$396.00	$3
	Max Trailering Package w/ 1LZ 2WD	$300.00	$0.00	$300.00	$264.00	$2
PCJ	Sun, Entertainment & Destinations Package	$3,255.00	$0.00	$3,255.00	$2,864.40	$2,7
	Sun, Entertainment & Destinations Package Discount	($500.00)	$0.00	($500.00)	($440.00)	($42
PCK	Luxury Package	$2,705.00	$0.00	$2,705.00	$2,380.40	$2,2
PCW	Driver Alert Package	$595.00	$0.00	$595.00	$523.60	$5
UTT	Theft-Deterrent Package	$395.00	$0.00	$395.00	$347.60	$3

Additional Options

Option Code	Description		List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)	Deal Price
Additional Options:							
1LR	City Brake Package	&9C1	$0.00	$0.00	$0.00	$0.00	
B30	Carpeting, Color Keyed	Fleet	$190.00	$0.00	$190.00	$167.20	$1
CF5	Power Sliding Sunroof		$995.00	$0.00	$995.00	$875.60	$8
K05	Engine Block Heater		$75.00	$0.00	$75.00	$66.00	$
K4B	Auxiliary Battery	Fleet	$190.00	$0.00	$190.00	$167.20	$1
NZZ	Skid Plate Package	Fleet	$150.00	$0.00	$150.00	$132.00	$1
V76	Recovery Hooks	Fleet	$50.00	$0.00	$50.00	$44.00	$
Axles:							
G80	Locking Rear Differential		$295.00	$0.00	$295.00	$259.60	$2
Dealer Installed							
RWI	Chrome Body Side Molding Package		$295.00	$0.00	$295.00	$259.60	$2
RWK	Painted Body Side Molding Package		$275.00	$0.00	$275.00	$242.00	$2
RX1	22" Painted Wheels with Inserts		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,5
RYK	Rear Seat Entertainment Head Constraint DVD System		$1,590.00	$0.00	$1,590.00	$1,399.20	$1,3
S0M	Front Illuminated Door Sill Plates		$420.00	$0.00	$420.00	$369.60	$3
S0P	Front Floor Console Organizer		$60.00	$0.00	$60.00	$52.80	$
S1V	Dual Headphones		$110.00	$0.00	$110.00	$96.80	$

S6N	Hitch Receiver Cover		$35.00	$0.00	$35.00	$30.80	$2
SDA	Black Tow Hooks		$120.00	$0.00	$120.00	$105.60	$1(
SEV	22" Painted Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,5
SEW	22" Painted Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,5
SF0	22" Painted Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,5
SF1	22" Painted Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,5
SFE	Wheel Lock Kit		$55.00	$0.00	$55.00	$48.40	$
VAV	Front, Rear & Third Row Premium All Weather Mats		$225.00	$0.00	$225.00	$198.00	$1
VKW	Front Console Organizer		$45.00	$0.00	$45.00	$39.60	$
VLI	Cargo Area Premium All Weather Mat		$85.00	$0.00	$85.00	$74.80	$
VQQ	Roof Rack Cross Rail Package		$210.00	$0.00	$210.00	$184.80	$1
VQY	Chrome Tow Hooks		$200.00	$0.00	$200.00	$176.00	$1
VQZ	Chrome Exhaust Tips		$135.00	$0.00	$135.00	$118.80	$1
VRS	Cargo Security Shade		$195.00	$0.00	$195.00	$171.60	$1
W2D	Cargo Net		$60.00	$0.00	$60.00	$52.80	$
Interior Trim							
H4X	Cocoa Mahogany Leather	&1LZ	$295.00	$0.00	$295.00	$259.60	$2
Paint:							
G7U	Sable Metallic		$495.00	$0.00	$495.00	$435.60	$4
GBE	Crystal Red Tintcoat		$495.00	$0.00	$495.00	$435.60	$4
GBN	White Diamond Tricoat		$995.00	$0.00	$995.00	$875.60	$8
Radio Equipment:							
IO6	MyLink with Navigation		$495.00	$0.00	$495.00	$435.60	$4
U42	Rear Seat Entertainment System w/ Blu Ray		$1,595.00	$0.00	$1,595.00	$1,403.60	$1,3
Safety / Convenience:							
AKP	Non-Deep Tinted Glass	Fleet	($295.00)	$0.00	($295.00)	($259.60)	($25
AMF	Remote Keyless Entry - 6 Additional Remotes	Fleet	$75.00	$0.00	$75.00	$66.00	$6
BRS	Power Retractable Assist Steps w/ Perimeter Lighting		$1,745.00	$0.00	$1,745.00	$1,535.60	$1,4
BTV	Remote Vehicle Start	Fleet	$190.00	$0.00	$190.00	$167.20	$1
JF4	Power Adjustable Pedals	Fleet	$150.00	$0.00	$150.00	$132.00	$1
UE0	OnStar Delete	Fleet	($85.00)	$0.00	($85.00)	($74.80)	($7
V54	Luggage Rack Side Rails	Fleet	$150.00	$0.00	$150.00	$132.00	$1
Y66	Adaptive Cruise Control		$1,695.00	$0.00	$1,695.00	$1,491.60	$1,4
Seating Arrangements:							
A95	Seats, Front Bucket, Cloth	Fleet Only	$250.00	$0.00	$250.00	$220.00	$2
ATD	Third Row Seat Delete	Fleet Only	($400.00)	$0.00	($400.00)	($352.00)	($34
ATN	Second Row Bucket Seats, power	w/ PCK	$590.00	$0.00	$590.00	$519.20	$5(
ATV	Second Row Bucket Seats, manual		$590.00	$0.00	$590.00	$519.20	$5(
AZ3	Bench Seat	Retail Only	($250.00)	$0.00	($250.00)	($220.00)	($21
SEO Options:							
4JQ	All Terrain Spare Tire	Fleet	$35.00	$0.00	$35.00	$30.80	$2
5HP	6 Additional Keys	&9C1/5W4/1FL	$40.00	$0.00	$40.00	$35.20	$3
5T4	Exterior Body Colored Parts - Victory Red	requires TGK	$200.00	$0.00	$200.00	$176.00	$1
5T5	Vinyl Rear Seats w/ Cloth Front Seats	&1FL	$0.00	$0.00	$0.00	$0.00	$
6C7	Auxiliary Red and White Dome Light	&9C1/5W4	$170.00	$0.00	$170.00	$149.60	$1
6E2	Single Key	&9C1/5W4	$25.00	$0.00	$25.00	$22.00	$2
6E8	Single Key		$25.00	$0.00	$25.00	$22.00	$2
6J3	Grille lamps and siren speaker wiring	&9C1/5W4	$92.00	$0.00	$92.00	$80.96	$7
6J4	Horn Wiring	&9C1/5W4	$41.00	$0.00	$41.00	$36.08	$3
6J7	Flasher System	&9C1/5W4	$495.00	$0.00	$495.00	$435.60	$4
6N5	Rear window inoperative		$57.00	$0.00	$57.00	$50.16	$4
6N6	Rear doors inoperative	&9C1/5W4	$59.00	$0.00	$59.00	$51.92	$5
7X6	Spotlamp - left-hand	&9C1/5W4	$490.00	$0.00	$490.00	$431.20	$4
7X7	Spotlamps - right and left-hand	&9C1/5W4	$820.00	$0.00	$820.00	$721.60	$6
9G8	Headlamps, Daytime Running/Automatic Headlamp Control Delete	&9C1/5W4	$10.00	$0.00	$10.00	$8.80	$

	9U3	Cloth Bucket Seats	&1FL	$0.00	$0.00	$0.00	$0.00	$
	9V2	Solid Paint - Blue	requires TGK	$175.00	$0.00	$175.00	$154.00	$1
	9V7	Exterior Body Colored Parts - Dark Blue Metallic	requires TGK	$175.00	$0.00	$175.00	$154.00	$1
	TGK	Special Paint	&9V5/9W3	$0.00	$0.00	$0.00	$0.00	$
	TGK	Special Paint	w/o9V5/9W3	$300.00	$0.00	$300.00	$264.00	$2
	UT7	Ground Studs	&9C1/5W4	$88.00	$0.00	$88.00	$77.44	$
	UTQ	Alarm, Horn---Disable Content Theft Deterrent Alarm		$10.00	$0.00	$10.00	$8.80	$
	WX7	Auxiliary speaker wiring		$60.00	$0.00	$60.00	$52.80	$
Tires:								
	RC3	All-Terrain Tire	Fleet	$200.00	$0.00	$200.00	$176.00	$1
Wheels:								
	PZX	18" Polished Aluminum Wheels	&1FL-9C1	$400.00	$0.00	$400.00	$352.00	$3
	PZX	18" Polished Aluminum Wheels	&5W4	$600.00	$0.00	$600.00	$528.00	$5
	RD2	20" Chrome Wheels	w/ 1LZ	$400.00	$0.00	$400.00	$352.00	$3
	RD4	20" Polished Aluminum Wheels	w/ 1LT	$1,400.00	$0.00	$1,400.00	$1,232.00	$1,1
	RD6	17" Painted Steel Wheels	&1LS &FLT/GAM	($600.00)	$0.00	($600.00)	($528.00)	($51
	SGF	22" Polished Aluminum Wheels w/ Chrome Inserts	w/ 1LZ	$895.00	$0.00	$895.00	$787.60	$7

**REFER TO DEALER ORDER GUIDE/DATA BOOK FOR MODEL AND OPTION AVAILABILITY AND APPLICATION*

(a) Dealer invoice includes Holdback amount retained for dealer's account in accordance with applicable vehicle terms of sale bulletin.

(b) D/H Charges on vehicle and optional equipment include reimbursement to ordering division for any tax that it has paid, incurred or agreed to pay thereon.

(c) Manufacturer's Suggested Retail Prices, Employee Prices do not include applicable destination charges (DFC), state and local taxes, and license and registration fees.

GM PRICING AND DISCOUNTS ARE SUBJECT TO CHANGE AT THE DISCRETION OF GENERAL MOTORS

Published July 01, 2014

ANY UNAUTHORIZED ACCESS IS PROHIBITED AND SUBJECT TO PROSECUTION!
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L01	Chrysler Jeep Doddge City of McKinney		Under 15,000 miles	$475.00
L01	Freedom Chrysler Dodge Jeep Ram		Under 15,000 miles	$475.00
L01	Grapevine Dodge Chrysler Jeep Ram		Under 15,000 miles (Cost Plus)	$1,000.00
L01	Houston Freightliner		Under 15,000 miles	$175.00
L01	Silsbee Ford		Under 15,000 miles	$175.00
L01	Silsbee Toyota		Under 15,000 miles	$175.00
L02	Caldwell Country Chevrolet	Impala - 1WF19	Between 15,000 miles and 25,000 miles	$16,600.00
L02	Chastang Ford		Between 15,000 miles and 25,000 miles NADA PRICE	-$1,000.00
L02	Chrysler Jeep Doddge City of McKinney		Between 15,000 miles and 25,000 miles	$600.00
L02	Freedom Chrysler Dodge Jeep Ram		Between 15,000 miles and 25,000 miles	$600.00
L02	Grapevine Dodge Chrysler Jeep Ram		Between 15,000 miles and 25,000 miles (Cost Plus)	$1,000.00
L02	Houston Freightliner		Between 15,000 miles and 25,000 miles	$175.00
L02	Silsbee Ford		Between 15,000 miles and 25,000 miles	$175.00
L02	Silsbee Toyota		Between 15,000 miles and 25,000 miles	$175.00

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M. FLOOR PLAN INTEREST

Product Code	Contractor	Model	Floor Plan Interest (percentage per day, i.e. .05%)	Cost
M01	Caldwell Country Chevrolet		Floor Plan Interest (percentage per day, i.e. .05%)	0.07%
M01	Chastang Ford		Floor Plan Interest (percentage per day, i.e. .05%)	0.5000%
M01	Chrysler Jeep Doddge City of McKinney		Floor Plan Interest (percentage per day, i.e. .05%)	$0.04
M01	Freedom Chrysler Dodge Jeep Ram		Floor Plan Interest (percentage per day, i.e. .05%)	$0.04
M01	Grapevine Dodge Chrysler Jeep Ram		Floor Plan Interest (percentage per day, i.e. .05%)	0.02%
M01	Holiday Chevrolet		Floor Plan Interest (percentage per day, i.e. .05%)	0.025% per day
M01	Houston Freightliner		Floor Plan Interest (percentage per day, i.e. .05%)	0.05%
M01	Silsbee Ford		Floor Plan Interest (percentage per day, i.e. .05%)	0.05%

M01	Silsbee Toyota	Floor Plan Interest (percentage per day, i.e. .05%)	0.05%

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M. OPEN LOT INSURANCE

Product Code	Contractor	Model	Open Lot Insurance (percentage per day, i.e. .05%)	Cost
M02	Caldwell Country Chevrolet		Open Lot Insurance (percentage per day, i.e. .05%)	0.03%
M02	Chastang Ford		Open Lot Insurance (percentage per day, i.e. .05%)	0.3500%
M02	Chrysler Jeep Doddge City of McKinney		Open Lot Insurance (percentage per day, i.e. .05%)	$0.05
M02	Freedom Chrysler Dodge Jeep Ram		Open Lot Insurance (percentage per day, i.e. .05%)	$0.05
M02	Grapevine Dodge Chrysler Jeep Ram		Open Lot Insurance (percentage per day, i.e. .05%)	0.01%
M02	Holiday Chevrolet		Open Lot Insurance (percentage per day, i.e. .05%)	0.005% per day
M02	Houston Freightliner		Open Lot Insurance (percentage per day, i.e. .05%)	0.02%
M02	Silsbee Ford		Open Lot Insurance (percentage per day, i.e. .05%)	0.02%
M02	Silsbee Toyota		Open Lot Insurance (percentage per day, i.e. .05%)	0.02%

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AI-49338 **Purchasing Department** **23. D. 1.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation by Ms. Norma Longoria, Director, HC-WIC Program for HCCC not to excercise it's option to renew/extend the current lease agreement [for the additional one year] but to take action on the sixty (60) day grace period extension [as permitted under the current lease agreement #C-12-054-06-26 and same rates, terms, and conditions] commencing July 12, 2015 - expiring, September 09, 2015 for the "Lease of Office Space - City of Alton" - HC/WIC [as specifications and requirements will be modified to accommodate needs by program] so as to have no lapse in services while procurement(upon completion of the procurement process which ever comes first and/or is most advantageous to Hidalgo County).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1292-441-00-350-001-5-441

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

BUDGETARY IMPACT:

PO# 715566 available balance as of 4-22-15 $24,000
Account available balance $6,598.60

Attachments

Agenda Backup Information

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/21/2015 05:19 PM
Budget & Management	Veronica Ortiz	04/22/2015 08:10 AM
Manuel Chapa	Manuel Chapa	04/23/2015 09:36 AM
Auditor's Office	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Heidi Ortiz		Started On: 04/15/2015 01:22 PM
Final Approval Date: 04/24/2015		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

April 15, 2015

BS Properties LLC
Attn: Jayesh S. Bhakta
5807 N. 3rd Lane
McAllen, Texas 78504
(956) 451-4286
(956) 631-8725 Fax

Via: Email: Johnny@wristwatch.com

Re: Sixty-Day Extension for "Lease of Office Space – City of Alton"
C-12-054-06-26

Dear Mr. Bhakta:

Hidalgo County Purchasing Department will be requesting Commissioners Court to consider the County's option to exercise the sixty (60) day extension as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice by signing and returning it by no later than **10:00 a.m., Thursday, April 16, 2015**, via email to: heidi.ortiz@co.hidalgo.tx.us so as to meet the agenda request form deadlines. **Upon receipt of the signed extension,** we will proceed in securing placement on the agenda for Commissioners' Court meeting of **Tuesday, April 28, 2015** for discussion, consideration and action.

By: Johnny S. Bhakta Date: 4-15-2015

Additionally, we are requesting you provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and/or Statement of Qualifications.

It is our hope that we may continue a successful business relationship with your company. 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.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/hgo

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-12-054-06-26

THIS LEASE is made and entered into by and between **Miguel L. Barboza Jr.** ,a resident of Hidalgo County, Texas referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specification on the Request for Bid, and a copy of such as Request for Bid Procurement packet and Bid Page is (collectively the "RFB") attached hereto as Exhibit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for three (3) years commencing on **July 12, 2012** (as hereinafter defined) and ending on **July 11, 2015** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. If the Premises are sold to an unrelated third party (not

affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year and additional sixty (60) day under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to three-thousand three hundred and seventy five dollars ($3,375.00) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and

in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 3519 West Main Avenue, Mission, Texas 78574 or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused

by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air

condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintenance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and

water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or

destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessee may elect to terminate this lease on thirty (30) day notification to Lessor and if Lessee so elects Lessor shall not be required to rebuild or repair such damage otherwise Lessor shall proposed to repair or rebuild the leased premises to substantially the condition in which they existed prior to the damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. Notwithstanding anything to the contrary herein, within thirty (30) working days from the date of the

occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be

decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor

of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and

Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Miguel L. Barboza Jr.
3711 E. Main Avenue
Alton, Texas 78573

Lessee:
County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or

otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with

respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the ____ day of _____, 2012.

HIDALGO COUNTY

Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 6/26/12 RD

VENDOR'S NAME

Miguel L. Barboza Jr.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

ATTEST:

Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

LOT NINETEEN (19) LA HOMA GROVES SUBDIVISION UNIT 6, AN ADDITION TO THE CITY OF MISSION, HIDALGO COUNTY, TEXAS AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 31, PAGE 89, MAP RECORDS, HIDALGO COUNTY, TEXAS.

BAREL1

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 1/21/2015

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504	PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650 E-MAIL ADDRESS: shepard@shepins.com CODE: SUB CODE: AGENCY CUSTOMER ID #: BSPROPE-02
COMPANY Arch Insurance Company	
INSURED BS Properties, LLC 5807 N 3rd Lane McAllen, TX 78504	LOAN NUMBER: 50897 POLICY NUMBER: ANCO001760-00 EFFECTIVE DATE: 1/20/2015 EXPIRATION DATE: 1/20/2016 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 1, Bldg # 1, 3519 W Main, Stes A & B, Alton, TX 78572, LRO-occupied by WIC Clinic and a hair salon

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 1, Bldg # 1 Building, Special (Including theft)	433,000	$1,000

REMARKS (Including Special Conditions)

Special Conditions:
Location address is also known as 3519 W Mile 5 Rd., Mission, Texas 78572.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS		
Inter National Bank 1801 S 2nd Street McAllen, TX 78501	X MORTGAGEE ☐ LOSS PAYEE ☐ ADDITIONAL INSURED LOAN #: 50897 AUTHORIZED REPRESENTATIVE	

ACORD 27 (2009/12)

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BILL OF SALE AND ASSIGNMENT

THIS BILLOF SALE AND ASSIGNMENT ("Bill of Sale/Assignment") is made and entered into as of this 23rd day of January, 2013 ("Transfer Date"), by **Miguel L. Barbosa, Jr. aka Miguel L. Barboza, Jr. and wife, Rosario Barbosa aka Rosario Barboza** ("Assignor"), to **BS Properties, LLC, a Texas limited liability company** ("Assignee").

RECITALS

A. Pursuant to that certain Commercial Contract ("Contract") dated as of December 26, 2012, by and between Assignor and Assignee, Assignor is selling, leasing and/or assigning to Assignee all of Assignor's right, title, claim and interest in that certain one (1) parcel of real property (the "Real Property") and improvements thereon which Real Property is more particularly described as:

> All of Lot 19, LA HOMA GROVES SUBDIVISION UNIT NO. 6, an Addition to the City of Mission, Hidalgo County, Texas, according to the map recorded in Volume 31, Page 89, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

All capitalized terms not otherwise defined in this Bill of Sale/Assignment shall have the meaning ascribed thereto in the Contract.

B. Assignor further desires to convey and/or assign all of its right, title, claim and interest in and to the Personal Property (as defined herein), the Tenant Leases and the Security Deposits (as defined herein), together with certain rights and guarantees in connection therewith, to Assignee as of the Transfer Date.

NOW THEREFORE, in consideration of the mutual covenants contained in this Bill of Sale/Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **RECITALS.** The recitals set forth above are incorporated herein and made a part hereof and are true and correct.

2. **SALE OF PERSONAL PROPERTY.** Assignor hereby irrevocably and absolutely conveys, sells, transfers and delivers to Assignee, for itself and for its successors and assigns, all Tangible Personal Property and Intangible Personal Property owned by Assignor and used in connection with the Real Property. Assignor hereby warrants to Assignee, and its successors and assigns, that (a) Assignor is the sole and lawful owner of the Personal Property, (b) the Personal Property is free from all encumbrances and (c) Assignor has good right to sell the Personal Property.

3. **ASSIGNMENT.** As of the Transfer Date, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest in, to and under the Assigned Lease Interests, as defined in this paragraph. As used herein, the term Assigned Lease Interests shall include (a) the Tenant Leases with respect to the Real Property; (b) all security deposits under such Tenant Leases (the "Security Deposits") (c) all rights to any unpaid rents or other payments under such Tenant Leases; and (d) all guarantees and other assurances with respect to such Tenant Leases. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, representatives, parents, Subsidiaries, employees, attorneys, shareholders and past, present and future directors, and officers, together with the Assigned Lease Interests from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), which may be imposed upon, asserted against or incurred or paid by Assignee by reason of, arising out of or in any way related to the Assigned Lease Interests prior to the Transfer Date or which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date. Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the Assigned Lease Interests. None of the Assigned Lease Interests have been assigned to any individual or entity (other than Assignee).

4. **ACCEPTANCE OF ASSIGNMENT.** Assignee, as of the Transfer Date, hereby accepts the foregoing assignment and assumes all of the Assignor's obligations under the Assigned Lease Interests which arise or relate to the period after the Transfer Date, provided, however, Assignee only assumes the obligations with respect to the Security Deposits to the extent Assignee has received such Security Deposits from Assignor. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents. employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Assigned Lease Interests on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

5. **JURISDICTION AND VENUE.** The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Bill of Sale/Assignment occurred or shall occur in Hidalgo County, Texas. Any civil action or legal proceeding arising out of or relating to this Bill of Sale/Assignment shall be brought in the courts of record of the State of Texas in Hidalgo County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Bill of Sale/Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

6. **ATTORNEYS FEES AND COSTS.** In the event of any litigation or arbitration arising out of this Bill of Sale/Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and

costs at both trial and appellate levels.

7. **BINDING EFFECT.** This Bill of Sale/Assignment will be binding upon, and will inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

8. **GOVERNING LAW.** This Bill of Sale/Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Texas without regard to principles of conflicts of laws.

9. **COUNTERPARTS.** This Bill of Sale/Assignment maybe executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10. **CONTRACT.** Nothing contained in this Bill of Sale/Assignment will be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Contract.

THIS BILL OF SALE/ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

Assignor:

Witness:

By: _____

By: Miguel L Barbosa Jr
Miguel L. Barbosa, Jr.

By: Rosario Barbosa
Rosario Barbosa

Assignee:

Witness:

By: _____

BS Properties, LLC,
a Texas limited liability company

By: _____
Its: _____

KITTLEMAN, THOMAS & GONZALES, PLLC
ATTORNEYS AT LAW

Scott A. Walsh

January 23, 2013

Miguel L. Barbosa, Jr. and wife,
Rosario Barbosa
BS Properties, LLC, a Texas limited liability company
c/o Valley Land Title Co.

Re: Bill of Sale / Assignment
Our File No. 2225-4 GF 132362

Dear Sir/Madam:

This firm has prepared the documents for the above transaction. In preparing such documents, we have represented solely the interests of the title company, Valley Land Title Co. Attorney's fees set forth on your closing statement are incurred by the Title Company but paid by you. Since in preparing these documents we have not represented your interest, you are free to engage an attorney of your choice to review the documents for you and otherwise represent you in connection with the closing of this transaction.

Very truly yours,
KITTLEMAN, THOMAS,
& GONZALES, P.L.L.C.

Scott A. Walsh

ACCEPTED AND AGREED TO:

By: _____
Miguel L. Barbosa, Jr.

By: _____
Rosario Barbosa

BS Properties, LLC,
a Texas limited liability company

By: _____
Its: _____

P.O. Box 1416 / McAllen, Texas 78505
4900-B North 10th Street / McAllen, Texas 78504 / (956)686-8797 / Fax (956)630-5199

AI-49289 **Purchasing Department** **23. E. 1.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of sole bid received from Linebarger-Goggan-Blair & Sampson [as detailed in the tabulation sheet contained herein meeting all specifications and/or requirements] for the purpose of award and approval of contract for: Request for Bids titled: Hidalgo County -"Lease of Office Space to Interested Parties of HC Owned Bldg in the Edcouch Elsa Area" through project No.: 2015-105-04-01-SGS.

B. Pursuant to Item #4 of the Specifications: recommending that HCCC waiver the pro-rated payment of utilities, security /fire system & monitoring systems and refuse dumpsters , portion of the lease [as square footage is minimal to attempt proration of same].

BACKGROUND

1. Project was advertised;
2. One packet requested;
3. Contract will commence upon approval of Commissioner's Court;
4. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact - Revenue.

Attachments

Specifications regarding waiver

Rental Rates

Recommendation, tab , participation log & clarification

revision

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/23/2015 02:02 PM
Budget & Management	Veronica Ortiz	04/23/2015 02:05 PM
Manuel Chapa	Manuel Chapa	04/23/2015 04:53 PM
Auditor's Office	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Sandy Suarez		Started On: 04/10/2015 08:14 AM
Final Approval Date: 04/24/2015		

lessee or persons utilizing the leased premises. In addition, Lessee shall be required to provide liability insurance that names County as a co-insured in at least the amount specified as the limits of the County's liability as set forth in the Texas Tort Claims Act, §101.001, et seq., Civ. Proc. & Rem. Code Ann., as amended. Lessee shall also execute a written lease containing conditions and covenants propose by County upon Lessee in additon to those specified herein.

4. Lessee shall be responsible for, but not limited to, the following:
   a) Own electric meter and pro-rated amount of water usage
   b) Pro-rated security system, fire system and monitoring of these systems
   c) Refuse dumpsters.

   Unless otherwise determined amended/waived and ordered by Hidalgo County Commissioner's Court when awarding the bid

5. Rent to be paid to Hidalgo County and will be an Annual Flat rate and shall be paid on a Monthly basis at $1/12^{th}$ of the Annual Rent. Rent will be due in advance on the first (1^{st}) of every month.

6. **Monthly payments will be sent to: Norma G. Garcia, Hidalgo County Treasurer, 2810 S. Bus. Hwy 281, Edinburg, TX. 78539**

7. The rental amount shall remain firm during the period of the Contract.

8. Lessee aggrees to keep and maintain office space/premises in good working condition for the term of this Lease.

9. Lessee will be responsible for keeping office space/premises clean and free of litter and waste generated by its operation.

10. Lessee will be responsible for the cleaning and maintaining of office space/ premises and will provide the personnel, equipment, services and commodities necessary.

11. Lesses will be responsible for any installation of telecommunication access with notice to Hidalgo County of such installations.

12. Lessee will be responsible for securing office door with lock.

13. Lessee and their Employees shall observe all applicable County rules and regulations and exercise courtesy and consideration in their relations with the public.

14. During the term of lease Vendor must not sub-lease premises.

GENERAL TERMS AND CONDITIONS:

1. The lease shall be for an initial-term of three (3) years with an additional one (1) year extension term at County's sole option, under the same terms and conditions. Commencing upon occupancy of the premises with a goal of said date to be the first of the Month.

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

Zimbra **sandy.suarez@co.hidalgo.tx.us**

Fwd: Fair Market Rental Values in Elsa area

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, Mar 02, 2015 03:25 PM

1 attachment

Subject : Fwd: Fair Market Rental Values in Elsa area

To : Sandra Suarez <sandy.suarez@co.hidalgo.tx.us>

FYI and project file.

From: "Rodolfo Ramirez" <hprealtors@yahoo.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: hprealtors@yahoo.com
Sent: Monday, March 2, 2015 2:48:04 PM
Subject: RE: Fair Market Rental Values in Elsa area

Good afternoon Marty,

Attached is my BPO on the rental property in Elsa. Thank you.

Rudy Ramirez, Broker
HORIZON PROPERTIES

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 25, 2015 9:06 AM
To: hprealtors@yahoo.com
Cc: Valde Guerra; stan ramos; Darlene H. Betancourt
Subject: Fair Market Rental Values in Elsa area

Mr. Ramirez:
HC is in need of information regarding fair market rental values in the Elsa, Texas area. Would you be so kind as to provide HC with the per square foot price for office space rental in the Elsa, Texas area. It is needed to establish a minimum bid for space the County intends to rent out. We have attached legal and physical location for your information

HORIZON PROPERTIES

930 W. Ebony Dr., Edinburg, TX 78539

956-793-RUDY (7839)

County of Hidalgo, Texas

2802 S. Bus. Hwy. 281

Edinburg, TX 78539

C/O Mrs. Martha L. Salazar, Co. Purchasing Agent

RE: Broker's Opinion on rental space for: West Tract W250'-E660' Exc W220'-E660'-S315'-N416.7' FT 544 5.40 AC, Elsa, TX

Good afternoon Mrs. Salazar,

I have physically inspected the above referenced office space and have analyzed lease space in the city of Elsa, TX. Based on my research it is my professional opinion that the fair market rent for the above referenced property is:

One dollar ($1.00) per square foot.

I hope this satisfies your request. Please feel free to call with any questions regarding this fair market rent opinion. Thank you and have a great day.

Sincerely,

Rodolfo "Rudy" Ramirez

Texas Broker License No.394869

Zimbra **sandy.suarez@co.hidalgo.tx.us**

Fwd: Elsa Texas Rental Rates Comprables

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Fri, Feb 27, 2015 10:59 AM
1 attachment

Subject : Fwd: Elsa Texas Rental Rates Comprables

To : Sandra Suarez <sandy.suarez@co.hidalgo.tx.us>

Cc : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Print and keep in the project file. I still need one more from Horizon Properties.
Marty

From: RICHARDAGARZA@aol.com
To: "martha salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: richardagarza@aol.com
Sent: Friday, February 27, 2015 10:38:00 AM
Subject: Elsa Texas Rental Rates Comprables

Ms.Salazar,

Per your request please find enclosed a spreadsheet with rental rates in the City of Elsa, Texas.

Should you need anything else or require additional amplification please do not hesitate to contact me at your convenience.

Regards,

Address	Account	Sq Ft	Rate/year	NNN	Rate/mon
828 Cenizo Ct	565082	8400	$ 12.00	Yes	$ 1.00
119 Retama St.	565060	12780	$ 12.00	Yes	$ 1.00
301 S. Broadway St.	176613	5690	$ 13.80	Yes	$ 1.15
206 N. Broadway St.	169700	5000	$ 13.80	Yes	$ 1.15
400 E. Edinburg Ave	326095	7830	$ 12.00	Yes	$ 1.00
207 W. Edinburg Ave	538849	3475	$ 15.00	Yes	$ 1.25

Median = 1.08
Mode = 1.00
Mean = 1.09

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: Valde Guerra
Hidalgo County Departments

ATTN: Stan Ramos via email: stan.ramos@ co.hidalgo.tx.us

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: **April 02, 2015**

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. **2015-105-04-02-SGS** -for **HIDALGO COUNTY- "Lease of Office Space to Interested Parties of HC Owned Bldg in the Edcouch Elsa Area"**

We have received one **(1) response** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

Please indicate your recommendation/concurrence or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter. Please return by April 09, 2015 by 3:00 p.m.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Linebarger, G, B+S, LLC	Sole response
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: **N/A - REVENUE**

	Valde Guerra	Executive Office	4/10/15
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

TABULATION SHEET
HIDALGO COUNTY
LEASE OF OFFICE SPACE TO INTERESTED PARTIES-HC OWNED BLDG EDCOUCH-ELSA AREA
BID NO.: 2015-105-04-01-SGS

DESCRIPTION	SOLE PARTICIPANT
	Linebarger Goggan Blair & Simpson, LLC
Amount per square foot	$ 4.17
Monthly amount	$ 700.56
Annual Lease amount	$ 8, 406.72

Zimbra **sandy.suarez@co.hidalgo.tx.us**

RE: RFB No.: 2015-105-04-01-SGS- Hidalgo County- "Lease of Office Space to Interested Parties of HC Owned Bldg in the Edcouch Elsa Area" Clarification Needed

From : Elvira Hernandez <Elvira.Hernandez@lgbs.com> Thu, Apr 02, 2015 11:09 AM

Subject : RE: RFB No.: 2015-105-04-01-SGS- Hidalgo County- "Lease of Office Space to Interested Parties of HC Owned Bldg in the Edcouch Elsa Area" Clarification Needed

To : 'Sandy.suarez@co.hidalgo.tx.us' <Sandy.suarez@co.hidalgo.tx.us>

Cc : Lucy Canales <Lucyc@lgbs.com>, Tito Salinas <TitoS@lgbs.com>

Good Morning Ms. Suarez,

In reply to your email to Mrs. Canales, please be advised that the amounts listed were rounded off based on the amount per square feet. The correct amounts with decimals are as follows:

Amount per square feet:	$4.17
Monthly amount:	$700.56
Annual Lease Amount:	$8,406.72

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

Thank you!

Elvira

Elvira Hernandez

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: APRIL 01, 2015 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION "Lease of Office Space to Interested Parties of HC Owned Bldg in the Edcouch Elsa Area"- RFB NO.: 2015-105-04-01-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
Linebarger, Goggan, Blair & Sampson, LLP Tito Salinas	TR	Sandy Suarez	03/26/15	205 S. Pin Oak Ave Edinburg, TX. 78539 M-956-383-4500 O-956-287-7932 C-605-2077 titos@lgbs.com
BID				
DEP Edco				
BID				
Edco				

IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAILOUT (BLM)
FACSIMILE (FAX)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-15-105-04-28

THIS LEASE AGREEMENT is made and entered into effective as of the **28th** day of **April, 2015**, by and between **LINEBARGER GOGGAN BLAIR & SAMPSON**, **LLP**, a **"firm"** referred to in this Lease as Lessee, and **THE COUNTY OF HIDALGO, TEXAS**, referred to in this Lease as Lessor.

WHEREAS, Lessee responded to advertised notices for bids for "Lease of Office Space to Interested Parties of HC Owned Bldg in the Edcouch Elsa Area**" (the "Notice of Bid");** and

WHEREAS, Lessee submitted a bid in response to the Notice of Bid in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Lessee's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, Lessor owns that certain real property described on Exhibit "A-1," (the "Building") attached hereto and incorporated herein for all purposes (the "Building"); and

WHEREAS, Lessee desires to lease from Lessor that certain portion of the Building more particularly described in Exhibit A-2 attached hereto and incorporated herein for all purposes in accordance with the terms and conditions of this Lease Agreement.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the premises more fully described as follows: that certain area depicted and delineated in attached Exhibit "A-2," said area comprising approximately 168 square feet and being located within the improvements known as the Hidalgo County Tax Office Sub-Station (the "Leased Premises"). Lessee may occupy Lease Premises on the terms and conditions herein Monday through Friday with hours to be from 7:00 A.M.-6:00 P.M., except for recognized County Holidays as may be adopted from time to time by the Hidalgo County Commissioner's Court in its Holiday Schedule. These premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM AND OPTION TO RENEW

Beginning of Term

1.1 The lease term will begin on the first day of the month of **May**, **2015.**.

1.2 Except as otherwise herein provided, the term of this Lease shall be for an initial term of three (3) years commencing on the date identified in accordance with Article 1.1 (the "Commencement Date") and ending three (3) years from the Commencement Date, unless sooner terminated as herein provided, or unless renewed and extended in accordance with section 2.1 hereof.

Renewal or Termination

1.3 Lessor shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Paragraph 1.2, unless sooner terminated or renewed and extended in accordance with Paragraph 2.1; and any holding by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

1.4 Lessor reserves the sole right to terminate the lease by providing the Lessee with a thirty (30) day written notice without cause.

Holdover

1.5 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a tenancy at sufferance, subject to all of the terms and conditions of this Lease. The inclusion of this section 1.5 shall not be construed as Lessor's consent for Lessee to hold over.

Lessor's Warranty of Quiet Enjoyment

1.6 Lessor hereby covenants that Lessee, upon paying rent and other charges as herein provided for, and performing all covenants and agreements herein contained on the part of Lessee, will and may peacefully and quietly have, hold, and enjoy the Leased Premises Monday through Friday during the hours of 7:00 A.M. to 6:00 P.M. except for recognized County holidays as set by the Hidalgo County Commissioners Court for the term of this Lease and subject to the terms and provisions hereof, except as to such portions of the Leased Premises, if any, as will be taken under the power of eminent domain or as may be sold in lieu thereof.

ARTICLE 2. RENT

Rent Amount

2.1 During the first thirty-six (36) calendar months of the term of this Lease, Lessee agrees to pay to Lessor as rent for the use and occupancy of the Leased Premises, the sum of **$700.56** each month, payable in advance on the **1st of the month** beginning, **May 1st of 2015** and each successive month thereafter until and inclusive of the thirty-six (36th) month. Notwithstanding anything to the contrary herein

Lessor may terminate this Lease without cause on thirty (30) days written notice to Lessee.

Payment of Rent

2.2 All rent due under this Article shall be paid by Lessee to Lessor at the following address: County of Hidalgo, Attention: Norma G. Garcia, County Treasurer, 2810 S. Business 281, Edinburg, Texas 78539, or at such other address as Lessor may hereafter designate in writing.

Taxes

2.3 To the extent the Leased Premises is assessed for ad valorem taxation purposes, Lessee is responsible for rendering and paying all real estate taxes on the Leased Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the Premises for office space in furtherance of Lessee’s purposes.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the Premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessor's and Lessee's Duties to Repair and Maintain

4.1 So long as Lessee is not in default under this Lease, Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and the structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make all other repairs of the Leased Premises including those repairs occasioned by Lessee's negligent use of the Leased Premises. Furthermore, Lessee shall be responsible for providing general janitorial service of the Leased Premises. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's Duty

4.2 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

a. Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

b. Plumbing facilities that conform to applicable law, maintained in good working order.

c. A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

d. Heating, ventilation and air conditioning facilities.

e. Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order, and for the replacement of light bulbs and lamps.

f. Floor, stairways, and railings maintained in good repair.

Lessee's Right to Vacate

4.3 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee. Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this section 4.3, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted in a reasonable time. Repair requests should be in writing and directed to the County Director of the Hidalgo County Buildings and Grounds Department, with a copy to Hidalgo County Purchasing Department.

Remodeling of Premises

4.4 Subject to section 6.1 hereof, Lessee may remodel the Premises at Lessee’s sole cost and expense. Any and all plans for any remodeling of the Premises must be submitted to Lessor in writing for prior approval. Plans should be directed to the Hidalgo County Purchasing Department.

Surrender

4.5 Lessee shall throughout the term of this Lease Agreement maintain the Leased Premises and keep them free from waste or nuisance, and shall deliver the Leased Premises in a clean and sanitary condition at the termination of this Lease Agreement in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the Leased Premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs thereof shall be payable by Lessee to lessor as additional rent on the next rent payment date. Upon the termination of this Lease Agreement, Lessee shall surrender all keys for the Leased Premises to Lessor at the place then fixed for the payment of rent.

ADA Compliance

4.6 Lessor shall be responsible for ensuring Leased Premises are in compliance with the American Disabilities Act and amendments thereto.

Lessee shall have the right, provided it does so with due diligence and dispatch, to contest by appropriate legal proceedings, without cost or expense to Lessor, the validity of any law, rule, order, ordinance, regulation or requirement of the nature referred to above. Lessee may postpone compliance with such law, rule, order, ordinance, regulation or requirement until the final determination of such proceedings so long as postponement of compliance will not subject Lessor to any criminal prosecution or criminal penalties or subject Leased Premises to any order or condemnation, or a mortgage or ground lease default or other similar. No provision hereof shall be construed so as to permit Lessee to postpone compliance with any such law, rule, order, ordinance, regulation or requirement.

ARTICLE 5. UTILITIES

Proration of Certain Utility Charges

5.1 Water, sewer and garbage fees, and the monitoring fees for the security and fire system will be prorated among the tenants of the Hidalgo County Tax Office Sub-station based on percentage square footage of the Leased Premises as such square footage bears to the sum of the total square footage contained in the Building.

Other Utility Charges

5.2 Lessee shall pay all other utility charges used in and about the Leased Premises during the term of this Lease. Lessee shall pay all such charges directly to the utility company or municipality furnishing the same, before the same shall become delinquent, together with any required deposits.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. TRADE FIXTURES AND SIGNS

Trade Fixtures

7.1 Lessee has the right at all times to erect or install shelves, temporary office partitions, bins, machinery, equipment, or other trade fixtures, in, on, or about the Leased Premises, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. Lessee has the right to remove all trade fixtures at the termination of this Lease, provided Lessee is not in default under the Lease and that the fixtures can be removed without structural damage to the building. Lessee must repair any damage to the Leased Premises caused by removal of trade fixtures, and all such repairs must be completed prior to the termination of the Lease. Any trade fixtures that have not been removed by Lessee at the termination of this Lease shall be deemed abandoned by the Lessee and shall automatically become the property of Lessor. In the event any trade fixture installed by Lessee is abandoned at the termination of the Lease, Lessee must pay Lessor any reasonable expense actually incurred by Lessor to remove the fixture from the Premises, less the fair market value of the fixture once removed, provided the fixture is removed within thirty (30) days after Lessee has surrendered possession of the Premises.

Signs

7.2 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Premises and/or the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, during the term hereof, and in the event of the filing of any such lien, Lessee will promptly pay the lien. If default in payment of the

lien continues for twenty (20) days after written notice from Lessor to Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessee, may, at its option, maintain insurance on Lessee's personal property located within the Leased Premises. Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease comprehensive general liability insurance covering Lessee's occupancy and activities in or on the Leased Premises. Said insurance shall contain the minimum limits equal to Lessor's liability as set forth in the Texas Tort Claims Act, Section 101.001, et seq., Tex. Civ. Proc. And Rem. Code Ann., as same may from time to time during the term hereof by amended. Such insurance policy shall include Lessor with evidence of such insurance. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessor. The policies must also contain a provision that the company writing said policy will give to Lessor at least twenty (20) days notice in writing in advance of any cancellation or lapse or the effective day of any reduction in the amounts of insurance.

Remedy for Failure to Provide Insurance

9.3 Lessee shall furnish Lessor with the original of all insurance policies required by this Article. If Lessee does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessee allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessee fails to deliver proof of insurance showing coverages to Lessor prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessee under this Lease; or Lessor may, but shall not be required to take out such insurance and pay the premiums on the necessary insurance to comply with Lessee's obligations under the provisions of this Article. Lessee agrees to reimburse Lessor all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

Indemnity

9.4 By moving into the Leased Premises or taking possession thereof, Lessee

accepts the Leased Premises as suitable for the purposes for which the same are leased and accepts the Premises and each and every appurtenance thereof, and Lessee by said acts waives any and all visible or apparent defects therein. Lessor will not be liable to Lessee or Lessee's agents, employees, guests, invitees or to any person claiming by, through or Lessee for any injury to person, loss or damage to property, or for loss or damage to Lessee's business, occasioned by or through the acts or omissions or Lessor, or by any other cause whatsoever except Lessor's negligence or willful wrong. Lessor will not be liable for and Lessee will indemnify and hold Lessor harmless against all suits, actions, claims, demands, damages, costs, liability and expenses, including reasonable attorneys' fees for defending claims and demands, arising from the conduct or management of Lessee's business on the Premises or its use of them; from the loss of life, bodily and personal injury or property damage arising from or out of any occurrence in, upon, at or from the Leased Premises or the occupancy or use by Lessee of the Leased Premises or any part thereof, or occasioned wholly or in part by any action or omission of Lessee, its agents, contractors, employees, servants, invitees, or licensees; from any breach by Lessee of any condition of this Lease; or from any act of negligence of Lessee, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Premises. If Lessor will, without fault on its part, be made a party to any action commenced by or against Lessee, Lessee will protect and hold Lessor harmless therefrom and will pay all costs, expenses, and reasonable attorney's fees of Lessor incurred in connection therewith.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Damage or Destruction

10.2 If the Building which contains the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease, at the option of the Lessee or Lessor, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

Partial Damage

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed within sixty (60) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, (at Lessor's option) if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If

the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the event that Lessor should fail to complete such rebuilding or repairs within thirty (30) working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the Premises and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are leased. The rent payable under section 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of twenty (20) days after written notice from Lessor, Lessor may at

its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Lessor's Lien

12.2 It is expressly agreed that, in the event of default by Lessee in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all fixtures, chattels, or other property of any description belonging to Lessee that are placed in, or become a part of, the Leased Premises as security for rent due and to become due for the remainder of the current Lease term and any other sum due from Lessee to Lessor. This lien shall not be in lieu of, or in any manner affect, the statutory landlord's lien given by law but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's property placed in or on the Leased Premises for purposes of this contractual lien. This shall not prevent the conduct of Lessee's business in the ordinary course of business and Lessee's actions in the ordinary conduct of Lessee's business shall be free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold and re-enter and relet the Premises as provided in the preceding section, then Lessor, after giving reasonable notice to Lessee of the intent to take possession and giving an opportunity for a hearing on the matter, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public or private sale or of the time after that any private sale is to be made for cash or on credit, for such prices and terms as Lessor deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to repairing damage to the Leased Premises, if any, then to the payment of any rent due or to become due under this Lease, with balance, if any, to be paid to Lessee. Any lien created by this Article 12.2 will be subject to the interest of the U.S.Department of Health and Human Services for payment and/or purchase of such fixtures, chattel, or other property with federal monies.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Lease shall be cumulative, and none shall exclude any other right or remedy provided by law. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the prior written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the prior written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease. On transfer, and on the transferee's assumption of its obligations, Lessor is relieved of its obligations under this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 Except as may be otherwise specifically provided in this Lease Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Lessor: County of Hidalgo
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Lessee: **Linebarger Goggan Blair & Sampson, LLP**
Attn: Lucy G. Canales, Capital Partner
205 South Pin Oak Ave.
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail. Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 The provisions of this Lease Agreement will be binding upon and inure to the benefit of Lessor and Lessee, respectively, and their respective heirs, personal representatives, successors and assigns, where permitted by this Lease.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties to the Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease Agreement or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease Agreement to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

IN WITNESS WHEREOF, the undersigned execute this Lease Agreement as of the day and year first above written.

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, L.L.P

By:_____
Stephen L. Crain

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LESSOR:

THE COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

LESSEE:

By:_____
Printed Name:_____
Title:_____

EXHIBIT “A”
RFB PACKET

A-1
DESCRIPTION OF “THE PROPERTY”

EXHIBIT “A-2”
HIDALGO COUNTY’S HOLIDAY SCHEDULE

EXHIBIT “B”
BID PAGE

EXHIBIT “C”
INSURANCE REQUIREMENTS

AI-49405 **Purchasing Department** **23. E. 2.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval and acceptance of the negotiated agreement between Hidalgo County and AMI Risk Consultants Inc. (ranked by HCCC on 03-17-15) for Actuarial Services for Workers Comp-Funding Projections and Other Related Services" for "RFP No: 2015-001-02-11-YSS with same title as agreement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-2202-419-50-115-065-0-310

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

BUDGETARY IMPACT:

Funds available as of 4/24/15.

Attachments

agrmnt

legal ok of agrmnt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/23/2015 10:39 AM
Budget & Management	Veronica Ortiz	04/23/2015 10:50 AM
Auditor's Office	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Yvette Islas		Started On: 04/21/2015 05:18 PM
Final Approval Date: 04/24/2015		

PROFESSIONAL SERVICES AGREEMENT

C-15-001-04-28

This Agreement is made and entered into the **28th day of April, 2015** by and between HIDALGO COUNTY, herein referred to as the "County" and AMI Risk Consultants, Inc., herein referred to as "the Consultant".

WHEREAS, the County desires to acquire actuarial consulting services of the Consultant to perform actuarial studies of the County's Workers' Compensation Self-Insurance Fund; and

WHEREAS, the Consultant agrees to perform the services for the County under the terms and conditions set forth in this Agreement;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, IT IS HEREBY AGREED BETWEEN THE PARTIES:

1. **Scope of Work.** The Consultant agrees to perform actuarial services for the County's Workers' Compensation Self-Insurance Fund as described in the County's Request for Proposal (RFP No. 15-001-02-11-YSS), attached hereto as Exhibit A and made a part hereof, and the Consultant's proposal, attached hereto as Exhibit B and made a part hereof.

2. **Compensation.** The County agrees to pay the Consultant for work performed and professional services rendered under this Agreement in an amount not to exceed Four Thousand Eight Hundred Dollars ($4,800.00) annually.

3. **Term.** This Agreement shall be for a period commencing on April 28, 2015 and terminating on December 31, 2016 with the County's option to renew for two (2) additional years at the same rates, terms and conditions unless earlier terminated or provided herein. The County reserves the right to continue this Agreement for an additional sixty (60) day Grace Period at the end of the contract.

4. **Severability.** If any provision of this Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable, invalid, or illegal provision shall not affect the remainder of this Agreement.

5. **Applicable Laws.** In performing the services provided in this Agreement, the Consultant shall comply with all applicable federal and state laws, rules, and regulations.

6. **Jurisdiction.** The laws of the State of Texas shall apply to govern the construction of this Agreement and the Courts of the State of Texas shall have sole and exclusive jurisdiction over any action brought to enforce, modify, declare rights, or otherwise interpret this Agreement. This Agreement is performable in Hidalgo County, Texas.

7. **Sovereign Immunity.** Nothing herein shall be interpreted as a waiver, express or implied, of the sovereign immunity of the County.

8. **Waiver.** Failure of the County to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any other provision hereof.

9. **Covenant Against Contingent Fees.**

   A. The Consultant warrants that he has not employed any person or firm to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee.

   B. Breach of this warranty shall give the County the right to terminate this Agreement, or at its discretion, to deduct from the Consultant's fee the amount of such commission, percentage, brokerage or contingent fee.

10. **The Consultant Agrees to:**

   A. Allow access by the County or any of its authorized representatives, to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions.

   B. Retain all required records for three years after final audit has been completed by the County and all other pending matters are closed.

11. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by personal delivery or by certified mail, return receipt requested, to the party to whom notice shall be given at the address set forth below.

   A. County:

   HIDALGO COUNTY
   2812 S. Business Highway 281
   New Administration Building
   Edinburg, Texas 78539

   B. Consultant:

   Bob Ingco, President
   AMI Risk Consultants, Inc.
   1336 SW 146 Ct.
   Miami, FL 33184

Notice shall be deemed effective upon receipt if made by personal delivery, or by deposit in the United States mail.

12. **Breach of Contract.**

A. If the Consultant fails to execute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this Agreement or any extension thereof, or fails to complete said work within such time, or if the County for any other reason is not satisfied with results or progress of the said work, or if the Consultant violates or fails to properly comply with or perform in any material respect any condition or provision hereof, the County shall have the right, upon prior written notice to the Consultant, to terminate this Agreement (or any separable part thereof).

B. The County may additionally terminate this Agreement at any time if the Consultant fails to submit required reports and other documents as requested by the County within previously defined time schedules; or if the Consultant fails to verify invoices submitted to the County for payment.

C. Upon termination, the County may take over the work and complete it, by contract, or otherwise, and may take possession of and use any materials, information and records for completing the work. The County shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall be approved and accepted by the County there shall be such equitable adjustment of compensation, if any, as may be determined by the County. The Consultant shall be liable for any damages to the County resulting from the Consultant's failure to complete the work within the specified time, whether or not the Consultant's right to proceed with the work is terminated. The liability includes any increased costs incurred by the County in completing the work.

13. **Termination for Convenience.** Irrespective of any default hereunder, the County may also at any time upon thirty (30) days written notice terminate, with or without cause, the Consultant's services hereunder and cancel the Agreement in whole or in part, and in such event the Consultant shall be entitled to receive equitable compensation for all work completed and accepted by the County up to the date of such written notice of termination.

14. **Assignment of Contract.** The obligations and duties of the Consultant under this Agreement, any interest in this Agreement or any claims for money due or to become due under this Agreement, shall not be assigned or transferred, in whole or in part, without the prior written approval of the County but this shall not prohibit the assignment of the proceeds due hereunder to a bank or financial institution. Any such prohibited assignment or transfer made without the express written consent of the County shall be null and void.

15. **Ownership of Documents.** All work prepared under this Agreement, including all reports (finished and unfinished), shall become the property of the County upon

its acceptance of the work in writing or upon the termination of the Consultant's services hereunder, and the Consultant shall have no claim for additional compensation as a result of the County's exercise of its right of ownership and use of the documents.

16. **Status of the Consultant.** The **Consultant,** his agents and employees, are independent contractors performing professional services for the County and are not employees of the County. The Consultant, his agents and employees shall not be entitled to any of the benefits afforded to employees of the County as a result of this Agreement.

17. **Subcontracting.** The Consultant shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.

18. **Confidentiality.** Any information given to or developed by the Consultant in performance of this Agreement shall be kept confidential and shall not be available to any individual or organization by the Consultant without the prior written approval of the County.

19. **Representations and Warranties.** The Consultant warrants and represents that he has the knowledge, experience, and ability to perform the services required pursuant to this Agreement, and all material representations given by the Consultant upon which the County relied in connection with entering into this Agreement are true.

20. **Insurance.** Consultant shall provide insurance in force on all its vehicles and all persons connected with providing services under this Agreement 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.

21. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT

AS OF THE DATE FIRST WRITTEN ABOVE.

Ramon Garcia, County Judge
HIDALGO COUNTY
2812 S. Business Highway 281
New Administration Building
Edinburg, TX 78539

State of Texas)
)
County of Hidalgo)

Subscribed and Sworn to before me
This ____day of _____, 2015.

My Commission Expires:

_____

Notary Public

Bob Ingco, President
AMI Consultants, Inc.
1336 SW 146th Ct.
Miami, FL 33184

State of Texas)
)
County of Dade)

Subscribed and Sworn to before me
This _____day of _____, 2015.

My Commission Expires:

_____

Notary Public

APPROVED AS TO FORM:
Atlas, Hall, & Rodríguez L.L.P.

By: _____
Steve L. Crain

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Exhibit A

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 27, 2015

Re: **HIDALGO COUNTY**
Request For Proposals - **"Hidalgo County- Workers' Compensation Loss and Funding Projections Actuarial Study"**
RFP No: 2015-001-02-11-YSS

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSALS (RFP) CHECKLIST

HIDALGO COUNTY

"Workers' Compensation Loss and Funding Projections Actuarial Study"

RFP No: 2015-001-02-11-YSS

1. Request For Proposals Letter.

2. Request for Proposals, Legal Notice, consisting of __9__ pages.
   (Page 9 must be submitted with response)
3. Requirements, Exhibit A, consisting of __7__ pages.

4. Evaluation Criteria, Exhibit B, consisting of __3__ pages.

5. Insurance Requirements, Exhibit C, consisting of __4__ pages.

6. Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of __1__ page.
   (Must be submitted a with response)
7. Participant's Affidavit, Exhibit E, consisting of __1__ page.
   (Must be submitted with response)
8. Vendor Application and Request for Taxpayers Identifications Number (W-9) form, consisting of __6__ pages.
   (Must be submitted with response)
9. Certification Regarding Debarment, consisting of __1__ page.
   (Must be submitted with response)
10. DRAFT Agreement consisting of __5__ pages.

The above mentioned items shall be found in the Request for Proposals (RFP) 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

January 27, 2015
Date

RFP NO: 2015-001-02-11-YSS	BUYER III: Yvette Salinas	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"WORKERS' COMPENSATION LOSS AND FUNDING PROJECTIONS ACTUARIAL STUDY"
February 11, 2015

Contact Person:

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

(956) 318-2626

Form HCPD-04

1. Sealed proposals will be received for **"Hidalgo County-Workers' Compensation Loss and Funding Projections Actuarial Study"**, 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 three (3) copies of all RFPs are required, with the vendor's 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: 2015-001-02-11-YSS-Hidalgo County Workers' Compensation Loss and Funding Projections Actuarial Study"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, February 11, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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 NO: 2015-001-02-11-YSS-HIDALGO COUNTY WORKERS' COMPENSATION LOSS AND FUNDING PROJECTIONS ACTUARIAL STUDY".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: yvette.salinas@co.hidalgo.tx.us BY NO LATER THAN Wednesday, **February 04, 2015** at 5:00 p.m. Responses will be sent to all applicants by Friday, **February 06, 2015**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   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.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting

from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a

proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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 – "**Hidalgo County- Workers' Compensation Loss and Funding Projections Actuarial Study**"
  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:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., February 11, 2015
Project/Anticipated Award Date: _____, 2015
Commence Work or Deliver Products **_____, 2015**

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part

of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal 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.

24. 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 proposers' 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 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.

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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. 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.

28. 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.

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 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.

31. 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.

32. 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.

REQUEST FOR PROPOSAL
"HIDALGO COUNTY WORKERS' COMPENSATION LOSS AND FUNDING PROJECTIONS ACTUARIAL STUDY"
RFP NO: 2015-001-02-11-YSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
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 Request for 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:_____

EXHIBIT "A"

SCOPE OF SERVICES/REQUIREMENTS
REQUEST FOR PROPOSALS

Hidalgo County
"Worker's Compensation Loss and Funding Projections Actuarial Study"

RFP: 2015-001-02-11-YSS

OVERVIEW:
Hidalgo County is requesting sealed proposals from interested and qualified firms to provide services for **"Worker's Compensation Loss and Funding Projections Actuarial Study".** The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Worker's Compensation Loss and Funding Projections Actuarial Study"** as specified herein. Sealed Proposals will be accepted until **9:30 A.M., Wednesday, February 11, 2015. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP No: 2015-001-02-11-YSS

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

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA E-MAIL TO: yvette.salinas@co.hidalgo.tx.us BY NO LATER THAN, **Wednesday, February 04, 2015, by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **Friday, February 06, 2015 by 5:00 P.M. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **EXHIBIT D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit "E")** 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 Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION:
Submitters, by submitting the signed Participant's Affidavit (Exhibit E), certify that the accompanying submission is not the result of , or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

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

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department **WILL NOT** accept telegraphic or electronically transmitted submissions.

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

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify

the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY:
Hidalgo County requires submitters, when hand delivering RFP to make sure that it is stamped with time and date by the County Purchasing Staff.

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

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

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

TERM OF CONTRACT:
This Agreement shall be for a period commencing on March 21, 2015 and terminating on December 31, 2016 with the County's option to renew for two (2) additional years at the same rates, terms and conditions unless earlier terminated or provided herein. The County reserves the right to continue this Agreement for an additional sixty (60) day Grace Period at the end of the contract period under the same rates, terms and conditions

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

SECTION II-SCOPE OF SERVICES/REQUIREMENTS

PROJECT OVERVIEW:
Hidalgo County is seeking this request for proposal from interested and qualified firms to perform an actuarial study for "Workers' Compensation Loss and Funding Projections". **The actuarial study will consist of two- part study to be completed within three to five weeks from date of report order**. Rates are to reflect a twelve (12) month period so as to coincide with our fiscal year 01/01/2015 to 12/31/2015. Any information required for the actuarial services will be provided on **"An As Needed Basis"**. The qualified firm(s) is one that can deliver the services requested in an efficient and effective manner while ensuring the highest standards of performance, integrity, customer service and fiscal accountability. The County of Hidalgo wishes to contract with a firm(s) that understands the importance of the tasks, the impact, and the necessary deadline for such implementation. The successful firm(s) will demonstrate the ability to consistently provide these services to the County of Hidalgo and will be evaluated, in part, by the degree to which the firm(s) shows how it will achieve these benefits.

SCOPE OF SERVICES:
Hidalgo County is requesting proposals from experienced firm(s) to provide ongoing actuarial studies/services for Workers' Compensation self-insurance fund as stated herein.

DATA TO BE PROVIDED BY HIDALGO COUNTY:

1. Updated Workers' Compensation Loss Runs:
    a. Loss Runs as of 2007 to present;

2. PAYROLL REPORTS SORTED BY:
    a. Workers' Compensation Codes;
    b. Budgeted and Actual gross salary by year.

REQUIRED VENDOR'S INFORMATION:

1. Vendor must provide a sample of their work product with at least three (3) Texas references preferably and any work done for Counties, School Districts and Cities;

2. Rate/Premium Analysis- (Funding Projections) for Program Year of 2016.
   (1st Part Study should be completed within three (3) to five (5) weeks.)

3. Estimate a Reserve Analysis as of 12/31/2015.
   (2nd Part Study to be completed no later than March 31, 2016).

REQUEST FOR PROPOSALS

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

RFP SUBMISSION:

A total of one (1) original and seven (7) copies response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539 by **no later than 9:30 a.m. on Wednesday, February 11, 2015.**

CONTENTS:

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

UNDERSTANDING OF THE PROJECT:

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

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed if applicable for the services being requested in the RFP and/or do business in the State of Texas, who has experience in, but not limited to:

A. Firm must have a minimum of five (5) years of experience in the field related to actuarial studies.
B. Firm must be knowledgeable with local, state and other governmental agencies;
C. Firm must be knowledgeable with Workers Compensation for self-insured;

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.

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

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, etc. **The Proposer(s) should add copies of their Professional Liability Insurance in the response.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Hidalgo County is hereby requesting a lump sum flat rate proposal fee based on the scope of services/requirements.

Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

SECTION III- SELECTION/EVALUATION/RANKING

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the Request for Proposals (RFP's) received.

B. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

C. Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

SCORING AND EVALUATION PROPOSALS
Proposals will be evaluated and scored for innovation and completeness, in response to each of the elements outlined in the Scope of Services including but not be limited to, the items listed below:

1.	Firm's Qualifications and Staffing of Project Team	10 Points
2.	Understanding Of Project/Similar Projects	40 Points
3.	Experience Of Project Team/Ability To Commit Resources	40 Points
4.	Cost Fees	10 points
	Total	100 points

NEGOTIATION PROCESS:
The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFPs.

TERMINATION OF SERVICES:
Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation.

EXHIBIT B

SELECTION CRITERIA

Hidalgo County
"RFP-WORKERS' COMPENSATION LOSS AND FUNDING PROJECTIONS STUDY"

RFQ NO: 2015-001-02-11-YSS

EVALUATION CRITERIA
REQUEST FOR PROPOSALS

Evaluation Criteria

The Statements of Qualifications will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Firm(s) Qualifications and Staffing of Project Team (10)
The firm(s) should provide the resume of each of the firms' professionals. All attorneys should be licensed to practice in the State of Texas. Any specializations or board certifications should also be detailed in each résume. Copies of current valid licenses, certifications and registrations should be included in this section and other pertinent information that demonstrates their qualifications to perform the services required.

2. Understanding of Project/Similar Services (40)
The firms should provide as much background information as to its experience in providing similar services to City, County, School or any other governmental agencies. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. Experience of Project Team/Ability to Commit Resources (40)
The provider shall designate experienced staff to completely and efficiently perform the services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. The firm must state the approach and/or (methodology) in achieving and rendering all services detailed and required and ability to commit resources.

4. Cost Fees (10)
The cost the services will be on a lump sum flat rate fee based on the scope of services and/or requirements.

HIDALGO COUNTY
Request for Proposals

"WORKERS' COMPENSATION LOSS AND FUNDING PROJECTIONS STUDY"

EVALUATION FORM

Selection Criteria	RANGE POINTS	SCORE

1. Firm(s)Qualifications/Staffing of Project Team
The firm(s) should provide detailed information and copies of their applicable certifications, registrations and other pertinent information that demonstrates their qualifications to perform the services required. **0-10** _____

Comments/Rationale For Points:_____

_____

2. Understanding of Project/Similar Services
The firms should provide as much background information as to its' experience in providing similar services to City, County School or any other governmental agencies. Resumes of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. **0-40** _____

Comments/Rationale For Points:_____

_____

3. Experience of Project Team/Ability to Commit Resources
The provider should designate experienced staff to completely and efficiently Perform the services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. The firm must state the approach and/or (methodology) in achieving and rendering all services detailed and required and ability to commit resources. **0-40** _____

Comments/Rationale For Points:_____

_____

4. Cost/Fees
The cost will be on a lump sum flat rate fee based on the scope of services and/or requirements. **0-10** _____

Comments/Rationale for Points:_____

_____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

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

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL 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 (Any one person)	$
					PERS & 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 OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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 the "Name" line 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
☐☐☐ - ☐☐ - ☐☐☐☐

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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 3 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, apply for a TIN and 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. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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.

PROFESSIONAL SERVICES AGREEMENT

C-15-001-00-00

This Agreement is made and entered into the **dayth day of Month, 2015** by and between HIDALGO COUNTY, herein referred to as "the County" and Vendor., herein referred to as "the Consultant".

WHEREAS, the County desires to acquire actuarial consulting services of the Consultant to perform actuarial studies of the County's Workers' Compensation Self-Insurance Fund; and

WHEREAS, the Consultant agrees to perform the services for the County under the terms and conditions set forth in this Agreement;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, IT IS HEREBY AGREED BETWEEN THE PARTIES:

1. **Scope of Work.** The Consultant agrees to perform actuarial services for the County's Workers' Compensation Self-Insurance Fund as described in the County's Request for Proposal (RFP No. 15-001-02-11-YSS), attached hereto as Exhibit A and made a part hereof, and the Consultant's proposal, attached hereto as Exhibit B and made a part hereof.

2. **Compensation.** The County agrees to pay the Consultant for work performed and professional services rendered under this Agreement in an amount not to exceed Amount Hundred Dollars ($X,XXX.00) annually.

3. **Term.** This Agreement shall be for a period commencing on March 21, 2015 and terminating on December 31, 2016 with the County's option to renew for two (2) additional years at the same rates, terms and conditions unless earlier terminated or provided herein. The County reserves the right to continue this Agreement for an additional sixty (60) day Grace Period at the end of the contract period under the same rates, terms and conditions.

4. **Severability.** If any provision of this Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable, invalid, or illegal provision shall not affect the remainder of this Agreement.

5. **Applicable Laws.** In performing the services provided in this Agreement, the Consultant shall comply with all applicable federal and state laws, rules, and regulations.

6. **Jurisdiction.** The laws of the State of Texas shall apply to govern the construction of this Agreement and the Courts of the State of Texas shall have sole and exclusive jurisdiction over any action brought to enforce, modify, declare rights, or otherwise interpret this Agreement. This Agreement is performable in Hidalgo County, Texas.

7. **Sovereign Immunity.** Nothing herein shall be interpreted as a waiver, express or implied, of the sovereign immunity of the County.

8. **Entire Agreement.** This Agreement incorporates all the agreements, covenants and understandings of the parties concerning its subject matter, and all such covenants, contracts, and understandings have merged into this written contract. No prior agreement or understanding of the parties or their agents shall be valid or enforceable. This Agreement may not be altered, changed, or amended except when executed in writing and agreed to by both parties.

9. **Waiver.** Failure of the County to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any other provision hereof.

10. **Covenant Against Contingent Fees.**

    A. The Consultant warrants that he has not employed any person or firm to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee.

    B. Breach of this warranty shall give the County the right to terminate this Agreement, or at its discretion, to deduct from the Consultant's fee the amount of such commission, percentage, brokerage or contingent fee.

11. **The Consultant Agrees to:**

    A. Allow access by the County or any of its authorized representatives, to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions.

    B. Retain all required records for three years after final audit has been completed by the County and all other pending matters are closed.

12. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by personal delivery or by certified mail, return receipt requested, to the party to whom notice shall be given at the address set forth below.

    A. County:

HIDALGO COUNTY

2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539

B. Consultant: Name, Title
Company Name
Address
City, State, Zip

Notice shall be deemed effective upon receipt if made by personal delivery, or by deposit in the United States mail.

13. **Breach of Contract.**

A. If the Consultant fails to execute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this Agreement or any extension thereof, or fails to complete said work within such time, or if the County for any other reason is not satisfied with results or progress of the said work, or if the Consultant violates or fails to properly comply with or perform in any material respect any condition or provision hereof, the County shall have the right, upon prior written notice to the Consultant, to terminate this Agreement (or any separable part thereof).

B. The County may additionally terminate this Agreement at any time if the Consultant fails to submit required reports and other documents as requested by the County within previously defined time schedules; or if the Consultant fails to verify invoices submitted to the County for payment.

C. Upon termination, the County may take over the work and complete it, by contract, or otherwise, and may take possession of and use any materials, information and records for completing the work. The County shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall be approved and accepted by the County there shall be such equitable adjustment of compensation, if any, as may be determined by the County. The Consultant shall be liable for any damages to the County resulting from the Consultant's failure to complete the work within the specified time, whether or not the Consultant's right to proceed with the work is terminated. The liability includes any increased costs incurred by the County in completing the work.

14. **Termination for Convenience.** Irrespective of any default hereunder, the County may also at any time upon thirty (30) days notice discretion terminate, with or without cause, the Consultant's services hereunder and cancel the Agreement in whole or in part, and in such event the Consultant shall be entitled to receive equitable compensation for all work completed and accepted by the County.

15. **Assignment of Contract.** The obligations and duties of the Consultant under this Agreement, any interest in this Agreement or any claims for money due or to become due under this Agreement, shall not be assigned or transferred, in whole or

in part, without the prior written approval of the County but this shall not prohibit the assignment of the proceeds due hereunder to a bank or financial institution. Any such prohibited assignment or transfer made without the express written consent of the County shall be null and void.

16. **Ownership of Documents.** All work prepared under this Agreement, including all reports (finished and unfinished), shall become the property of the County upon its acceptance of the work in writing or upon the termination of the Consultant's services hereunder, and the Consultant shall have no claim for additional compensation as a result of the County's exercise of its right of ownership and use of the documents.

17. **Status of the Consultant.** The **Consultant,** his agents and employees, are independent contractors performing professional services for the County and are not employees of the County. The Consultant, his agents and employees shall not be entitled to any of the benefits afforded to employees of the County as a result of this Agreement.

18. **Subcontracting.** The Consultant shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.

19. **Confidentiality.** Any information given to or developed by the Consultant in performance of this Agreement shall be kept confidential and shall not be available to any individual or organization by the Consultant without the prior written approval of the County.

20. **Representations and Warranties.** The Consultant warrants and represents that he has the knowledge, experience, and ability to perform the services required pursuant to this Agreement, and all material representations given by the Consultant upon which the County relied in connection with entering into this Agreement are true.

21. **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 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.

21. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT

AS OF THE DATE FIRST WRITTEN ABOVE.

Ramon Garcia, County Judge
HIDALGO COUNTY
2812 S. Business Highway 281
New Administration Building
Edinburg, TX 78539

State of Texas)
)
County of Hidalgo)

Subscribed and Sworn to before me
This ____day of _____, 2015.

My Commission Expires:

_____

_____
Notary Public

Name, Title
Company Name
Address
City, State Zip

State of Texas)
)
County of NAME)

Subscribed and Sworn to before me
This _____day of _____, 2015.

My Commission Expires:

_____

_____
Notary Public

APPROVED AS TO FORM:
Atlas, Hall, & Rodriguez L.L.P.

By: _____
Steve L. Crain

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Exhibit B

AMI **Risk Consultants, Inc.**

1336 S.W. 146th Ct.
Miami, Florida 33184
Tel: (305) 273-1589
Fax: (305) 330-5427

2878 Loveland Dr. #2208
Las Vegas, NV 89109
Tel: (702) 478-5924

March 20, 2015

Ms. Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

Sent via E-mail:
yvette.salinas@co.hidalgo.tx.us

RE: Best and Final Offer (BAFO)
for Workers' Compensation Loss & Funding Projections Actuarial Study
RFP No. 2015-001-02-11-YSS

Dear Ms. Salinas:

Thank you for giving us the opportunity to submit our **BAFO** for the Workers' Compensation Loss and Funding Projections Actuarial Study under RFP No. 2015-001-02-11-YSS. This is in response to your letter dated March 19, 2015.

After careful review of the specific requirements in the Scope of Work for the Hidalgo County, we would like to amend our cost proposal as follows:

- To perfrom the actuarial services described in our proposal, AMI will bill Hidalgo County a ***total annual fixed fee ("not to exceed" cost)*** of **$4,800**, broken down as follows:.
    - $1,400 for the Rate/Premium Analysis (Funding Projections)
    - $3,400 for the Reserve Analysis

  We anticipate no on-site visit for this engagement. If we will be required to make an on-site presentation, we will make additional charge for reimbursement of travel expenses.

Please give me a call at (305) 273-1589 if you have any question regarding this BAFO submission. Again, thank you very much for this opportunity.

Sincerely,

Aguedo Ingco, FCAS, MAAA, CPCU, ARM
President

Insurance Documents

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER: MCKINLEY FIN SVCS INC 1451 W CYPRESS CREEK ROAD SUITE 300 FORT LAUDERDALE FL 33309	CONTACT NAME: JAMES E DRAKE PHONE (A/C, No, Ext): 9549382685 FAX (A/C, No): E-MAIL ADDRESS: Jimdrake@mckinleyinsurance.com
INSURED: AMI RISK CONSULTANTS INC 1336 SW 146TH CT MIAMI FL 33184 FEIN: 650339007	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : FWCJUA INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1412030006 **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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 PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7D757012	7/22/2014	7/22/2015	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
2818 S. Business Hwy 281
Edinburg TX 78539
PhoneNumber none

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laura A Torrence

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 04/08/2015

PRODUCER

McKinley Financial Services, Inc.
1451 W. Cypress Creek Rd, Suite 300
Fort Lauderdale, FL 33309
954.938.2685
tparke@mckinleyinsurance.com

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

AMI Risk Consultants, Inc
1336 SW 146th Ct.
Miami, FL 33184

COMPANIES AFFORDING COVERAGE

COMPANY A	Burlington Insurance Co.
COMPANY B	Western Heritage Insurance Co.
COMPANY C	
COMPANY D	

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)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [ ] OWNER'S & CONTRACTOR'S PROT [ ] INCLUDES ATHLETIC PARTICPANTS	289B006444	05/19/2014	05/19/2015	GENERAL AGGREGATE	$ 2,000,000.00
					PRODUCTS-COMP/OP AGG	$ 1,000,000.00
					PERSONAL & ADV INJURY	$ 1,000,000.00
					EACH OCCURRENCE	$ 1,000,000.00
					FIRE DAMAGE (Any one fire)	$ 50,000.00
					MED EXP (Any one person)	$ 5,000.00
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	289B006444	05/19/2014	05/19/2015	COMBINED SINGLE LIMIT	$ 1,000,000.00
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY [ ] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
						$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
					EL EACH ACCIDENT	$
					EL DISEASE - POLICY LIMIT	$
					EL DISEASE - EA EMPLOYEE	$
B	OTHER BOND Liability	21BDDCC0744	02/24/2015	02/24/2018	Fidelity	$200,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

County of Hidalgo is named additional insured with respects to the General Liability policy.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
2818 S. Business Hwy 281
Edinburg, TX 78539

Attention: Cris Villareal

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
James L. Drake

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER COSTANZA INSURANCE AGENCY INC. PO BOX 550 VERDUGO CITY, CA 91046-0550 OB80250	CONTACT NAME: ELSA ESCOBAR PHONE (A/C, No, Ext): 818-542-3222 FAX (A/C, No): E-MAIL ADDRESS: E.ESCOBAR@CIA-CA.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: EVANSTON INSURANCE COMPANY	
INSURED AMI RISK CONSULTANTS, INC. 1336 SW 146TH CT. MIAMI, FL 33184	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			EO-857550 RETRO DATE: 8/3/94	8/3/14	8/3/15	$2,000,000 PER CLAIM $2,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

$10,000 DEDUCTIBLE PER CLAIM.

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPARTMENT
2818 S. BUSINESS HWY. 281
EDINBURG, TX 78539
ATTN: CRIS VILLARREAL

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: draft contract act 15.001

From : Steve Crain <scrain@atlashall.com> Tue, Apr 21, 2015 12:01 PM
Subject : RE: draft contract act 15.001
To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

The contract is OK.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Tuesday, April 21, 2015 10:24 AM
To: Steve Crain
Subject: Re: draft contract act 15.001

Good morning Mr Crain,

Please review attached.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

From: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Sent: Wednesday, April 8, 2015 10:49:18 AM
Subject: Re: draft contract act 15.001

Please see attached and advise/approve.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
Sent: Thursday, April 2, 2015 1:01:08 PM
Subject: RE: draft contract act 15.001

The fidelity bond has expired.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Thursday, April 02, 2015 10:39 AM
To: Steve Crain
Subject: draft contract act 15.001

Please see attached and advise/approve.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

AI-49366 **Purchasing Department** **23. F. 1.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of sole /quote received from Montogmery Technology Systems, LLC, [as detailed in tabulation sheet contained herein meeting all specifications and/or requirements] for the purpose of award and approval of contract [but in no event to exceed $50K] for Request for Sealed Quotes titled: Electronic Security System Maintenance & Repair Service-project No:2015-079-04-02-SGS.

B. Approval of Clarification on Bid (Quote) page, to reflect **2015**-079-04-02-SGS, **not 2014 as shown.**

BACKGROUND

1. 20 Packets were sent out and/or were requested.
2. Sole response.
3. Contract will commence on May 20, 2015
4. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-423-21-280-002-0-430

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

BUDGETARY IMPACT:

S.O. $ 38,597.47 as of 04/20/15

Attachments

Recommendation, tab , participation log

2015-2013 Expenditures

Legal approval

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/23/2015 10:35 AM
Budget & Management	Veronica Ortiz	04/23/2015 10:48 AM
Glinda Pacheco	Glinda Pacheco	04/23/2015 11:27 AM

Auditor's Office	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Sandy Suarez		Started On: 04/17/2015 04:35 PM
Final Approval Date: 04/24/2015		

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Capt. Richard Ozuna
Hidalgo County Sheriff's Office

ATTN: Juan Tapia, Procurement Specialist

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: April 09, 2015

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST**
Bid No. 2015-079-04-02-SGS-Hidalgo County Sheriff's Office-
"Electrical Security System Maintenance and Repair Services"

Today, we have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, April 16, 2015 @10:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting, Tuesday, May 12, 2015.**

Indicate the name of the Vendor(s) in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS:
Please award to Sole Bidder MTI
Budget Acct No.: 5-1100-423-21-280-002-0-430

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Daniel Garcia	Hidalgo County Sheriff	4-10-2015

Enclosures

HIDALGO COUNTY SHERIFF'S OFFICE
TABULATION SHEET

RFSQ EXTENDED OPENING DATE: April 09, 2015	**OPENING TIME: 9:30 A.M.**

DESCRIPTION OF RFSQ: "Electronic Security System Maintenance & Repair Services"

RFB NO: 2018-079-04-02-SGS

ITEM DESCRIPTIONS:	**PARTICIPATES** **MTI -** (Sole Bidder) Greenville, Alabama
1. HOURLY RATES:	
A. Hourly Rates	
1) Technician hourly rate (regular)	$ 125.00
2) Technician hourly rate (After hours) (Emergencies-Weekends- etc.)	$ 150.00
B. Time of Operations	
Regular Business Hours	8:00 a.m. - 5:00 p.m.
After hours (Commence)	5:01 p.m.
Weekends	8:00 a.m. - 5:00 p.m.
Holidays	8:00 a.m. - 5:00 p.m.
C. Parts -Mark up Rates	
Mark up Percentage Rate	N/A
2. WARRANTIES:	
A. Warranties for Parts :	1 year
B. Warranties for Services:	N/A
3. TROUBLE SHOOTING :	
A. Trouble Shooting Fee Per Hour (Telephone)	$ 0.00
4. CALL RESPONSE TIME :	
A. Regular Business Hours Basis (8a.m.-5p.m.)	72 hours
B. Emergency Basis:	24 hours
Technicians Fee Begin:	One way travel time plus hours on site. (Traveling from Dallas, Tx.)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFSQ

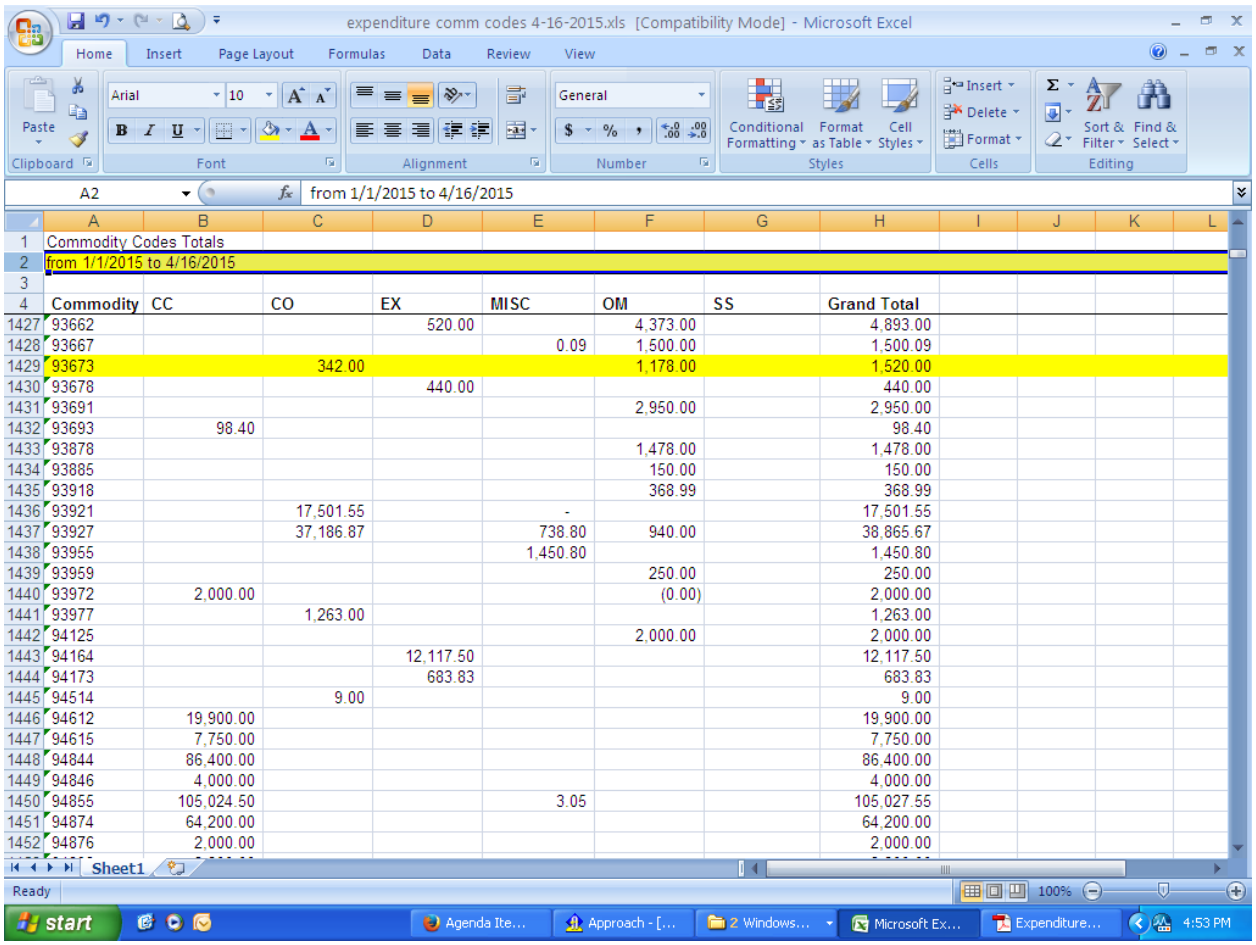
BID OPENING DATE: APRIL 02, 2015 **RFSQ OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY SHERIFF'S OFFICE- "ELECTRONIC SECURITY SYSTEM MAINTENANCE & REPAIR SERVICE"

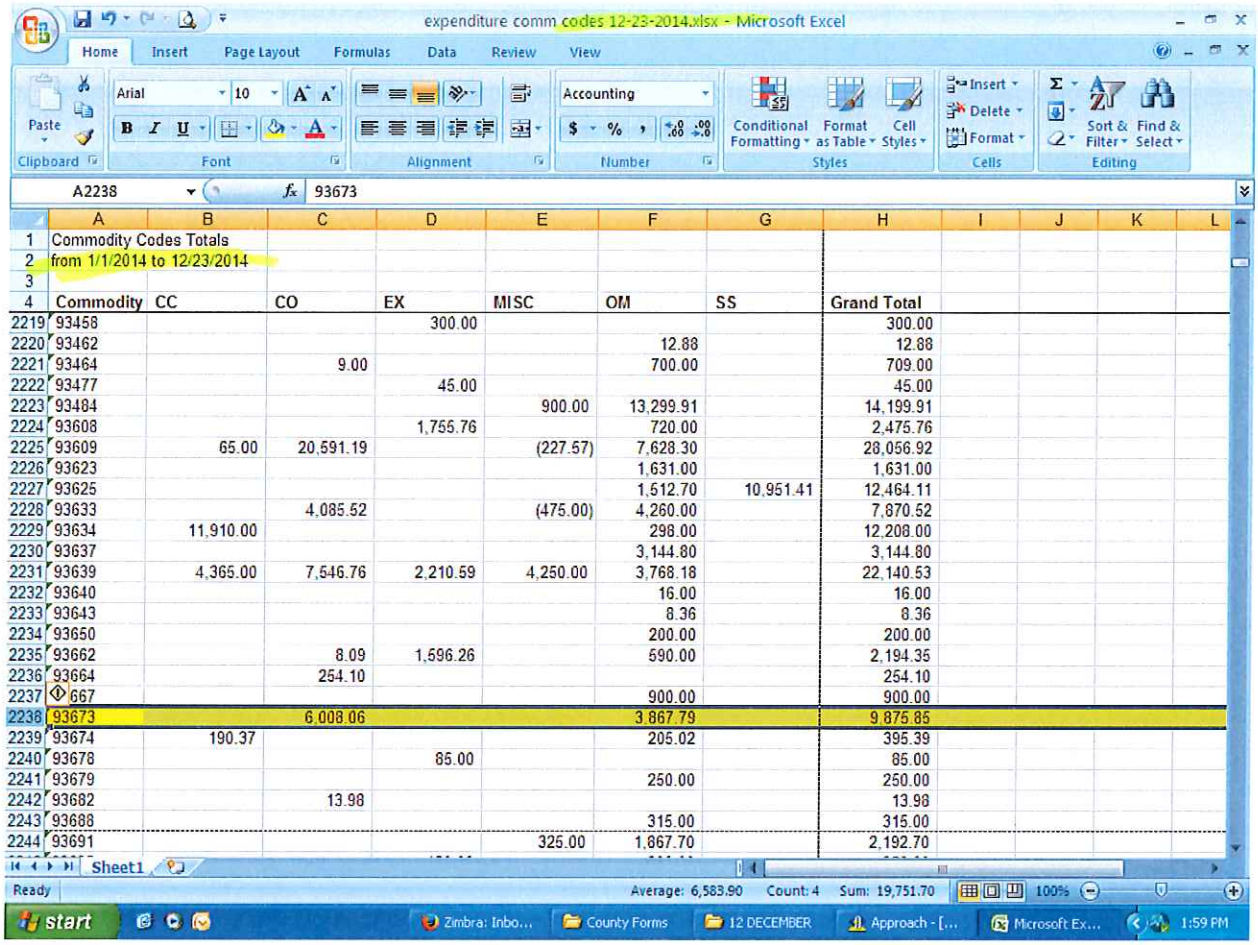
RFSQ-.2015-079-04-02-SGS - EXTENDED OPENING DATE TO APRIL 09, 2015

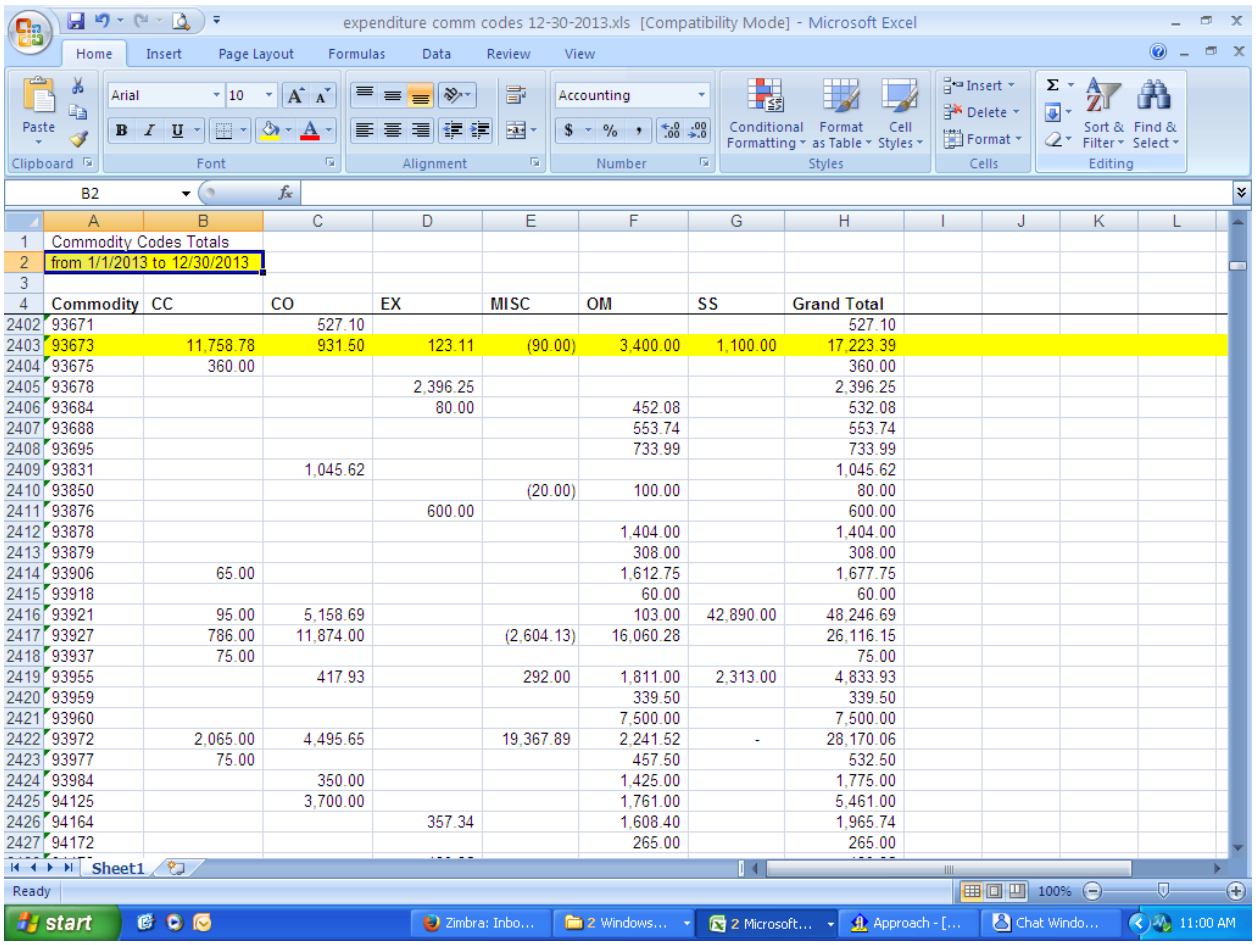
NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Wunderlich-Maler **Attn: Keith Schanks** ext 114	Email	Sandy Suarez	03/12/15	2855 Trinty Square Drive, Suite 100 Carrollton, Texas 75006 Ph 469-574-2500 Fax 469-574-2525 Keith.schanks@wmeng.com
2. Montgomery Technology Systems, Inc. **Attn: Patrick Skipper** **Lydia Williams**	Email	Sandy Suarez	03/12/15	800 East Commerce St Greenville, Alabama. 36037 Ph: 334-382-7441 Fax 334-382-9793 darab@montgomerytechnology.com) Patrick@montgomerytechnology.com
3. Ventura Gonzalez **Attn: Ventura Gonzalez**	Email	Sandy Suarez	03/12/15	4807 West Avenue Suite 202 San Antonio, Texas 78213 210-344-1885 ph 210-219-3769 cell ventura@transamerica-detention.com
4. HERTU **Attn: Hector Borrego**	Email	Sandy Suarez	03/12/15	1708 Key Biscaque Weslaco, Texas 78539 956-463-0050 Hec_78539@yahoo.com
5. **Attn: Danny Smith** www.ActionCCTV.com www.PlasmaInstaller.com	Email	Sandy Suarez	03/12/15	Toll Free: (866) 550-4388 X. 719 Direct: (619) 722-1749 Fax: (619) 564-3464 Sales@ActionCCTV.Com
6. PROTECTION1 Attn: Greg Lewis	Email	Sandy Suarez	03/12/15	1200 E. Hackberry Ave. Ste 1 McAllen, TX. 78501 P#956-686-1339 M#956-223-7416 greglewis@protection1.com
7. D & C FENCE CO. Attn: Rich Hanner	Email	Sandy Suarez	03/12/15	O#361-289-2819 C#361-816-4169 F#361-289-5106 rhanner@dcfence.com
8. SOUTH STAR SECURITY SERVICE Attn: Johnny Ayala	Email	Sandy Suarez	03/12/15	802 W. Del Oro Lane Pharr, TX. 78577 P#956-783-8669 F#956-783-8704 starj@att.net

9. SIGMA STS 360 Attn: Lisa Roddy	Email	Sandy Suarez	03/12/15	P#214-427-5555 lisa@sts360.com
10. STARR TELECOMM Attn: Raphael Adame	Email	Sandy Suarez	03/12/15	P# 956-580-1333 radame@starrtelecom.com
11. KNIGHT SECURITY Attn: Whitney Oldfather	Email	Sandy Suarez	03/12/15	P# 512-590-7863 C#512-550-7128 woldfather@knightsecurity.com
12. AZBELL ELECTRONICS Attn: Marcus Jackson Christopher Anelundi	Email	Sandy Suarez	03/12/15	PO Box 5992-bldg 4926 Santa Fe Ave Fort Hood, TX. 76544 P#254-824-0237 M#254-291-4714 F#254-285-6719 Marcus.jackson@azbellelectronics.com Christopher.anelundi@azbellelectronics.com
13. FANTASTIC SYSTEMS Attn: Darrell Dixon, Sales & Engineering Mgr.	Email	Sandy Suarez	03/12/15	P#817-376-7151 fantasticsystems@gmail.com
14. LENSEC Attn: Jamie Bradford	Email	Sandy Suarez	03/12/15	P#817-262-9987 [JBradford@lensec.com]
15. SCHNEIDER-ELECTRIC Attn: Nathan Adams	Email	Sandy Suarez	03/12/15	Nathan.adams@schneider-electric.com
16. THE ROSE REPORT Attn: Heather Ramirez	Email	Sandy Suarez	03/12/15	P.O. Box 890 Porter, TX. 77365 P#832-289-8596 F#281-747-7010 heather@therosereport.com
17. Security International, Inc. Attn: Daniel Backhaus	Email	Sandy Suarez	03/12/15	P#956-381-6655 x 240 F#956-380-3473 dbackhaus@sialarm.net
18. IT Innovations Attn: Rick Mendoza	Email	Sandy Suarez	03/12/15	401 S. Kansas Ste A-8 Weslaco, TX. 78596 P#956-377-4848 Rick.rgvgeeks@gmail.com
19. MCS Metroplex Control System Attn: Darwin Katan Ben Hernandez	Email	Sandy Suarez	03/12/15	12903 Delivery Dr. San Antonio, TX 78247 P#210-798-2938 –O# 210-495-5245 x 3174 Ben F#210-495-9863 C#210-385-9695-Ben dkatan@mcsdet.com bhernandez@argylesecurity.com
20. 911 Security Camera Ronald Carlson	Email	Sandy Suarez	03/23/15	P# 214-620-5575 r.carlson@911security.com

IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
E-MAIL REQUEST (ER)


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A2
from 1/1/2015 to 4/16/2015
Commodity Codes Totals
from 1/1/2015 to 4/16/2015
Commodity | CC | CO | EX | MISC | OM | SS | Grand Total
93662 | | | 520.00 | | 4,373.00 | | 4,893.00
93667 | | | | 0.09 | 1,500.00 | | 1,500.09
93673 | | 342.00 | | | 1,178.00 | | 1,520.00
93678 | | | 440.00 | | | | 440.00
93691 | | | | | 2,950.00 | | 2,950.00
93693 | 98.40 | | | | | | 98.40
93878 | | | | | 1,478.00 | | 1,478.00
93885 | | | | | 150.00 | | 150.00
93918 | | | | | 368.99 | | 368.99
93921 | | 17,501.55 | | - | | | 17,501.55
93927 | | 37,186.87 | | 738.80 | 940.00 | | 38,865.67
93955 | | | | 1,450.80 | | | 1,450.80
93959 | | | | | 250.00 | | 250.00
93972 | 2,000.00 | | | | (0.00) | | 2,000.00
93977 | | 1,263.00 | | | | | 1,263.00
94125 | | | | | 2,000.00 | | 2,000.00
94164 | | | 12,117.50 | | | | 12,117.50
94173 | | | 683.83 | | | | 683.83
94514 | | 9.00 | | | | | 9.00
94612 | 19,900.00 | | | | | | 19,900.00
94615 | 7,750.00 | | | | | | 7,750.00
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93673
Commodity Codes Totals
from 1/1/2014 to 12/23/2014
Commodity | CC | CO | EX | MISC | OM | SS | Grand Total
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93464 | 9.00 | 700.00 | 709.00
93477 | 45.00 | 45.00
93484 | 900.00 | 13,299.91 | 14,199.91
93608 | 1,755.76 | 720.00 | 2,475.76
93609 | 65.00 | 20,591.19 | (227.57) | 7,628.30 | 28,056.92
93623 | 1,631.00 | 1,631.00
93625 | 1,512.70 | 10,951.41 | 12,464.11
93633 | 4,085.52 | (475.00) | 4,260.00 | 7,870.52
93634 | 11,910.00 | 298.00 | 12,208.00
93637 | 3,144.80 | 3,144.80
93639 | 4,365.00 | 7,546.76 | 2,210.59 | 4,250.00 | 3,768.18 | 22,140.53
93640 | 16.00 | 16.00
93643 | 8.36 | 8.36
93650 | 200.00 | 200.00
93662 | 8.09 | 1,596.26 | 590.00 | 2,194.35
93664 | 254.10 | 254.10
667 | 900.00 | 900.00
93673 | 6,008.06 | 3,867.79 | 9,875.85
93674 | 190.37 | 205.02 | 395.39
93678 | 85.00 | 85.00
93679 | 250.00 | 250.00
93682 | 13.98 | 13.98
93688 | 315.00 | 315.00
93691 | 325.00 | 1,867.70 | 2,192.70
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Number
Conditional Formatting
Format as Table
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Delete
Format
Cells
Sort & Filter
Find & Select
Editing
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Commodity Codes Totals
from 1/1/2013 to 12/30/2013
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2412 93878 1,404.00 1,404.00
2413 93879 308.00 308.00
2414 93906 65.00 1,612.75 1,677.75
2415 93918 60.00 60.00
2416 93921 95.00 5,158.69 103.00 42,890.00 48,246.69
2417 93927 786.00 11,874.00 (2,604.13) 16,060.28 26,116.15
2418 93937 75.00 75.00
2419 93955 417.93 292.00 1,811.00 2,313.00 4,833.93
2420 93959 339.50 339.50
2421 93960 7,500.00 7,500.00
2422 93972 2,065.00 4,495.65 19,367.89 2,241.52 - 28,170.06
2423 93977 75.00 457.50 532.50
2424 93984 350.00 1,425.00 1,775.00
2425 94125 3,700.00 1,761.00 5,461.00
2426 94164 357.34 1,608.40 1,965.74
2427 94172 265.00 265.00
Sheet1
Ready
100%
start
Zimbra: Inbo...
2 Windows...
2 Microsoft...
Approach - [...
Chat Windo...
11:00 AM

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Reveiw & Approve as to form-C-15-079-04-28-Montgomery Technology Systems, LLC-HCSO

From : Steve Crain <scrain@atlashall.com> Wed, Apr 22, 2015 01:58 PM

Subject : RE: Reveiw & Approve as to form-C-15-079-04-28-Montgomery Technology Systems, LLC-HCSO

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, April 22, 2015 1:48 PM
To: Steve Crain; Marynel Trevino
Cc: Sandy Suarez; Martha Salazar
Subject: Reveiw & Approve as to form-C-15-079-04-28-Montgomery Technology Systems, LLC-HCSO

Mr. Crain-
Please review and approve as to form (attached hereto) agreement# **C-15-079-04-28** with **Montgomery Technology Systems, LLC** for the purposes of: **"Electronic Security System Maintenance** and **Repair Service" (on an as needed basis)** for the **Hidalgo County Sheriff's Office.**

****Note: will be placing on the next CC agenda for final approval.**

Please advise.

Thanks.

Leticia H. Saenz, CPPB / Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...



image001.gif
345 B

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-079-04-28

THIS CONTRACT is made and entered into this **28th** day of **April, 2015** by and between the **County of Hidalgo, Texas** ("County") and **Montgomery Technology Systems**, **LLC** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Quotes (RFSQ) for: **"Electronic Security System Maintenance** and **Repair Service" (on an as needed basis)** for **HIDALGO COUNTY** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); 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 Sealed Quotes (RFSQ) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby 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 contained in Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office** or

its 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** (on an as needed basis), commencing on **May 21, 2015** and expiring on **May 20, 2016** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote 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:
County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company:
Montgomery Technology Systems, LLC
Attn: Patrick Skipper, Vice President
23 Old Stage Road
Greenville, Alabama 36037

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.

17. **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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____ day of _____**, 2015.**

APPROVED BY COMMISSIONER'S COURT: _____, 2015

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:
MONTGOMERY TECHNOLOGY SYSTEMS, LLC

By:_____
Printed Name: Patrick Skipper
Title: Vice President

EXHIBIT “A”

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 12, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY SHERIFF'S OFFICE***
"ELECTRONIC SECURITY SYSTEM MAINTENANCE &REPAIR SERVICES"
RFSQ No*: 2015-079-04-02-SGS*

Dear Participant(s):

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Sandy Suarez,
Hidalgo County Buyer II

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR SEALED QUOTES (RFSQ)

TABLE OF CONTENTS

HIDALGO COUNTY SHERIFF'S OFFICE
"ELECTRONIC SECURITY SYSTEM MAINTENCE & REPAIR SERVICES"
RFSQ NO: 2015-079-04-02-SGS

Item	Description	No. of Pages
1.	Request for Sealed Quotes Letter	1
2.	Request for Sealed Quotes, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
4.	Exhibit A-1, References	1
5.	Exhibit B, RFSQ Page	2
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	Draft Requirements Agreement	9

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) 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.

Sandy Suarez, Buyer II

March 12, 2015
Date

RFSQ No: 2015-079-04-02-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY SHERIFF'S OFFICE

"ELECTRONIC SECURITY SYSTEM MAINTENANCE & REPAIR SERVICE"

RFSQ OPENING DATE:

APRIL 02, 2015 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed quotes will be received for **"- HIDALGO COUNTY SHERIFF'S OFFICE- ELECTRONIC SECURITY SYSTEM MAINTENANCE & REPAIR SERVICE"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants 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 RFSQ.

2. All RSFQs are required with the Participants 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: **"RFSQ NO. 2015-079-04-02-SGS- HIDALGO COUNTY-ELECTRONIC SECURITY SYSTEM MAINTENANCE & REPAIR SERVICE"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. day, APRIL 02, 2015.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFSQs 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 IN REFERENCE TO RFSQ NO.: 2015-079-04-02-SGS.

Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all RFSQs 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 RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the RFSQ 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 RFSQs and re-advertise.

5. **For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.**

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 RFSQs including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQ.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ 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 Sealed Quotes. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

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 RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:** (if applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, 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 Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number and contract number (if any)
  d) Notation-**"HIDALGO COUNTY SHERIFF'S OFFICE - "ELECTRONIC SECURITY SYSTEM MAINTENANCE & REPAIR SERVICE"** 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
Account's Payable
711 El Cibolo Rd
Edinburg, Texas 78541
(956) 383-8114

17. **SCHEDULE OF EVENTS**

RFSQ Opening 9:30 A.M.	**APRIL 02, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. ~~BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT (IF APPLICABLE FOR PUBLIC WORKS PROJECTS):~~

- ~~If the contract proposed is for the construction of public works or is for a contract 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.~~

- ~~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 RFSQ 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. RFSQs, 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 Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- 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 Participant 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 participant 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 participant, or of any agent, employee, subcontractor or supplier of successful participant 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 participant 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 participant'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 participant.

28. Successful participant 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 Sealed Quote shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant 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 participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Request for Seal Quote
For
HIDALGO COUNTY SHERIFF'S OFFICE
"ELECTRONIC SECURITY SYSTEM MAINTENANCE & REPAIR SERVICE"

To: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 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 participant further agrees, upon acceptance of its RFSQ, 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.

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"Electronic Security System Maintenance and Repair Service"
RFSQ NO.: 2015-079-04-02-SGS

I. PROJECT OVERVIEW:

Hidalgo County Sheriff's Office is requesting sealed quotes for a contract for the "Electronic Security System Maintenance and Repair Service" on an **"As Needed Basis**, but in no event to exceed the $50,000.00 (per year) statutory bid limit including, but not limited to the following:

II. Requirements/Specifications:

1. Vendors(s) submitting quote must warranty all services performed and parts.

2. Vendor(s) shall have been in business (in this field) for a minimum of three (3) years

3. A list of a minimum of three (3) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency **must be submitted with your bid.** (see attached A-1) Information should include, but not limited to the following:

   A). Company
   B). Contact Person
   C). Phone Number
   D). Work Preformed
   E).Contract Term

4. **All prices** for inspections, repairs and maintenance shall include consideration for hourly rate, plus parts percentage mark up; (if applicable). Any and all additional fees should be inclusive in quote price. (Exhibit "B").

5. Vendor(s) must comply with the following:
   a) Technician(s) must be factory trained to work on all MTI equipment and must provide a copy of their Certificate of Completion showing they have completed the factory trainings and that they are certified to work on MTI systems.
   b) Must meet MTI requirements in operating, maintaining and servicing any equipment used in the facility and be able to offer (MTI) warranty for all parts and materials used.
   c) Participant(s) must have their **own account** to purchase parts and/or materials from (MTI). May **not** reference Hidalgo County Sheriff's Office, when placing orders.

6. All original billing invoices must be itemized (i.e. parts, labor, etc.) on all work performed

7. Any/all supporting documentations for travel must be submitted with all invoices.
   a. All billing for travel time must be itemized (i.e. air travel, lodging, car rental, meals, mileage etc.)
   b. **Copies of original receipts** for all travels expenses must be provided with your invoice

Unless otherwise specified, any reference to make, manufacturer and/or model used in the RFSQ specification is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

8. Vendor(s) submitting quote must use **authorized & certified service technicians and parts**.

A). Manufactured through Montgomery Technology Incorporated (MTI), Hardware and software:

1. System interface control panel boards
2. Touch screen monitor systems
3. Opening and/or closing jail door electronic locking system
4. Cameras and intercom systems programmable logic controllers
5. **All MTI parts,** products, components (equal to or better); including hardware and/or Software for system **must be Backward Compatible**), to the existing MTI system.
6. Any new technology must be able to be integrated into the existing system.
7. The following MTI parts and products listed below, but not limited too, must be available on a repair or replace basis and must be **"Backward Compatible"** to the existing system: (equal to or better)

HP Compaq computers w/software program installed by MTI	RS-422 converters	Amps
PLC 2000 Plus (102612DBI).	V-link Ethernet serial server	Camera & speaker control boards
Mux board	Graphic panel (flat push button & key pad	Control wire (20, 18, 16, 14-awg shield 2, 4, 6 pair conductor wire and/or cat 5 plenum)
Locking boards	Switches	Wire terminating devices (wire nut, spade connectors, wire connectors, terminating blocks)
Locking relays	Power supply 12-DC	And/ or any part made by MTI or for MTI use in the door control system.
Decoder boards	Backup power supplies	
Relay's	Microphones	
Graphic panel PLC processors	Speakers	
Can routers (102612DBI) network drivers	Analog audio modules	

8. All work being performed on the electronic security system must be marked and identified with tape, labels etc. (i.e. not in use, change in system, changes to the wires etc.) A copy of all changes to programs or downloading information must be copied to a USB drive provided by the Sheriff's Maintenance Shop.
9. All parts used must meet the original Manufactures specs (MTI) and/or their subsidiaries. (equal to or better)
10. **If at any time,** a part or product is no longer available or being made by the Manufacturer; a letter must be sent from the original manufacturer (MTI) or their subsidiaries; to the Sheriff's Maintenance Shop, notifying them of this matter.

B). Vendor(s) must also be available for troubleshooting via telephone.

C). Vendor(s) must be able to respond within a reasonable time for onsite repairs. **(Indicate response time on Exhibit "B" - RFSQ page.)**

1. Call Response time – on a Regular hour basis
2. Call Response time – on an Emergency hour basis

III. Terms & Conditions

1. The term of the contract will be for one (1) year with the county's option to extend for an additional one (1) year under the same rates, terms and conditions, **but in no event to exceed the $50,000.00 (per year) statutory bid limit.**

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

3. Hidalgo County has the authority to utilize state awarded contracts from its membership with their existing or new cooperatives whenever it is in the county's best interest to do so.

4. Participant must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C).

5. Hidalgo County reserves the right to hold RFSQs for a period of ninety (90) days without taking any action.

6. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

7. Hidalgo County reserves the right to reject any or all quotes submitted, to waive any/all formalities or technicalities or to accept the quote considered the best and most advantage to the County.

8. Hidalgo County reserves the right to award the quote to one or to multiple vendors if the county determines it is in the best interest to do so.

9. The contract shall remain in effect until: a) contract expires, b) delivery/completion of services ordered or c) terminated by either party with a thirty (30) day written notice prior to any cancellation.

10. After quote is awarded and low vendor(s) defaults in meeting the general instructions to vendors and/or comply with contract agreement. Hidalgo County reserves the right to seek goods and/or services from the next low vendor. In such event, County will charge the successful vendor the difference for any additional cost of such item.

11. Participant(s) agrees that to the extent an item(s) is not available from vendor(s) own inventory, Vendor(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

12. The Participant awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful participant must present evidence and submit to the County that the successful participant and the proposed subcontractor possess all necessary licenses and permits to perform the services described

herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13. **Name Brands**: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses quotes in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered

14. **All costs and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFSQ) and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

IV. Additional information

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, purchasing agent, Attention: Sandy Suarez; postal/mailing: 2812 S. Business Highway 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, March 25, 2015, by 5:00 P.M. responses to said inquiries will be sent to all applications via facsimile by no later than, Friday, March 27, 2015, by 5:00 P.M.

EXHIBIT "A-1"
HIDALGO COUNTY SHERIFF'S OFFICE
"ELECTRONIC SECURITY SYSTEM MAINTENANCE & REPAIR SERVICE"
RFSQ NO.: 2015-079-04-02-SGS

VENDOR-REFERENCES

Please list at least three (3) companies or government agencies (perferably municipalities) where the same or similar products and/or services as contained in the Specifications/requirements, were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR RFSQ

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person Name and Title: _____

Phone Number: _____ Fax Number: _____

Contract Period _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person Name and Title: _____

Phone Number: _____ Fax Number: _____

Contract Period _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person Name and Title: _____

Phone Number: _____ Fax Number: _____

Contract Period _____ Scope of Work: _____

EXHIBIT "B"
Hidalgo County Sheriff's Office
"ELECTRONIC SECURITY SYSTEM MAINTENANCE & REPAIR SERVICE"
RFSQ NO.: 2014-079-04-02-SGS

QUOTE PAGE

Repairs/maintenance should be on an hourly / time repair rate with mark up rates for parts. **Any and all additional fees should be included in RFSQ price**. (Refer to Exhibit "A" Specifications).

RATES:

1. **ELECTRONIC SYSTEM:**

   A. Technician hourly rate $_____ Regular **business hours**

   B. Technician hourly rate $_____ **After Hours, Emergencies,Weekends & Holidays**

   C. Mark Up rate for parts: _____% (if applicable)

2. **HOURS OF OPERATION: (Please indicate Time for each section)**

   - **Regular Business hours:** _____ A.M. to _____ P.M. (Monday-Friday)
   - **After Hours** (commence): _____P.M.
   - **Weekends:** _____A.M. to _____P.M.
   - **Holidays:** _____ A.M. to_____ P. M. (if applicable)

3. **WARRANTIES:** (Indicate all warranties)

   A. Warranty for parts: _____

   B. Warranty on services: _____

4. **TROUBLE SHOOTING:**

   A. Trouble Shooting (Telephone) fee per hour $_____

5. **RESPONSE TIME:** Please specify how long the response time will be, once the **initial call** has been made to the Vendor.

   A. Response time – on a Regular business hour basis: _____ hours.
   B. Response time – on an Emergency hour basis: _____hours.

6. **OTHER: When do Technician fees begin? (Please specify)**

   _____

   _____

Internal use only: Commodity Codes: 936-73

EXHIBIT "B"

Hidalgo County Sheriff's Office

"ELECTRONIC SECURITY SYSTEM MAINTENANCE & REPAIR SERVICE"

RFSQ NO.: 2014-079-04-02-SGS

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (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 (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – 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 OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's 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 Commissioner's 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"

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 05/29/2007

(Copy of receipt and this form must be submitted with bid)

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:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP or RFQ is to be subcontracted with Certified HUB sources? : _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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 the "Name" line 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
☐☐☐ - ☐☐ - ☐☐☐☐

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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 3 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, apply for a TIN and 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. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT “B”

VENDOR’S QUOTE

EXHIBIT "B"
Hidalgo County Sheriff's Office
"ELECTRONIC SECURITY SYSTEM MAINTENANCE & REPAIR SERVICE"
RFSQ NO.: 2014-079-04-02-SGS

QUOTE PAGE

Repairs/maintenance should be on an hourly / time repair rate with mark up rates for parts. **Any and all additional fees should be included in RFSQ price**. (Refer to Exhibit "A" Specifications).

RATES:

1. **ELECTRONIC SYSTEM:**

   A. Technician hourly rate $ 125 Regular **business hours**

   B. Technician hourly rate $ 150 **After Hours, Emergencies,Weekends & Holidays**

   C. Mark Up rate for parts: NA % (if applicable)

2. **HOURS OF OPERATION: (Please indicate Time for each section)**

   - **Regular Business hours:** 8 A.M. to 5 P.M. (Monday-Friday)
   - **After Hours** (commence): 5:01 P.M.
   - **Weekends:** 8 A.M. to 5 P.M.
   - **Holidays:** 8 A.M. to 5 P. M. (if applicable)

3. **WARRANTIES:** (Indicate all warranties)

   A. Warranty for parts: one (1) year

   B. Warranty on services: NA

4. **TROUBLE SHOOTING:**

   A. Trouble Shooting (Telephone) fee per hour $ 0

5. **RESPONSE TIME:** Please specify how long the response time will be, once the **initial call** has been made to the Vendor.

   A. Response time – on a Regular business hour basis: 72 hours.
   B. Response time – on an Emergency hour basis: 24 hours.

6. **OTHER: When do Technician fees begin? (Please specify)**

   One way travel time plus hours onsite

   (Traveling from Dallas, TX)

Internal use only: Commodity Codes: 936-73

EXHIBIT "B"
Hidalgo County Sheriff's Office
"ELECTRONIC SECURITY SYSTEM MAINTENANCE & REPAIR SERVICE"
RFSQ NO.: 2014-079-04-02-SGS

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Montgomery Technology Systems, LLC

ADDRESS: 23 old Stage Road

CITY/STATE/ZIP CODE: Greenville, Alabama 36037

PHONE NUMBER: 334-382-7441

E-MAIL ADDRESS: wesley@montgomerytechnology.com Wesley Davenport, Service Manager

CELLULAR NUMBERS:

FAX NUMBER: 334-382-9793

AUTHORIZED SIGNATURE:

PRINTED NAME: Patrick Skipper

TITLE: Vice President

DATE: 04/06/2015

EXHIBIT “C”

INSURANCE REQUIREMENTS

MONTT-2 OP ID: EN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Thompson Insurance, Inc. 3300 Gatsby Lane (36106) P.O. Box 11408 Montgomery, AL 36111-0408 Bobby Grubbs	CONTACT NAME: Bobby Grubbs/Edna Newcomer PHONE (A/C, No, Ext): 334-277-8970 FAX (A/C, No): 334-271-0491 E-MAIL ADDRESS: e.newcomer@thomins.com
INSURED Montgomery Technology Systems, LLC 23 Old Stage Road Greenville, AL 36037	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Burlington Insurance Company — 23620 INSURER B: Cincinnati Insurance Company — 10677 INSURER C: RSUI Indemnity Company — 22314 INSURER D: Sentry Insurance — 24988 INSURER E: Beazley Insurance Company — 37540 INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] $5000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			HGL0040248	01/01/2015	01/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 1,000 $ 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			EBA 0106545	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NHA070229	01/01/2015	01/01/2016	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			905416301	01/01/2015	01/01/2016	[X] PER STATUTE [ ] 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
E	Technology Professional Liab			V14EDE140101	02/17/2015	02/17/2016	Occ Lmt Ded	2,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Hidalgo is added as an additional insured in regard to the Commercial General Liability policy.
Cancellation Clause: 30 days written notice, except 10 days for non payment of premium.

CERTIFICATE HOLDER

HIC01ED

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert W Grubbs

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AI-48610 **Purchasing Department** **23. G. 1.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Darlene Betancourt, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation for scoring grid from assigned committee [for the purpose of ranking by CC] the two [2] firm responses received for the: RFP No: 2015-041-031-11-MEG "Collection of Delinquent Court Fees and Fines-Phased Basis":

B. Authority for the Executive Officer, Purchasing Department and Legal Counsel to negotiate a final contract with the number one (1) ranked firm of _____ for RFP NO: 2015-041-031-11-MEG "Collection of Delinquent Court Fees and Fines-Phased Basis" project.

BACKGROUND

1. Seven [7] firms/vendor requested packets;
2. Two [2] firms submitted;
3. HCCC assigned the following to grading committee:

County Judge - Yolanda Chapa/Erika Reyna
Precinct #1 - Raul Lozano
Precinct #2 - Armando Garza,Jr./Carlos Jasso
Precinct #3 - Mingo Villarreal, Jr./Dr. Mona Parras
Precinct #4 - Marcos Lopez

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Proceeds from collections will go County coffers while collection fees will be paid by defendents. County will not expend funds for the collection services othe than inital adverting costs.

Attachments

Acceptance Sheet
Participating Log
Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/23/2015 04:14 PM
Budget & Management	Veronica Ortiz	04/23/2015 04:30 PM
Manuel Chapa	Manuel Chapa	04/24/2015 08:07 AM
Auditor's Office	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Elena Gomez		Started On: 02/23/2015 11:21 AM
Final Approval Date: 04/24/2015		

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME- Hidalgo County

DESCRIPTION OF BID: - Legal Services for the Collection of (Delinquent) Court Fines & Fees-Hidalgo County

RFP OPENING DATE: MARCH 11, 2015	**RFP OPENING TIME: 9:30 A.M.**
EXTENSION DATE: APRIL 1, 2015	
RFP NO: 2015-041-03-11-MEG	**BUYER: ELENA GOMEZ**

NAME OF COMPANY	Addendum #1	ACKNOWLEDGEMENT RECEIPT
1.Perdue Brandon Felder Collins & Mott, LLP McAllen, Texas	✔	✔
2. Linebarger, Goggan Blair & Sampson, LLP Edinburg, Texas	✔	✔
3.		
4.		
5.		
6.		
7.		

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

BID OPENING DATE: MARCH 11, 2015 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: Hidalgo County Legal Services for the Collection of (Delinquent) Court Fines & Fees

BID NO: 2015-041-03-11-MEG BUYER: ELENA GOMEZ

	NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1.	Perdue, Brandon, Fielder, Collins and Mott LLP Romero Cantu rcantu@pbfcm.com	Email	Elena Gomez	02/20/15	200 S. 10th Street Suite 1500 McAllen, Texas 78501 956-631-4026 ext 136
2.	Linebarger Goggan Blair & Sampson, LLP Lucy G. Canales, Capital Partner Attn: Tito Salinas titoS@lgbs.com	Email	Elena Gomez	02/20/15	205 South Pin Oak Avenue Edinburg, Texas 78539 956-383-4500
3.	Net Gain Marketing, Inc. Amanda Miller amanda@netgain4results.com	EMR	Elena Gomez	02/24/15	577 Haddon Ave. 2nd flr. PO Box 353 Collingswood, N.J. 08108 P 267-401-4785 F 866-848-9162 TF 877-533-1680 x 708
4.	Seven Out source Christina Miller christina@sevenoutsource.com	Email	Elena Gomez	03/04/15	
5.	Prime Vendor Inc. Bids20@prime-vendor.com	Email	Elena Gomez	03/04/15	4622 Cedar Avenue Bldg. 5 suite 124 Wilmington, NC 28403 800-746-9554
6.	Transworld Systems Brian Brink Brian.brink@transworldsystems.com	Email	Elena Gomez	03/06/15	92 Morningside Dr. Grand Island NY 14072 716-570-6824
7.	Trini Ekens Partner Financial trinae@partners-mo.com	Email	Elena Gomez	03/06/15	1-800-826-1303 ext 211 403 Axminister Ferton, MO> 63026 1-800-926-1303 ext 211 314-681-5156 mobile

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

HIDALGO COUNTY
"Collection of Delinquent Court fees and fines"
RFP No. 2015-041-03-11-MEG

	Linebarger		Perdue
Evaluator 1	96		85
Evaluator 2	97		97
Evaluator 3	99		95
Evaluator 4	92		100
Evaluator 5	97		94
SCORE	481		471
AVERAGE	96.20		94.20

AI-49224 **Purchasing Department** **23. H. 1.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Elena Gomez, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole bid received as detailed in tabulation sheet contained herin meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County-"Auctioneer and Storage Services" through project No.: 2015-030-MEG

BACKGROUND

1. Current Contract expires 05/02/15;
2. 15 Bid packets requested and distributed;
3. 1 sole bid received and recommended for award by user.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

no fiscal impact, the County will not be charged for this services.

Attachments

tab sheet
Participation log
Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/17/2015 02:29 PM
Budget & Management	Veronica Ortiz	04/20/2015 10:22 AM
Glinda Pacheco	Glinda Pacheco	04/20/2015 02:11 PM
Auditor's Office	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Elena Gomez Started On: 04/08/2015 11:42 AM
Final Approval Date: 04/24/2015

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: Hidalgo County	
RFB ACCEPTANCE DATE: APRIL 08, 2015	**TIME: 9:30 A.M.**
DESCRIPTION OF RFB: "AUCTIONEER AND STORAGE SERVICES"	
RFB NO: 2015-030-04-08-MEG	

VENDORS/LOCATION	AUCTION SALE PERCENTAGE
1 **Rob Robertson Enterprises, Inc.** 3847 Parkdale San Antonio, Texas 78229	**0 % - No Charge to County**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: APRIL 08, 2015 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID: HIDALGO COUNTY
DESCRIPTION: "HIDALGO COUNTY-AUCTIONEER AND STORAGE SERVICES"
BID NO.: 2015-030-04-08-MEG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Big Valley Auto Auction Lisa Harms, Mgr, Gen. Partner lisa@bigvalleyaa.com	EM	Elena Gomez	03/23/15	4315 N Hutto Rd Donna, TX 78537 P- 956-461-9000 F-956-461-9005 956-342-3665 c
2. GDA Auction Co. of Texas Esequiel Martinez, Owner mtzasinc@yahoo.com	EM	Elena Gomez	03/23/15	3116 Ash Ave McAllen, TX 78501 P-956-630-5278 F-956-630-1502 956-454-0151 c Esequiel
3. Abrego Towing & Storage LLC Anna M. Abrego, Manager Shawna R. Abrego-Ruiz, Manager abregotowing@aol.com annaabrego@aol.com	EM	Elena Gomez	03/23/15	P O Box 3038 McAllen, TX 78502 P-956-631-4601 -956-316-1810 F-956-383-2534 C- 956-292-3284
4. Rod Robertson Auto Auctions Attn: Rod Robertson Local: Roberto Garcia (956-)383-8822 rod@rodrobertson.com local Roberto@rodrobertson.com	EM	Elena Gomez	03/23/15	1802 NW Military Hwy, Ste 100 San Antonio, TX. 78213 P-210-375-7755 F-210-375-7744 FM490 N/Hargil ½ mi of expwy
5. Texas State Auctions Attn: Floyd "Joe" Bond rgvjoe@yahoo.com	EM	Elena Gomez	03/23/15	6000 N. 36th Lane McAllen, TX. 78504 P-956-328-9109 F-630-0835
6. Lone Star Auctioneers, Inc. Attn: Anne Dalton annedalton@lonestarauctioneers.com	EM	Elena Gomez	03/23/15	4629 Mark IV Parkway Fort Worth, TX. 76016 P#817-740-9400 F#817-740-9777
7. South Texas Auto Auction & Valley Wide Auction Services Leda.vega@yahoo.com	EM	Elena Gomez	03/23/15	501 E. Nolana Pharr, TX. 78577 956-778-7525
8. Lone Star Acutioneers, Inc. annedalton@lonestarauctioneers.com	EM	Elena Gomez	03/23/15	4629 Mark IV Parkway Fort Worth, Texas 76106 817-740-9400 x 114 817-740-9777 fax
9. AMT Auction Marketing Felix Barreras	EM	Elena Gomez	03/23/15	San Antonio Texas 210-376-9267
10. VP- Business Development skranzusch@govdeals.com	EM	Elena Gomez	03/25/15	334-462-3962
11. SPlus Technologies, LLC evaldez@splustech.com	EM	Elena Gomez	03/25/15	950 Avenues S. Grand Prairie, Texas 75050 214-988-9400 ext 2229

12. Proxibid, The Finest and Divvy Nick.nickoloff@proxibid.com	EM	Elena Gomez	03/27/15	P 877-505-7770 D 402-991-4930
13. Shattuck LLC Katie Hall katie@shattuck.com as per email will not be participating 03/31/15	EM	Elena Gomez	03/30/15	512-482-0270 ext 103
14. Prime Vendor Bids20@prime-vendor.com	EM	Elena Gomez	03/30/15	4622 Cedar Avenue Bldg. 5 Suite 124 Wilmington NC 28403 P 800-746-9554 F 800-746-8307
15. Blue CAT Rentals Chuck Gomez Elisha@fronteraequipment.com	IP	Elena Gomez	04/06/15	2300 E. Exp. 83 Donna, Texas 78537 464-0123

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

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO Department Heads

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **April 8, 2015**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2015-030-04-08-MEG for **HIDALGO COUNTY "Auctioneer & Storage Services"**

We have received **sole bidder** bid in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response as soon as possible be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Sole bidder	Rod Robertson's
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: NO Budget

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Agueda Garcia	Purchasing	4/8/15

Enclosures

AI-49303 **Purchasing Department** **23. H. 2.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Elena Gomez, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of mutilple bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contracts for Request for Bid titled: Hidalgo County-"Pipes & Misc. Items 2nd round" through project No.: 2015-104-03-25-MEG

BACKGROUND

1. Contract will commence on April 30, 2015.
2. Contract document was reviewed and approved by Legal Counsel

---

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-005-0-610

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Will be funded accordingly, various account due to County Wide projects.

Attachments

Tab Sheet for Contech Eng.
Tab Sheet for L & R Precast
Recommendation Pct 3
Recommendation Mr. Sesin
CONTRACT
CONTRACT

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Darlene Betancourt	04/10/2015 04:37 PM
Budget & Management	Veronica Ortiz	04/10/2015 04:41 PM
Glinda Pacheco	Glinda Pacheco	04/16/2015 03:10 PM
Auditor's Office	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Elena Gomez Started On: 04/10/2015 01:47 PM

Final Approval Date: 04/24/2015

TABULATION SHEET
"PIPES & Miscellaneous Items" (2ND ROUND) – Hidalgo County
RFB NO. 2015-104-03-25-MEG

CATEGORY (A) – PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE Polyvinyl Chloride (PVC) NIGP CODE: 665-89	
	CONTECH ENG.
DESCRIPTION	Price
12" LF	10.57
15" LF	15.78
18"LF	22.62
24"LF	41.42
30"LF	52.58
36"LF	88.30
42" LF	N/B
48" LF	N/B

CORRUGATED STEEL STORM SEWER PIPE Corrugated Galvanized Metal Pipe (unit price includes one gasketed band connection for every 20 foot joint) NIGP CODE: 210-29	
	CONTECH ENG.
TYPE "IR"PIPE	Price
24" LF	22.14
30" LF	30.36
36" LF	40.91
42" LF	55.09
48"LF	67.65
54" LF	95.84
60" LF	106.86
66" LF	193.52
72" LF	205.13
78" LF	216.74
84"LF	228.35
90" LF	248.13
96"LF	260.17
102" LF	270.70
TYPE "I" PIPE	
54" LF	137.07
60" LF	148.68
66" LF	190.29
72" LF	201.90
78" LF	213.51
84"LF	225.12
90" LF	236.73

96"LF	249.63
102" LF	259.95
108" LF	272.85
114" LF	284.46
120" LF	296.07
126" LF	311.55
132" LF	323.16
138" LF	334.77
144" LF	423.78
TYPE "IA" PIPE	
66" LF	247.05
72" LF	262.53
78" LF	276.72
84"LF	293.49
90" LF	310.26
96"LF	328.32
102" LF	346.38
108" LF	363.15
114" LF	379.92
120" LF	423.35
126" LF	445.71
132" LF	463.88
138" LF	479.25
144" LF	653.94

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS NIGP CODE: 658-58 Only 24' foot joint	
Description	CONTECH ENG.
	Price
24" LF	N/B
30" LF	66.10
36" LF	105.05
42" LF	116.07
48" LF	123.82
54" LF	150.92
60" LF	165.50
72" LF	278.76
84" LF	417.6
96" LF	433.93

TABULATION SHEET
"PIPES & Miscellaneous Items" (2ND ROUND) – Hidalgo County
RFB NO. 2015-104-03-25-MEG

CATEGORY (B) – INLETS

INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN NO BOTTOM FLOORS **NIGP CODE 210-31**		
DESCRIPTION		L & R Price
Type "A-1" Inlet (5' x 4')	2'	858.00
	2 ½'	956.00
	3'	1038.00
	3 ½ '	1146.00
	4	1218.00
	4 ½ '	1326.00
	5	1398.00
	5 ½ '	1488.00
	6	1578.00
	6 ½ '	1686.00
	7	1758.00
	7 ½ '	1866.00
	8	1938.00
	8 ½ '	2046.00
	9	2118.00
	9 ½'	2218.00
	10	2298.00
Type "A-2" Inlet (5' x 5')	2'	955.00
	2 ½'	1075.00
	3'	1155.00
	3 ½ '	1275.00
	4	1355.00
	4 ½ '	1475.00
	5	1555.00
	5 ½ '	1675.00
	6	1755.00
	6 ½ '	1875.00
	7	1955.00
	7 ½ '	2075.00
	8	2155.00
	8 ½ '	2275.00
	9	2355.00
	9 ½'	2475.00
	10	2555.00
Type "A-3" Inlet	2'	1052.00

(5' x 6')	2 ½'	1132.00
	3'	1272.00
	3 ½ '	1404.00
	4	1492.00
	4 ½ '	1624.00
	5	1714.00
	5 ½ '	1844.00
	6	1932.00
	6 ½ '	2064.00
	7	2152.00
	7 ½ '	2284.00
	8	2372.00
	8 ½ '	2504.00
	9	2592.00
	9 ½'	2724.00
	10	2812.00
Type "A"(SPL-1) Inlet (5' x 3')	2'	913.00
	2 ½'	935.00
	3'	955.00
	3 ½ '	980.50
	4	1003.00
	4 ½ '	1025.00
	5	1048.00
	5 ½ '	1093.00
	6	1115.00
	6 ½ '	1160.50
	7	1205.50
	7 ½ '	1250.00
	8	1273.00
	8 ½ '	1295.50
	9	1700.50
	9 ½'	1723.00
	10	1745.00
Type "A-1"(SPL-1) Inlet (5' x 4')	2'	858.00
	2 ½'	959.00
	3'	1038.00
	3 ½ '	1146.00
	4	1218.00
	4 ½ '	1326.00
	5	1398.00

	5 ½ ‘	1488.00
	6	1578.00
	6 ½ ‘	1686.00
	7	1758.00
	7 ½ ‘	1866.00
	8	1938.00
	8 ½ ‘	2046.00
	9	2118.00
	9 ½’	2218.00
	10	2298.00
Type "A-2" (SPL-1) Inlet (5' x 5')	2’	955.00
	2 ½’	1075.00
	3’	1155.00
	3 ½ ‘	1275.00
	4	1355.00
	4 ½ ‘	1475.00
	5	1555.00
	5 ½ ‘	1675.00
	6	1755.00
	6 ½ ‘	1875.00
	7	1955.00
	7 ½ ‘	2075.00
	8	2155.00
	8 ½ ‘	2275.00
	9	2355.00
	9 ½’	2475.00
	10	2555.00
Type "A-3" (SPL-1) Inlet (5' x 6')	2’	1052.00
	2 ½’	1132.00
	3’	1272.00
	3 ½ ‘	1404.00
	4	1492.00
	4 ½ ‘	1624.00
	5	1714.00
	5 ½ ‘	1844.00
	6	1932.00
	6 ½ ‘	2064.00
	7	2152.00
	7 ½ ‘	2284.00
	8	2372.00

	8 ½ ‘	2504.00
	9	2594.00
	9 ½’	2724.00
	10	2812.00
Type "F" Inlet (W=3)	2’	N/B
	2 ½’	N/B
	3’	N/B
	3 ½ ‘	N/B
	4	1203.00
	4 ½ ‘	1293.00
	5	1353.00
	5 ½ ‘	1443.00
	6	1503.00
	6 ½ ‘	1565.00
	7	1653.00
	7 ½ ‘	1743.00
	8	1803.00
	8 ½ ‘	1893.00
	9	1953.00
	9 ½’	2043.00
	10	2103.00
Type "F-1" Inlet (W=4)	2’	N/B
	2 ½’	N/B
	3’	N/B
	3 ½ ‘	N/B
	4	1208.50
	4 ½ ‘	1316.50
	5	1388.50
	5 ½ ‘	1496.50
	6	1568.50
	6 ½ ‘	1676.50
	7	1748.50
	7 ½ ‘	1856.50
	8	1928.50
	8 ½ ‘	2036.50
	9	2108.50
	9 ½’	2216.50
	10	2288.50
Type "F-2" Inlet (W=5)	2’	N/B
	2 ½’	N/B

	3'	N/B
	3 ½ '	N/B
	4	1310.50
	4 ½ '	1433.50
	5	1515.50
	5 ½ '	1638.50
	6	1720.50
	6 ½ '	1843.50
	7	1925.50
	7 ½ '	2048.50
	8	2130.50
	8 ½ '	2253.50
	9	2335.50
	9 ½'	2458.50
	10	2540.50
Type "F-3" Inlet (W=6)	2'	N/B
	2 ½'	N/B
	3'	N/B
	3 ½ '	N/B
	4	1392.50
	4 ½ '	1505.00
	5	1617.50
	5 ½ '	1752.50
	6	1842.50
	6 ½ '	1955.00
	7	2067.50
	7 ½ '	2180.00
	8	2292.50
	8 ½ '	2405.00
	9	2517.50
	9 ½'	2652.50
	10	2742.50
Type "F" (SPL-1) Inlet (W=3)	2'	N/B
	2 ½'	N/B
	3'	N/B
	3 ½ '	N/B
	4	1253.00
	4 ½ '	1343.00
	5	1403.00
	5 ½ '	1493.00

	6	1553.00
	6 ½ ‘	1615.00
	7	1703.00
	7 ½ ‘	1793.00
	8	1853.00
	8 ½ ‘	1943.00
	9	2003.00
	9 ½’	2093.00
	10	2153.00
Type "F-1" (SPL-1) Inlet (W=4)	2’	N/B
	2 ½’	N/B
	3’	N/B
	3 ½ ‘	N/B
	4	1208.50
	4 ½ ‘	1316.50
	5	1388.50
	5 ½ ‘	1496.50
	6	1568.50
	6 ½ ‘	1676.50
	7	1748.50
	7 ½ ‘	1856.50
	8	1928.50
	8 ½ ‘	2036.50
	9	2108.50
	9 ½’	2216.50
	10	2288.50
Type "F-2" (SPL-1) Inlet (W=5)	2’	N/B
	2 ½’	N/B
	3’	N/B
	3 ½ ‘	N/B
	4	1310.50
	4 ½ ‘	1433.50
	5	1515.50
	5 ½ ‘	1638.50
	6	1720.50
	6 ½ ‘	1843.50
	7	1925.50
	7 ½ ‘	2048.50
	8	2130.50
	8 ½ ‘	2253.50

	9	2335.50
	9 ½'	2458.50
	10	2540.50
Type "F-3" (SPL-1) Inlet (W=6)	2'	N/B
	2 ½'	N/B
	3'	N/B
	3 ½ '	N/B
	4	1392.50
	4 ½ '	1505.00
	5	1617.50
	5 ½ '	1752.50
	6	1842.50
	6 ½ '	1955.00
	7	2067.50
	7 ½ '	2180.00
	8	2292.50
	8 ½ '	2405.00
	9	2517.50
	9 ½'	2652.50
	10	2742.50

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: Department Heads

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: March 26, 2015

RE: Approval of Specifications-Hidalgo County "PIPES"
Bid No. 2015-104-03-25-MEG

We have received **2** qualified bids in reference with the above mentioned project. We are in the process of going out for bids for the second time for those items that were not bided on. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response as soon as possible to be able to present to Commissioner's Court. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. JLK	Lowest bidder in each Category
2. Contech	" " "
3.	
4.	
5.	

Please include the budget account number(s) for the above reference project.
Budget Acct No.: 5-1200-431-00-123-005-0-610 + 721

Label 1100 fund

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Joe M. Flores	Pct #3	3/31/15

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
APR 08 2015
By

MEMORANDUM

(Department's Recommendation)

TO: Department Heads

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: March 26, 2015

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Contech Engineered Solutions, LLC	LOW BID
2. L&R Pre Cast Works, Inc.	LOW BID
3.	
4.	
5.	

Please include the budget account number(s) for the above reference project.
Budget Acct No.: Various Accts

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
PE	RAUL E. SESIN	HCDD #1	4/6/15

Enclosures

REQUIREMENTS AGREEMENT
C-15-104-04-28

THIS AGREEMENT (the "Agreement") is entered into effective as of the 28th day of April, 2015 by and between L&R Precast Concrete Works, Inc. ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Pipes & Miscellaneous items,"** (the "Product") for **HIDALGO COUNTY**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

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

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **April 30, 2015** and expire on **April 29, 2016** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

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

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

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be

construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:
L&R Precast Works, Inc.
Attention: Christopher Tamayo, Sales
3807 N. Bentson Palm Drive
Mission, Texas 78572

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. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of

being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

p. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any soverign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

L&R Precast Works, Inc.

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

March 9, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY***
"PIPES and Miscellaneous Items (ROUND 2)"
RFB No: 2015-104-03-25-MEG

Dear Participant(s):

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB, Purchasing Agent

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

TABLE OF CONTENTS

HIDALGO COUNTY
"PIPES and Miscellaneous Items ***(ROUND 2)***"
BID NO.: 2015-104-03-25-MEG

Item	Description	No. of Pages
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	16
4.	Exhibit B, Bid Page	5
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirement Agreement	8

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

March 9, 2015
Date

Bid No. 2015-104-03-25-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

Hidalgo County–"PIPES & Miscellaneous Items (ROUND 2)"

BID OPENING DATE:
March 25, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **Hidalgo County – "PIPES & Miscellaneous Items (Round 2)"** 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 Five (5) 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-2015-104-03-25-MEG -Hidalgo County – "PIPES & Miscellaneous Items(Round 2)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, March 25, 2015. 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-2015-104-03-25-MEG Hidalgo County–"PIPES & Miscellaneous Items(Round 2)".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **Hidalgo County–"PIPES & Miscellaneous Items (Round 2)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Armando Garza
Hidalgo County Precinct #2
300 West Hall Acres Rd., Suite G
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**March 25, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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

HIDALGO COUNTY
"PIPES & Miscellaneous Items (Round 2)"
BID NO.: 2015-104-03-25-MEG

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

SPECIFICATIONS AND/OR REQUIREMENTS:

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES, Inlets, Manholes & Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS
Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item is unavailable from bidder's own inventory; bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL ITEMS LISTED AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

   - Category A: Pipes
   - Category B: Inlets
   - Category C: Manholes
   - Category D: Miscellaneous

CATEGORY (A) – PIPES
CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:
Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN
The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:
Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL

This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS

This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE

This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"

This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	**GAUGE**
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

CATEGORY (A) – PIPES
REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:
All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:
The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:
The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE
This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION
This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES
Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE
Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS
All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION
Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE
This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS
All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING
Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

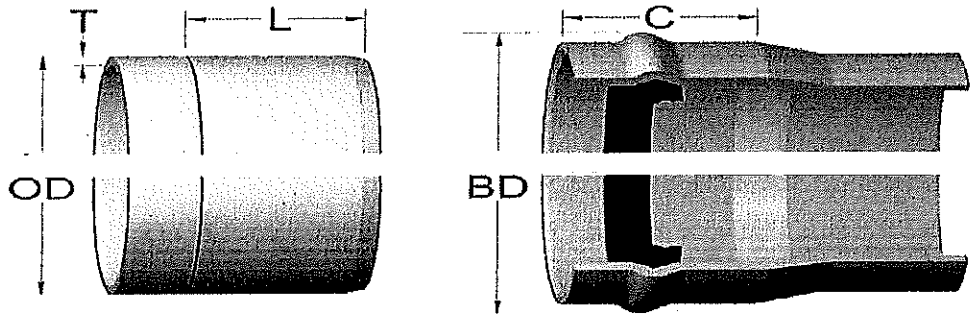
FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE

PVC gravity sewer pipe shall be made from a compound conforming to a cell classification of 12454 or 12364 as defined by ASTM D1784 and in accordance with ASTM D3034 for sizes four inch through fifteen inch. The wall thickness, when tested according to ASTM D3412, shall correspond to a dimension ratio of SDR 35 with a pipe stiffness value of 46 or SDR 26 with a pipe stiffness of 115 for heavy wall pipe. Integral bells shall incorporate locked in gaskets meeting the requirements of ASTM D3212 and F477. The pipe shall be provided in lengths of 14 feet or 20 feet as required.

ASTM D3034 GASKETED GRAVITY SEWER PIPE



NOMINAL PIPE SIZE	OUTISDE DIA. - NOM. (OD)	*APPROX. BELL DIA. (BD)	**APPROX. BELL DEPTH (C)	INSERT MARK (L)
4"	4.215	5.25	3.75	3.13
6"	6.275	7.50	4.63	4.00
8"	8.400	10.00	5.25	4.13
10"	10.500	12.25	5.88	5.13
12"	12.500	14.25	6.50	5.38
15"	15.300	17.25	7.75	7.38

NOMINAL PIPE SIZE	SDR 35 (T)	SDR 26 (T)
4"	.120	.162
6"	.180	.241
8"	.240	.323
10"	.300	.404
12"	.360	.481
15"	.437	.588

HIGH PERFRORMANCE (HP) POLYPROPYLENE STORM PIPE

1.0 SCOPE:
This specification includes materials and test methods for 12 to 60 inch diameter HP Polypropylene Pipe. The requirements of this specification are intended to provide pipe and fittings suitable for underground use in gravity-flow applications such as storm sewers, drainage and under-drains.

2.0 PIPE:
12 to 30 inch HP Polypropylene Pipe shall have a smooth interior and annular exterior corrugation and are required to meet or exceed ASTM F2736 and AASHTO M330. 36 to 60 inch pipe shall have a smooth interior and annular exterior corrugations and are required to meet or exceed ASTM F2881 and AASHTO M330. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects.

3.0 FITTINGS:
Fittings shall conform to ASTM F2736, ASTM F2881 and AASHTO M330, for the respective diameters. Bell & spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477. Bell & spigot fittings joint shall meet the watertight joint performance requirements of ASTM D3212. Corrugated couplings shall be split collar, engaging at least 2 full corrugations.

4.0 JOINTS:
HP Polypropylene Pipe shall be joined with a gasketed integral bell & spigot joint meeting the requirements of ASTM F2736 or F2881, for the respective diameters.

HP Polypropylene Pipe shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477. Gasket shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

HP Polypropylene Pipe shall have a reinforced bell with a polymer composite band installed by the manufacturer.

5.0 MATERIAL PROPERTIES:
Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2736, Section 4, ASTM F2881, Section 5 and AASHTO M330, Section 6.1, for the respective diameters.

6.0 INSTALLATION:
Installation shall be in accordance with ASTM D2321, manufacturers recommended installation guidelines and plan specifications.

7.0 PIPE DIMENSIONS:

Nominal Pipe I.D. in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Average Pipe I.D. In (mm)	12.1 (307)	14.9 (378)	18.0 (457)	24.1 (612)	30.1 (765)	35.7 (907)	41.8 (1062)	47.3 (1201)	59.3 (1506)
Average Pipe O.D. in (mm)	14.5 (368)	17.6 (447)	21.2 (538)	28.0 (711)	35.4 (899)	41.1 (1044)	47.2 (1199)	53.8 (1367)	66.5 (1689)
Minimum Pipe Stiffness * @ 5% Deflection* #/in./in. (kN/m^2)	75 (520)	60 (411)	56 (385)	50 (343)	46 (320)	40 (275)	35 (240)	35 (240)	30 (205)

HIGH DENSITY POLYETHYLENE PIPE (HDPE)

SCOPE

This specification describes 4- through 60 inch (100 to 1500 mm) HDPE pipe (per ASTM F2648) for use in gravity-flow land drainage applications.

PIPE Requirements

HDPE pipe (per ASTM F2648) shall have a smooth interior and annular exterior corrugations.

- 4-through 60 inch (100 to 1500 mm) shall meet ASTM F2648
- Manning's "n" value for use in design shall be 0.012

Joint Performance:

Pipe shall be joined using a bell & spigot joint meeting ASTM F2648. The joint shall be soil-tight and gaskets, when applicable, shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

Fittings

Fittings shall conform to ASTM F 2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of ASTM F 2306.

Material Properties

Material for pipe production shall be an engineered compound of virgin and recycled high density polyethylene conforming with the minimum requirements of cell classification 424420C (ESCR Test Condition B) for 4-through 10 inch (100 to 250 mm) diameters, and 435420C (ESCR Test Condition B) for 12 through 60 inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material and installation requirements for a given application.

Installation

Installation shall be in accordance with ASTM D2321 and manufacturers published installation guidelines, with the exception that minimum cover in trafficked areas for 4-through 48 inch (100 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60 inch (1500 mm) diameters, the minimum cover shall be 2 ft. (0.6 mm) in single run applications. Backfill for minimum fill heights depend on embedment material and compaction level; Please refer to manufactures guide lines.

Pipe I.D In mm	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D. * In mm	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)
Perforations	All diameters availability with or without perforation												

*Pipe O.D. values ar provided for reference purposes only. Values stated for 12 through 60 inch are +/- 1 inch.

TERMS & CONDITIONS:

1. The contract term will be for a period of one (1) year period with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

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

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or Technicalities, or to accept the bid considered the best and most advantageous to the County.

6. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

7. 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 service ordered,
   (c) Terminated by County with thirty (30) days written notice prior to cancellation.

8. It is understood and agreed that in case Hidalgo County should need "any items listed" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.

9. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or compiling with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost to such item.

10. Hidalgo County reserves the right to seek purchases from State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.

11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

12. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

13. Bidder(s) agree that to the extent an item(s) in unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

14. Unit prices quoted shall remain firm for the period of the contract and shall include the cost of Shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the

County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Elena Gomez. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail elena.gomez@co.hidalgo.tx.us no later than, Tuesday, March 17, 2015 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, March 20, 2015.

EXHIBIT "B" – BID PAGE
Hidalgo County
"PIPES & Miscellaneous Items (Round 2)"
RFB NO. 2015-104-03-25-MEG

CATEGORY (A) – PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE **NIGP CODE: 665-89** Polyvinyl Chloride (PVC)	
DESCRIPTION	PRICE
12" LF	
15" LF	
18" LF	
24" LF	
30" LF	
36" LF	
42" LF	
48" LF	

CORRUGATED STEEL STORM SEWER PIPE **NIGP CODE: 210-29** - Corrugated Galvanized Metal Pipe **(UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)**			
DIAMETER	TYPE "IR"PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE
12" LF			
15" LF			
18" LF			
24" LF			
30" LF			
36" LF			
42" LF			
54" LF			
60" LF			
66" LF			
72" LF			
78" LF			
84" LF			
90" LF			
96" LF			
102" LF			
108" LF			
114"LF			
120" LF			
126" LF			
132" LF			
138" LF			
144" LF			

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS NIGP CODE: 658-58	
Description	Price
24" LF	
30" LF	
36"LF	
42" LF	
48"LF	
54" LF	
60"LF	
72"LF	
84" LF	
96" LF	

EXHIBIT "B" – BID PAGE
Hidalgo County
"PIPES & Miscellaneous Items (Round 2)"
RFB NO. 2015-104-03-25-MEG

AWWA C905 PVC PLASTIC WATER PIPE **NIGP CODE 658-56** PLASTIC PIPES **OR** **658-60** PVC PIPES					
DESCRIPTION	DR 18 PRICE	DR 25 PRICE	DR 32.5 PRICE	DR 41 PRICE	DR 51 PRICE
14" LF					
16" LF					
18" LF					
24"LF					
30" LF					
36" LF					
42" LF					
48" LF					

HIGH DESTINY POLYETHYLENE PIPE (HDPE) NIGP CODE: 658-58 Polyethylene Pipe And Fitting	
DESCRIPTION	PRICE
4" LF	
6" LF	
10"LF	

PLUMBING PIPES – 20 FOOT SECTIONS NIGP CODE 967-60				
PVC	**PRICE**		**COPPER**	**PRICE**
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

CATEGORY (B) – INLETS
NIGP CODE 210-31
INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN NO BOTTOM FLOORS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
Type "A-1" Inlet (5' x 4')																	
Type "A-2" Inlet (5' x 5')																	
Type "A-3" Inlet (5' x 6')																	
Type "A" (SPL-1) Inlet (5' x 3')																	
Type "A-1" (SPL-1) Inlet (5' x 4')																	
Type "A-2" (SPL-1) Inlet (5' x 5')																	
Type "A-3" (SPL-1) Inlet (5' x 6')																	
Type "F" Inlet (W=3')																	
Type "F-1" Inlet (W=4')																	
Type "F-2" Inlet (W=5')																	
Type "F-3" Inlet (W=6')																	
Type "F" (SPL-1) Inlet (W=3')																	
Type "F-1" (SPL-1) Inlet (W=4')																	
Type "F-2" (SPL-1) Inlet (W=5')																	
Type "F-3" (SPL-1) Inlet (W=6')																	

CATEGORY (D) – MISCELLANEOUS

DESCRIPTION	PRICE
STEEL PIPE CASING WITH SPACERS	
4" LF	
6"LF	
12" LF	
16" LF	
24" LF	
PVC SCHEDULE 40	
1.5" LF	
0.75"LF	
0.5"LF	

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE No: _____ FAX No: _____ CELL № _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

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- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
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 (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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 the "Name" line 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
☐☐☐ - ☐☐ - ☐☐☐☐

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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 3 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, apply for a TIN and 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. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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.

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

March 9, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY***
"PIPES and Miscellaneous Items (ROUND 2)"
RFB No: 2015-104-03-25-MEG

Dear Participant(s):

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB, Purchasing Agent

Enclosures

EXHIBIT "B"

BID PAGE

CATEGORY (A) – PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE NIGP CODE: 665-89 Polyvinyl Chloride (PVC)	
DESCRIPTION	PRICE
12" LF	
15" LF	
18" LF	
24" LF	No Bid
30" LF	
36" LF	
42" LF	
48" LF	

CORRUGATED STEEL STORM SEWER PIPE NIGP CODE: 210-29 - Corrugated Galvanized Metal Pipe (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)			
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE
12" LF			
15" LF			
18" LF			
24" LF			
30" LF			
36" LF			
42" LF			
54" LF	No Bid	No Bid	No Bid
60" LF			
66" LF			
72" LF			
78" LF			
84" LF			
90" LF			
96" LF			
102" LF			
108" LF			
114"LF			
120" LF			
126" LF			
132" LF			
138" LF			
144" LF			

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS NIGP CODE: 658-58	
Description	Price
24" LF	
30" LF	
36"LF	
42" LF	No Bid
48"LF	
54" LF	
60"LF	
72"LF	
84" LF	
96" LF	

EXHIBIT "B" – BID PAGE
Hidalgo County
"PIPES & Miscellaneous Items (Round 2)"
RFB NO. 2015-104-03-25-MEG

AWWA C905 PVC PLASTIC WATER PIPE NIGP CODE 658-56 PLASTIC PIPES OR 658-60 PVC PIPES					
DESCRIPTION	DR 18 PRICE	DR 25 PRICE	DR 32.5 PRICE	DR 41 PRICE	DR 51 PRICE
14" LF					
16" LF	No Bid	No Bid	No Bid	No Bid	No Bid
18" LF					
24"LF					
30" LF					
36" LF					
42" LF					
48" LF					

HIGH DESTINY POLYETHYLENE PIPE (HDPE) NIGP CODE: 658-58 Polyethylene Pipe And Fitting	
DESCRIPTION	PRICE
4" LF	No Bid
6" LF	
10"LF	

PLUMBING PIPES – 20 FOOT SECTIONS NIGP CODE 967-60				
PVC	PRICE		COPPER	PRICE
½"			½"	No Bid
1 ½"	No Bid		¾"	
2"				
3"				
4"				

EXHIBIT "B" – BID PAGE
Hidalgo County
"PIPES & Miscellaneous Items (Round 2)"
RFB NO. 2015-104-03-25-MEG

CATEGORY (B) – INLETS
NIGP CODE 210-31
INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN NO BOTTOM FLOORS

	DESCRIPTION	PRICE																
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
		2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
1	Type "A-1" Inlet (5' x 4')																	
2	Type "A-2" Inlet (5' x 5')																	
3	Type "A-3" Inlet (5' x 6')																	
4	Type "A" (SPL-1) Inlet (5' x 3')																	
5	Type "A-1" (SPL-1) Inlet (5' x 4')																	
6	Type "A-2" (SPL-1) Inlet (5' x 5')																	
7	Type "A-3" (SPL-1) Inlet (5' x 6')																	
8	Type "F" Inlet (W=3')																	
9	Type "F-1" Inlet (W=4')																	
10	Type "F-2" Inlet (W=5')																	
11	Type "F-3" Inlet (W=6')																	
12	Type "F" (SPL-1) Inlet (W=3')																	
13	Type "F-1" (SPL-1) Inlet (W=4')																	
14	Type "F-2" (SPL-1) Inlet (W=5')																	
15	Type "F-3" (SPL-1) Inlet (W=6')																	

See Attached Copies

L&R PRECAST CONCRETE WORKS, INC.

3807 N Bentsen Palm Drive
Mission, TX 78574
E-mail: lrprecast1@aol.com
Phone: (956)-583-6293
Fax: (956)-424-1099

Quote 3413

Name / Address
ALL BIDDERS

Date	3/23/2015
Bid Date	03/25/2015
Bid Time	9:30 AM
Project	~~PIPES~~ & MISCELLANOUS ITEMS #2
Owner	HIDALGO COUNTY
Engineer	HIDALGO COUNTY

L&R Precast Concrete Works, Inc, is pleased to provide you with the following materials quote for the reference project. We are hereby submitting this proposal for your consideration.

Qty	Description	Price	Size	Total
1	TYPE "A-1" INLET COMPLETE NO FLOOR	858.00	5'X4'X2'	858.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	956.00	5'X4'X2'6"	956.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	1,038.00	5'X4'X3'	1,038.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	1,146.00	5'X4'X3'6"	1,146.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	1,218.00	5'X4'X4'	1,218.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	1,326.00	5'X4'X4'6"	1,326.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	1,398.00	5'X4'X5'	1,398.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	1,488.00	5'X4'X5'6"	1,488.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	1,578.00	5'X4'X6'	1,578.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	1,686.00	5'X4'X6'6"	1,686.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	1,758.00	5'X4'X7'	1,758.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	1,866.00	5'X4'X7'6"	1,866.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	1,938.00	5'X4'X8'	1,938.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	2,046.00	5'X4'X8'6"	2,046.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	2,118.00	5'X4'X9'	2,118.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	2,218.00	5'X4'X9'6"	2,218.00T
1	TYPE "A-1" INLET COMPLETE NO FLOOR	2,298.00	5'X4'X10'	2,298.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	955.00	5'X5'X2'	955.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	1,075.00	5'X5'X2'6"	1,075.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	1,155.00	5'X5'X3'	1,155.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	1,275.00	5'X5'X3'6"	1,275.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	1,355.00	5'X5'X4'	1,355.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	1,475.00	5'X5'X4'6"	1,475.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	1,555.00	5'X5'X5'	1,555.00T

Subtotal **Sales Tax (0.00)** **Total**

BY SIGNING THIS PRICE QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS:

Sales Rep.Signature CTama

OPENED MAR 25 2015 9:45am Witnessed

Signature acceptance:_____
Name:_____
Title:_____

Date:_____
JOB #:_____
PO #:_____

TERMS AND CONDITIONS

1.- Payments are due on Net 10th.
2.- Concrete products are FOB unloaded by customer at project site.
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5.- We reserve the right to modify this bid and match pricing quoted by any competitor.
6.- In order for us to provide you with a complete materials quote, do not rely solely on the quantities and descriptions as provided on this quote but compare our data to yours and notify us any discrepancies. We will promptly revise our price quotation to include the product that you require and return to you.
7.- Scheduling of products that appear on this quote will not begin until we receive the job information sheet and the signed acceptance portion of this quote at our office by fax, at 956-424-1099

L&R PRECAST CONCRETE WORKS, INC.

3807 N Bentsen Palm Drive
Mission, TX 78574
E-mail: lrprecast1@aol.com
Phone: (956)-583-6293
Fax: (956)-424-1099

Quote 3413

Name / Address
ALL BIDDERS

Date	3/23/2015
Bid Date	03/25/2015
Bid Time	9:30 AM
Project	PIPES & MISCELLANOUS ITEMS #2
Owner	HIDALGO COUNTY
Engineer	HIDALGO COUNTY

L&R Precast Concrete Works, Inc, is pleased to provide you with the following materials quote for the reference project. We are hereby submitting this proposal for your consideration.

Qty	Description	Price	Size	Total
1	TYPE "A-2" INLET COMPLETE NO FLOOR	1,675.00	5'X5'X5'6"	1,675.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	1,755.00	5'X5'X6'	1,755.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	1,875.00	5'X5'X6'6"	1,875.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	1,955.00	5'X5'X7'	1,955.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	2,075.00	5'X5'X7'6"	2,075.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	2,155.00	5'X5'X8'	2,155.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	2,275.00	5'X5'X8'6"	2,275.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	2,355.00	5'X5'X9'	2,355.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	2,475.00	5'X5'X9'6"	2,475.00T
1	TYPE "A-2" INLET COMPLETE NO FLOOR	2,555.00	5'X5'X10'	2,555.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	1,052.00	5'X6'X2'	1,052.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	1,132.00	5'X6'X2'6"	1,132.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	1,272.00	5'X6'X3'	1,272.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	1,404.00	5'X6'X3'6"	1,404.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	1,492.00	5'X6'X4'	1,492.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	1,624.00	5'X6'X4'6"	1,624.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	1,714.00	5'X6'X5'	1,714.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	1,844.00	5'X6'X5'6"	1,844.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	1,932.00	5'X6'X6'	1,932.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	2,064.00	5'X6'X6'6"	2,064.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	2,152.00	5'X6'X7'	2,152.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	2,284.00	5'X6'X7'6"	2,284.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	2,372.00	5'X6'X8'	2,372.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	2,504.00	5'X6'X8'6"	2,504.00T

Subtotal **Sales Tax (0.00)** **Total**

BY SIGNING THIS PRICE QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS:

Sales Rep.Signature CTama

Signature acceptance:_____
Name:_____
Title:_____

Date:_____
JOB #:_____
PO #:_____

OPENED MAR 25 2015 9:45 AM Witnessed

TERMS AND CONDITIONS

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L&R PRECAST
CONCRETE WORKS, INC.

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Quote 3413

Date	3/23/2015
Bid Date	03/25/2015
Bid Time	9:30 AM
Project	PIPES & MISCELLANOUS ITEMS #2
Owner	HIDALGO COUNTY
Engineer	HIDALGO COUNTY

Name / Address
ALL BIDDERS

L&R Precast Concrete Works, Inc, is pleased to provide you with the following materials quote for the reference project. We are hereby submitting this proposal for your consideration.

Qty	Description	Price	Size	Total
1	TYPE "A-3" INLET COMPLETE NO FLOOR	2,592.00	5'X6'X9'	2,592.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	2,724.00	5'X6'X9'6"	2,724.00T
1	TYPE "A-3" INLET COMPLETE NO FLOOR	2,812.00	5'X6'X10'	2,812.00T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	913.00	5'X3'X2'	913.00T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	935.00	5'X3'X2'6"	935.00T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	955.00	5'X3'X3'	955.00T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	980.50	5'X3'X3'6"	980.50T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	1,003.00	5'X3'X4'	1,003.00T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	1,025.50	5'X3'X4'6"	1,025.50T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	1,048.00	5'X3'X5'	1,048.00T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	1,093.00	5'X3'X5'6"	1,093.00T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	1,115.50	5'X3'X6'	1,115.50T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	1,160.50	5'X3'X6'6"	1,160.50T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	1,205.50	5'X3'X7'	1,205.50T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	1,250.50	5'X3'X7'6"	1,250.50T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	1,273.00	5'X3'X8'	1,273.00T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	1,295.50	5'X3'X8'6"	1,295.50T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	1,700.50	5'X3'X9'	1,700.50T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	1,723.00	5'X3'X9'6"	1,723.00T
1	TYPE "A" (SPL-1) INLET COMPLETE NO FLOOR	1,745.50	5'X3'X10'	1,745.50T
1	TYPE "A-1" (SPL-1) INLET COMPLETE NO FLOOR	858.00	5'X4'X2'	858.00T
1	TYPE "A-1" (SPL-1) INLET COMPLETE NO FLOOR	959.00	5'X4'X2'6"	959.00T
1	TYPE "A-1" (SPL-1) INLET COMPLETE NO FLOOR	1,038.00	5'X4'X3'	1,038.00T
1	TYPE "A-1" (SPL-1) INLET COMPLETE NO FLOOR	1,146.00	5'X4'X3'6"	1,146.00T

Subtotal **Sales Tax (0.00)** **Total**

BY SIGNING THIS PRICE QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS:

Sales Rep.Signature C Tama

OPENED MAR 25 2015 9:45am witnessed

Signature acceptance:_____
Name:_____
Title:_____

Date:_____
JOB #:_____
PO #:_____

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Name / Address
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1	TYPE "A-1" (SPL-1) INLET COMPLETE NO FLOOR	1,398.00	5'X4'X5'	1,398.00T
1	TYPE "A-1" (SPL-1) INLET COMPLETE NO FLOOR	1,488.00	5'X4'X5'6"	1,488.00T
1	TYPE "A-1" (SPL-1) INLET COMPLETE NO FLOOR	1,578.00	5'X4'X6'	1,578.00T
1	TYPE "A-1" (SPL-1) INLET COMPLETE NO FLOOR	1,686.00	5'X4'X6'6"	1,686.00T
1	TYPE "A-1" (SPL-1) INLET COMPLETE NO FLOOR	1,758.00	5'X4'X7'	1,758.00T
1	TYPE "A-1" (SPL-1) INLET COMPLETE NO FLOOR	1,866.00	5'X4'X7'6"	1,866.00T
1	TYPE "A-1" (SPL-1) INLET COMPLETE NO FLOOR	1,938.00	5'X4'X8'	1,938.00T
1	TYPE "A-1" (SPL-1) INLET COMPLETE NO FLOOR	2,046.00	5'X4'X8'6"	2,046.00T
1	TYPE "A-1" (SPL-1) INLET COMPLETE NO FLOOR	2,118.00	5'X4'X9'	2,118.00T
1	TYPE "A-1" (SPL-1) INLET COMPLETE NO FLOOR	2,218.00	5'X4'X9'6"	2,218.00T
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1	TYPE "A-2" (SPL-1) INLET COMPLETE NO FLOOR	1,075.00	5'X5'X2'6"	1,075.00T
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1	TYPE "A-2" (SPL-1) INLET COMPLETE NO FLOOR	1,275.00	5'X5'X3'6"	1,275.00T
1	TYPE "A-2" (SPL-1) INLET COMPLETE NO FLOOR	1,355.00	5'X5'X4'	1,355.00T
1	TYPE "A-2" (SPL-1) INLET COMPLETE NO FLOOR	1,475.00	5'X5'X4'6"	1,475.00T
1	TYPE "A-2" (SPL-1) INLET COMPLETE NO FLOOR	1,555.00	5'X5'X5'	1,555.00T
1	TYPE "A-2" (SPL-1) INLET COMPLETE NO FLOOR	1,675.00	5'X5'X5'6"	1,675.00T
1	TYPE "A-2" (SPL-1) INLET COMPLETE NO FLOOR	1,755.00	5'X5'X6'	1,755.00T
1	TYPE "A-2" (SPL-1) INLET COMPLETE NO FLOOR	1,875.00	5'X5'X6'6"	1,875.00T
1	TYPE "A-2" (SPL-1) INLET COMPLETE NO FLOOR	1,955.00	5'X5'X7'	1,955.00T

Subtotal **Sales Tax (0.00)** **Total**

BY SIGNING THIS PRICE QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS:

Sales Rep.Signature C.Tama

OPENED MAR 25 2015 9:45 am

Signature acceptance:_____
Name:_____
Title:_____

Date:_____
JOB #:_____
PO #:_____

Witnessed

TERMS AND CONDITIONS

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7.- Scheduling of products that appear on this quote will not begin until we receive the job information sheet and the signed acceptance portion of this quote at our office by fax, at 956-424-1099

L&R PRECAST
CONCRETE WORKS, INC.

3807 N Bentsen Palm Drive
Mission, TX 78574
E-mail: lrprecast1@aol.com
Phone: (956)-583-6293
Fax: (956)-424-1099

Quote 3413

Name / Address
ALL BIDDERS

Date	3/23/2015
Bid Date	03/25/2015
Bid Time	9:30 AM
Project	~~PIPES~~ & MISCELLANOUS ITEMS #2
Owner	HIDALGO COUNTY
Engineer	HIDALGO COUNTY

L&R Precast Concrete Works, Inc, is pleased to provide you with the following materials quote for the reference project. We are hereby submitting this proposal for your consideration.

Qty	Description	Price	Size	Total
1	TYPE "A-2" (SPL-1) INLET COMPLETE NO FLOOR	2,075.00	5'X5'X7'6"	2,075.00T
1	TYPE "A-2" (SPL-1) INLET COMPLETE NO FLOOR	2,155.00	5'X5'X8'	2,155.00T
1	TYPE "A-2" (SPL-1) INLET COMPLETE NO FLOOR	2,275.00	5'X5'X8'8"	2,275.00T
1	TYPE "A-2" (SPL-1) INLET COMPLETE NO FLOOR	2,355.00	5'X5'X9'	2,355.00T
1	TYPE "A-2" (SPL-1) INLET COMPLETE NO FLOOR	2,475.00	5'X5'X9'6"	2,475.00T
1	TYPE "A-2" (SPL-1) INLET COMPLETE NO FLOOR	2,555.00	5'X5'X10'	2,555.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	1,052.00	5'X6'X2'	1,052.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	1,132.00	5'X6'X2'6"	1,132.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	1,272.00	5'X6'X3'	1,272.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	1,404.00	5'X6'X3'6"	1,404.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	1,492.00	5'X6'X4'	1,492.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	1,624.00	5'X6'X4'6"	1,624.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	1,714.00	5'X6'X5'	1,714.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	1,844.00	5'X6'X5'6"	1,844.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	1,932.00	5'X6'X6'	1,932.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	2,064.00	5'X6'X6'6"	2,064.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	2,152.00	5'X6'X7'	2,152.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	2,284.00	5'X6'X7'6"	2,284.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	2,372.00	5'X6'X8'	2,372.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	2,504.00	5'X6'X8'6"	2,504.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	2,594.00	5'X6'X9'	2,594.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	2,724.00	5'X6'X9'6"	2,724.00T
1	TYPE "A-3" (SPL-1) INLET COMPLETE NO FLOOR	2,812.00	5'X6'X10'	2,812.00T

Subtotal **Sales Tax (0.00)** **Total**

BY SIGNING THIS PRICE QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS:

Sales Rep.Signature CTama

OPENED MAR 2 E 2015 9:45 AM Witnessed

Signature acceptance:_____
Name:_____
Title:_____

Date:_____
JOB #:_____
PO #:_____

TERMS AND CONDITIONS

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Phone: (956)-583-6293
Fax: (956)-424-1099

Quote 3413

Name / Address
ALL BIDDERS

Date	3/23/2015
Bid Date	03/25/2015
Bid Time	9:30 AM
Project	PIPES & MISCELLANOUS ITEMS #2
Owner	HIDALGO COUNTY
Engineer	HIDALGO COUNTY

L&R Precast Concrete Works, Inc, is pleased to provide you with the following materials quote for the reference project. We are hereby submitting this proposal for your consideration.

Qty	Description	Price	Size	Total
1	TYPE "F" INLET COMPLETE NO FLOOR	0.00	5'X3'X2' NO BID	0.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	0.00	5'X3'X2'6" NO BID	0.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	0.00	5'X3'X3' NO BID	0.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	0.00	5'X3'X3'6" NO BID	0.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	1,203.00	5'X3'X4'	1,203.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	1,293.00	5'X3'X4'6"	1,293.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	1,353.00	5'X3'X5'	1,353.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	1,443.00	5'X3'X5'6"	1,443.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	1,503.00	5'X3'X6'	1,503.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	1,565.00	5'X3'X6'6"	1,565.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	1,653.00	5'X3'X7'	1,653.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	1,743.00	5'X3'X7'6"	1,743.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	1,803.00	5'X3'X8'	1,803.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	1,893.00	5'X3'X8'6"	1,893.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	1,953.00	5'X3'X9'	1,953.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	2,043.00	5'X3'X9'6"	2,043.00T
1	TYPE "F" INLET COMPLETE NO FLOOR	2,103.00	5'X3'X10'	2,103.00T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	0.00	5'X4'X2' NO BID	0.00T

Subtotal **Sales Tax (0.00)** **Total**

BY SIGNING THIS PRICE QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS:

Sales Rep.Signature C Tama

OPENED MAR 25 2015 9:45am Witnessed

Signature acceptance:_____
Name:_____
Title:_____

Date:_____
JOB #:_____
PO #:_____

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Phone: (956)-583-6293
Fax: (956)-424-1099

Quote 3413

Name / Address
ALL BIDDERS

Date	3/23/2015
Bid Date	03/25/2015
Bid Time	9:30 AM
Project	~~PIPES~~ & MISCELLANOUS ITEMS #2
Owner	HIDALGO COUNTY
Engineer	HIDALGO COUNTY

L&R Precast Concrete Works, Inc, is pleased to provide you with the following materials quote for the reference project. We are hereby submitting this proposal for your consideration.

Qty	Description	Price	Size	Total
1	TYPE "F-1" INLET COMPLETE NO FLOOR	0.00	5'X4'X2'6 NO BID	0.00T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	0.00	5'X4'X3' NO BID	0.00T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	0.00	5'X4'X3'6 NO BID	0.00T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	1,208.50	5'X4'X4'	1,208.50T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	1,316.50	5'X4'X4'6"	1,316.50T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	1,388.50	5'X4'X5'	1,388.50T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	1,496.50	5'X4'X5'6"	1,496.50T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	1,568.50	5'X4'X6'	1,568.50T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	1,676.50	5'X4'X6'6"	1,676.50T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	1,748.50	5'X4'X7'	1,748.50T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	1,856.50	5'X4'X7'6"	1,856.50T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	1,928.50	5'X4'X8'	1,928.50T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	2,036.50	5'X4'X8'6"	2,036.50T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	2,108.50	5'X4'X9'	2,108.50T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	2,216.50	5'X4'X9'6"	2,216.50T
1	TYPE "F-1" INLET COMPLETE NO FLOOR	2,288.50	5'X4'X10'	2,288.50T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	0.00	5'X5'X2' NO BID	0.00T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	0.00	5'X5'X2'6" NO BID	0.00T

Subtotal **Sales Tax (0.00)** **Total**

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Sales Rep.Signature CTama

Signature acceptance:_____
Name:_____
Title:_____

Date:_____
JOB #:_____
PO #:_____

OPENED MAR 25 2015 9:45 AM Witnessed

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Mission, TX 78574
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Phone: (956)-583-6293
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Quote 3413

Date	3/23/2015
Bid Date	03/25/2015
Bid Time	9:30 AM
Project	~~PIPES~~ & MISCELLANOUS ITEMS #2
Owner	HIDALGO COUNTY
Engineer	HIDALGO COUNTY

Name / Address
ALL BIDDERS

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Qty	Description	Price	Size	Total
1	TYPE "F-2" INLET COMPLETE NO FLOOR	0.00	5'X5'X3' NO BID	0.00T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	0.00	5'X5'X3'6" NO BID	0.00T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	1,310.50	5'X5'X4'	1,310.50T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	1,433.50	5'X5'X4'6"	1,433.50T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	1,515.50	5'X5'X5'	1,515.50T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	1,638.50	5'X5'X5'6"	1,638.50T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	1,720.50	5'X5'X6'	1,720.50T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	1,843.50	5'X5'X6'6"	1,843.50T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	1,925.50	5'X5'X7'	1,925.50T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	2,048.50	5'X5'X7'6"	2,048.50T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	2,130.50	5'X5'X8'	2,130.50T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	2,253.50	5'X5'X8'6"	2,253.50T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	2,335.50	5'X5'X9'	2,335.50T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	2,458.50	5'X5'X9'6"	2,458.50T
1	TYPE "F-2" INLET COMPLETE NO FLOOR	2,540.50	5'X5'X10'	2,540.50T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	0.00	5'x6'x2' NO BID	0.00T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	0.00	5'x6'x2'6" NO BID	0.00T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	0.00	5'x6'x3' NO BID	0.00T

Subtotal **Sales Tax (0.00)** **Total**

BY SIGNING THIS PRICE QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS:

Sales Rep.Signature CTama

ORIGINAL MAR 25 2015

Signature acceptance:_____
Name:_____
Title:_____

Date:_____
JOB #:_____
PO #:_____

9:45am Witnessed

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Quote 3413

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Bid Date	03/25/2015
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Project	~~PIPES~~ & MISCELLANOUS ITEMS #2
Owner	HIDALGO COUNTY
Engineer	HIDALGO COUNTY

Name / Address
ALL BIDDERS

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Qty	Description	Price	Size		Total
1	TYPE "F-3" INLET COMPLETE NO FLOOR	0.00	5'x6'x3'6" NO BID		0.00T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	1,392.50	5'x6'x4'		1,392.50T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	1,505.00	5'x6'x4'6"		1,505.00T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	1,617.50	5'x6'x5'		1,617.50T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	1,752.50	5'x6'x5'6"		1,752.50T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	1,842.50	5'x6'x6'		1,842.50T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	1,955.00	5'x6'x6'6"		1,955.00T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	2,067.50	5'x6'x7'		2,067.50T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	2,180.00	5'x6'x7'6"		2,180.00T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	2,292.50	5'x6'x8'		2,292.50T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	2,405.00	5'x6'x8'6"		2,405.00T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	2,517.50	5'x6'x9'		2,517.50T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	2,652.50	5'x6'x9'6"		2,652.50T
1	TYPE "F-3" INLET COMPLETE NO FLOOR	2,742.50	5'x6'x10'		2,742.50T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	0.00	5'X3'X2'	NO BID	0.00T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	0.00	5'X3'X2'6"	NO BID	0.00T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	0.00	5'X3'X3'	NO BID	0.00T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	0.00	5'X3'X3'6"	NO BID	0.00T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	1,253.00	5'X3'X4'		1,253.00T

Subtotal **Sales Tax (0.00)** **Total**

BY SIGNING THIS PRICE QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS:

Sales Rep.Signature C.Tama

Signature acceptance:_____
Name:_____
Title:_____

Date:_____
JOB #:_____
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OPENED MAR 25 2015 9:45am Witnessed

TERMS AND CONDITIONS

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Quote 3413

Date	3/23/2015
Bid Date	03/25/2015
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Owner	HIDALGO COUNTY
Engineer	HIDALGO COUNTY

Name / Address
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Qty	Description	Price	Size	Total
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	1,343.00	5'X3'X4'6"	1,343.00T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	1,403.00	5'X3'X5'	1,403.00T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	1,493.00	5'X3'X5'6"	1,493.00T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	1,553.00	5'X3'X6'	1,553.00T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	1,615.00	5'X3'X6'6"	1,615.00T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	1,703.00	5'X3'X7'	1,703.00T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	1,793.00	5'X3'X7'6"	1,793.00T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	1,853.00	5'X3'X8'	1,853.00T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	1,943.00	5'X3'X8'6"	1,943.00T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	2,003.00	5'X3'X9'	2,003.00T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	2,093.00	5'X3'X9'6"	2,093.00T
1	TYPE "F" (SPI-1) INLET COMPLETE NO FLOOR	2,153.00	5'X3'X10'	2,153.00T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	0.00	5'x4'x2' NO BID	0.00T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	0.00	5'x4'x2'6" NO BID	0.00T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	0.00	5'x4'x3' NO BID	0.00T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	0.00	5'x4'x3'6" NO BID	0.00T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	1,208.50	5'x4'x4'	1,208.50T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	1,316.50	5'x4'x4'6"	1,316.50T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	1,388.50	5'x4'x5'	1,388.50T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	1,496.50	5'x4'x5'6"	1,496.50T

Subtotal **Sales Tax (0.00)** **Total**

BY SIGNING THIS PRICE QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS:

Sales Rep.Signature CTama

OPENED MAR 25 2015 9:45 AM Witnessed

Signature acceptance:_____
Name:_____
Title:_____

Date:_____
JOB #:_____
PO #:_____

TERMS AND CONDITIONS

1.- Payments are due on Net 10th.
2.- Concrete products are FOB unloaded by customer at project site.
3.- The prices quoted for the referenced project is valid for a period of thirty (30) days from the advertised bid date. Prices will be subject to change without notice.
4.- If for any reason, the customer is placed on hold, due to lack of payment, and the customer decides to purchase materials somewhere else, the customer will be responsible for paying all pending material left to be delivered.
5.- We reserve the right to modify this bid and match pricing quoted by any competitor.
6.- In order for us to provide you with a complete materials quote, do not rely solely on the quantities and descriptions as provided on this quote but compare our data to yours and notify us any discrepancies. We will promptly revise our price quotation to include the product that you require and return to you.
7.- Scheduling of products that appear on this quote will not begin until we receive the job information sheet and the signed acceptance portion of this quote at our office by fax, at 956-424-1099

L&R PRECAST
CONCRETE WORKS, INC.

3807 N Bentsen Palm Drive
Mission, TX 78574
E-mail: lrprecast1@aol.com
Phone: (956)-583-6293
Fax: (956)-424-1099

Quote 3413

Date	3/23/2015
Bid Date	03/25/2015
Bid Time	9:30 AM
Project	~~PIPES~~ & MISCELLANOUS ITEMS #2
Owner	HIDALGO COUNTY
Engineer	HIDALGO COUNTY

Name / Address
ALL BIDDERS

L&R Precast Concrete Works, Inc, is pleased to provide you with the following materials quote for the reference project. We are hereby submitting this proposal for your consideration.

Qty	Description	Price	Size	Total
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	1,568.50	5'x4'x6'	1,568.50T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	1,676.50	5'x4'x6'6"	1,676.50T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	1,748.50	5'x4'x7'	1,748.50T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	1,856.50	5'x4'x7'6"	1,856.50T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	1,928.50	5'x4'x8'	1,928.50T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	2,036.50	5'x4'x8'6"	2,036.50T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	2,108.50	5'x4'x9'	2,108.50T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	2,216.50	5'x4'x9'6"	2,216.50T
1	TYPE "F-1" (SPI-1) INLET COMPLETE NO FLOOR	2,288.50	5'x4'x10'	2,288.50T
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	0.00	5'x5'x2' NO BID	0.00T
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	0.00	5'x5'x2'6" NO BID	0.00T
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	0.00	5'x5'x3' NO BID	0.00T
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	1,310.50	5'x5'x4'	1,310.50T
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	1,433.50	5'x5'x4'6"	1,433.50T
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	1,515.50	5'x5'x5'	1,515.50T
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	1,638.50	5'x5'x5'6"	1,638.50T
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	1,720.50	5'x5'x6'	1,720.50T
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	1,843.50	5'x5'x6'6"	1,843.50T
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	1,925.50	5'x5'x7'	1,925.50T

Subtotal **Sales Tax (0.00)** **Total**

BY SIGNING THIS PRICE QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS:

Sales Rep.Signature C Fama

OPENED MAR 25 2015 9:45 AM Witnessed

Signature acceptance:_____
Name:_____
Title:_____

Date:_____
JOB #:_____
PO #:_____

TERMS AND CONDITIONS

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Quote 3413

Name / Address
ALL BIDDERS

Date	3/23/2015
Bid Date	03/25/2015
Bid Time	9:30 AM
Project	~~PIPES~~ & MISCELLANOUS ITEMS #2
Owner	HIDALGO COUNTY
Engineer	HIDALGO COUNTY

L&R Precast Concrete Works, Inc, is pleased to provide you with the following materials quote for the reference project. We are hereby submitting this proposal for your consideration.

Qty	Description	Price	Size	Total
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	2,048.50	5'x5'x7'6"	2,048.50T
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	2,130.50	5'x5'x8'	2,130.50T
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	2,253.50	5'x5'x8'6"	2,253.50T
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	2,335.50	5'x5'x9'	2,335.50T
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	2,458.50	5'x5'x9'6"	2,458.50T
1	TYPE "F-2" (SPI-1) INLET COMPLETE NO FLOOR	2,540.50	5'x5'x10'	2,540.50T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	0.00	5'x6'x2' NO BID	0.00T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	0.00	5'x6'x2'6" NO BID	0.00T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	0.00	5'x6'x3' NO BID	0.00T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	0.00	5'x6'x3'6" NO BID	0.00T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	1,392.50	5'x6'x4'	1,392.50T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	1,505.00	5'x6'x4'6"	1,505.00T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	1,617.50	5'x6'x5'	1,617.50T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	1,752.50	5'x6'x5'6"	1,752.50T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	1,842.50	5'x6'x6'	1,842.50T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	1,955.00	5'x6'x6'6"	1,955.00T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	2,067.50	5'x6'x7'	2,067.50T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	2,180.00	5'x6'x7'6"	2,180.00T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	2,292.50	5'x6'x8'	2,292.50T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	2,405.00	5'x6'x8'6"	2,405.00T

Subtotal **Sales Tax (0.00)** **Total**

BY SIGNING THIS PRICE QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS:

Sales Rep.Signature

OPENED
C Pena
MAR 25 2015
9:45 am
Witnessed

Signature acceptance:_____
Name:_____
Title:_____

Date:_____
JOB #:_____
PO #:_____

TERMS AND CONDITIONS

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L&R PRECAST
CONCRETE WORKS, INC.

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Quote 3413

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Bid Date	03/25/2015
Bid Time	9:30 AM
Project	~~PIPES~~ & MISCELLANOUS ITEMS #2
Owner	HIDALGO COUNTY
Engineer	HIDALGO COUNTY

Name / Address
ALL BIDDERS

L&R Precast Concrete Works, Inc, is pleased to provide you with the following materials quote for the reference project. We are hereby submitting this proposal for your consideration.

Qty	Description	Price	Size	Total
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	2,517.50	5'x6'x9'	2,517.50T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	2,652.50	5'x6'x9'6"	2,652.50T
1	TYPE "F-3" (SPI-1) INLET COMPLETE NO FLOOR	2,742.50	5'x6'x10'	2,742.50T

Subtotal $393,808.50 **Sales Tax (0.00)** $0.00 **Total** $393,808.50

BY SIGNING THIS PRICE QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS:

Sales Rep.Signature CTama

OPENED MAR 25 2015 9:45AM witnessed

Signature acceptance:_____
Name:_____
Title:_____

Date:_____
JOB #:_____
PO #:_____

TERMS AND CONDITIONS

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EXHIBIT "B" – BID PAGE
Hidalgo County
"PIPES & Miscellaneous Items (Round 2)"
RFB NO. 2015-104-03-25-MEG

CATEGORY (D) – MISCELLANEOUS

DESCRIPTION	PRICE
STEEL PIPE CASING WITH SPACERS	No Bid
4" LF	
6"LF	
12" LF	
16" LF	
24" LF	
PVC SCHEDULE 40	
1.5" LF	
0.75"LF	
0.5"LF	

BIDDER/COMPANY NAME: L&R Pre Cast Works, Inc

ADDRESS: 3807 N. Bentson Palm Drive

CITY: Mission STATE: TX ZIP CODE: 78572

PHONE No: 956-583-6293 FAX No: 956-424-1099 CELL No 956-605-5048

AUTHORIZED SIGNATURE: Christopher Tamayo

PRINTED NAME: Christopher Tamayo

TITLE: Sales DATE: 3-25-15

EMAIL: Lrprecast@gmail.com

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/9/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER	CONTACT NAME: Consuelo Cavazos, CISR
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
L & R Pre-Cast Concrete Works, Inc. L & R Ready Mix, LLC 3807 N. Bentsen Palm Drive Mission TX 78574	INSURER A: The Travelers Indemnity Company INSURER B: Phoenix Insurance Co. INSURER C: The Travelers Indemnity Company INSURER D: Texas Mutual Ins. Co. INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2014-2015 REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		Y 630-0B461196-TIA-14	6/30/2014	6/30/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		BA-9B497299-14-CAG	6/30/2014	6/30/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			YSM-CUP-0C574497-TCT-14	6/30/2014	6/30/2015	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001206931	12/9/2014	12/9/2015	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

marcie.jackson@co.hidalgo.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/CO

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The ACORD name and logo are registered marks of ACORD

REQUIREMENTS AGREEMENT
C-15-104A-04-28

THIS AGREEMENT (the "Agreement") is entered into effective as of the 28th day of April, 2015 by and between Contech Engineered Solutions, LLC ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Pipes & Miscellaneous items,"** (the "Product") for **HIDALGO COUNTY**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

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

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **April 30, 2015** and expire on **April 29, 2016** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

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

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

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be

construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:	Hidalgo County Attention: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Seller:	Contech Engineered Solutions, LLC Attention: Behdad Yazdaniha, Customer Solution Coordinator 2201 W. Royal Lane, Suite 260 Irving, Texas 75063

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. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of

being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

p. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any soverign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Contech Engineered Solutions, LLC

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

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HIDALGO COUNTY
"PIPES and Miscellaneous Items ***(ROUND 2)***"
BID NO.: 2015-104-03-25-MEG

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3.	Exhibit A, Requirements	16
4.	Exhibit B, Bid Page	5
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The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

March 9, 2015
Date

Bid No. 2015-104-03-25-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
Hidalgo County–"PIPES & Miscellaneous Items (ROUND 2)"

BID OPENING DATE:
March 25, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **Hidalgo County – "PIPES & Miscellaneous Items (Round 2)"** 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 Five (5) 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-2015-104-03-25-MEG -Hidalgo County – "PIPES & Miscellaneous Items(Round 2)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, March 25, 2015. 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-2015-104-03-25-MEG Hidalgo County–"PIPES & Miscellaneous Items(Round 2)".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **Hidalgo County–"PIPES & Miscellaneous Items (Round 2)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices
- Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Armando Garza
Hidalgo County Precinct #2
300 West Hall Acres Rd., Suite G
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**March 25, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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

HIDALGO COUNTY
"PIPES & Miscellaneous Items (Round 2)"
BID NO.: 2015-104-03-25-MEG

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

SPECIFICATIONS AND/OR REQUIREMENTS:

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES, Inlets, Manholes & Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS
Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item is unavailable from bidder's own inventory; bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL ITEMS LISTED AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

   - Category A: Pipes
   - Category B: Inlets
   - Category C: Manholes
   - Category D: Miscellaneous

CATEGORY (A) – PIPES
CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:
Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN
The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:
Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL

This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS

This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE

This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"

This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	**GAUGE**
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

CATEGORY (A) – PIPES
REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:
All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:
The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:
The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE
This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION
This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES
Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE
Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS
All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION
Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE
This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS
All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING
Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS
Standard laying lengths are 20 feet for all sizes.

PIPE
All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST
Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST
Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE
This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS
Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS
Standard laying lengths are 20 feet for all sizes.

PIPE
All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

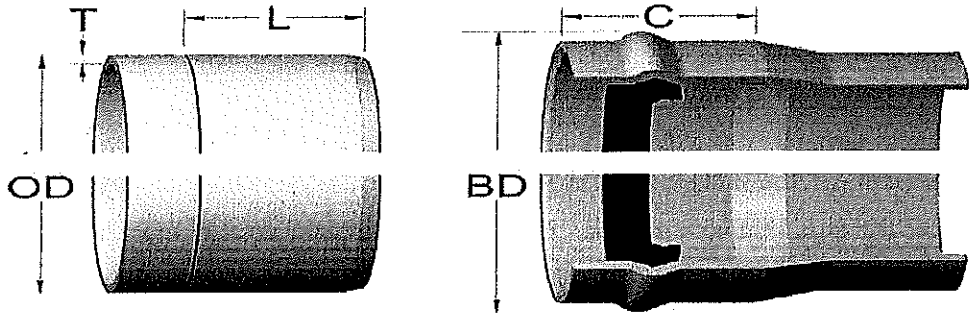
FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE

PVC gravity sewer pipe shall be made from a compound conforming to a cell classification of 12454 or 12364 as defined by ASTM D1784 and in accordance with ASTM D3034 for sizes four inch through fifteen inch. The wall thickness, when tested according to ASTM D3412, shall correspond to a dimension ratio of SDR 35 with a pipe stiffness value of 46 or SDR 26 with a pipe stiffness of 115 for heavy wall pipe. Integral bells shall incorporate locked in gaskets meeting the requirements of ASTM D3212 and F477. The pipe shall be provided in lengths of 14 feet or 20 feet as required.

ASTM D3034 GASKETED GRAVITY SEWER PIPE



NOMINAL PIPE SIZE	OUTISDE DIA. – NOM. (OD)	*APPROX. BELL DIA (BD)	**APPROX. BELL DEPTH (C)	INSERT MARK (L)
4"	4.215	5.25	3.75	3.13
6"	6.275	7.50	4.63	4.00
8"	8.400	10.00	5.25	4.13
10"	10.500	12.25	5.88	5.13
12"	12.500	14.25	6.50	5.38
15"	15.300	17.25	7.75	7.38

NOMINAL PIPE SIZE	SDR 35 (T)	SDR 26 (T)
4"	.120	.162
6"	.180	.241
8"	.240	.323
10"	.300	.404
12"	.360	.481
15"	.437	.588

HIGH PERFRORMANCE (HP) POLYPROPYLENE STORM PIPE

1.0 SCOPE:
This specification includes materials and test methods for 12 to 60 inch diameter HP Polypropylene Pipe. The requirements of this specification are intended to provide pipe and fittings suitable for underground use in gravity-flow applications such as storm sewers, drainage and under-drains.

2.0 PIPE:
12 to 30 inch HP Polypropylene Pipe shall have a smooth interior and annular exterior corrugation and are required to meet or exceed ASTM F2736 and AASHTO M330. 36 to 60 inch pipe shall have a smooth interior and annular exterior corrugations and are required to meet or exceed ASTM F2881 and AASHTO M330. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects.

3.0 FITTINGS:
Fittings shall conform to ASTM F2736, ASTM F2881 and AASHTO M330, for the respective diameters. Bell & spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477. Bell & spigot fittings joint shall meet the watertight joint performance requirements of ASTM D3212. Corrugated couplings shall be split collar, engaging at least 2 full corrugations.

4.0 JOINTS:
HP Polypropylene Pipe shall be joined with a gasketed integral bell & spigot joint meeting the requirements of ASTM F2736 or F2881, for the respective diameters.

HP Polypropylene Pipe shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477. Gasket shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

HP Polypropylene Pipe shall have a reinforced bell with a polymer composite band installed by the manufacturer.

5.0 MATERIAL PROPERTIES:
Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2736, Section 4, ASTM F2881, Section 5 and AASHTO M330, Section 6.1, for the respective diameters.

6.0 INSTALLATION:
Installation shall be in accordance with ASTM D2321, manufacturers recommended installation guidelines and plan specifications.

7.0 PIPE DIMENSIONS:

Nominal Pipe I.D. in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Average Pipe I.D. In (mm)	12.1 (307)	14.9 (378)	18.0 (457)	24.1 (612)	30.1 (765)	35.7 (907)	41.8 (1062)	47.3 (1201)	59.3 (1506)
Average Pipe O.D. in (mm)	14.5 (368)	17.6 (447)	21.2 (538)	28.0 (711)	35.4 (899)	41.1 (1044)	47.2 (1199)	53.8 (1367)	66.5 (1689)
Minimum Pipe Stiffness * @ 5% Deflection* #/in./in. (kN/m^2)	75 (520)	60 (411)	56 (385)	50 (343)	46 (320)	40 (275)	35 (240)	35 (240)	30 (205)

HIGH DENSITY POLYETHYLENE PIPE (HDPE)

SCOPE

This specification describes 4- through 60 inch (100 to 1500 mm) HDPE pipe (per ASTM F2648) for use in gravity-flow land drainage applications.

PIPE Requirements

HDPE pipe (per ASTM F2648) shall have a smooth interior and annular exterior corrugations.

- 4-through 60 inch (100 to 1500 mm) shall meet ASTM F2648
- Manning's "n" value for use in design shall be 0.012

Joint Performance:

Pipe shall be joined using a bell & spigot joint meeting ASTM F2648. The joint shall be soil-tight and gaskets, when applicable, shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

Fittings

Fittings shall conform to ASTM F 2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of ASTM F 2306.

Material Properties

Material for pipe production shall be an engineered compound of virgin and recycled high density polyethylene conforming with the minimum requirements of cell classification 424420C (ESCR Test Condition B) for 4-through 10 inch (100 to 250 mm) diameters, and 435420C (ESCR Test Condition B) for 12 through 60 inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material and installation requirements for a given application.

Installation

Installation shall be in accordance with ASTM D2321 and manufacturers published installation guidelines, with the exception that minimum cover in trafficked areas for 4-through 48 inch (100 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60 inch (1500 mm) diameters, the minimum cover shall be 2 ft. (0.6 mm) in single run applications. Backfill for minimum fill heights depend on embedment material and compaction level; Please refer to manufactures guide lines.

Pipe I.D In mm	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D. * In mm	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)
Perforations	All diameters availability with or without perforation												

*Pipe O.D. values ar provided for reference purposes only. Values stated for 12 through 60 inch are +/- 1 inch.

TERMS & CONDITIONS:

1. The contract term will be for a period of one (1) year period with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

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

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or Technicalities, or to accept the bid considered the best and most advantageous to the County.

6. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

7. 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 service ordered,
   (c) Terminated by County with thirty (30) days written notice prior to cancellation.

8. It is understood and agreed that in case Hidalgo County should need "any items listed" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.

9. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or compiling with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost to such item.

10. Hidalgo County reserves the right to seek purchases from State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.

11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

12. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

13. Bidder(s) agree that to the extent an item(s) in unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

14. Unit prices quoted shall remain firm for the period of the contract and shall include the cost of Shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the

County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Elena Gomez. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail elena.gomez@co.hidalgo.tx.us no later than, Tuesday, March 17, 2015 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, March 20, 2015.

EXHIBIT "B" – BID PAGE
Hidalgo County
"PIPES & Miscellaneous Items (Round 2)"
RFB NO. 2015-104-03-25-MEG

CATEGORY (A) – PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE **NIGP CODE: 665-89** Polyvinyl Chloride (PVC)	
DESCRIPTION	PRICE
12" LF	
15" LF	
18" LF	
24" LF	
30" LF	
36" LF	
42" LF	
48" LF	

CORRUGATED STEEL STORM SEWER PIPE **NIGP CODE: 210-29** - Corrugated Galvanized Metal Pipe **(UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)**			
DIAMETER	TYPE "IR"PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE
12" LF			
15" LF			
18" LF			
24" LF			
30" LF			
36" LF			
42" LF			
54" LF			
60" LF			
66" LF			
72" LF			
78" LF			
84" LF			
90" LF			
96" LF			
102" LF			
108" LF			
114"LF			
120" LF			
126" LF			
132" LF			
138" LF			
144" LF			

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS NIGP CODE: 658-58	
Description	Price
24" LF	
30" LF	
36"LF	
42" LF	
48"LF	
54" LF	
60"LF	
72"LF	
84" LF	
96" LF	

EXHIBIT "B" – BID PAGE
Hidalgo County
"PIPES & Miscellaneous Items (Round 2)"
RFB NO. 2015-104-03-25-MEG

AWWA C905 PVC PLASTIC WATER PIPE **NIGP CODE 658-56** PLASTIC PIPES **OR** **658-60** PVC PIPES					
DESCRIPTION	DR 18 PRICE	DR 25 PRICE	DR 32.5 PRICE	DR 41 PRICE	DR 51 PRICE
14" LF					
16" LF					
18" LF					
24"LF					
30" LF					
36" LF					
42" LF					
48" LF					

HIGH DESTINY POLYETHYLENE PIPE (HDPE) **NIGP CODE: 658-58** Polyethylene Pipe And Fitting	
DESCRIPTION	PRICE
4" LF	
6" LF	
10"LF	

PLUMBING PIPES – 20 FOOT SECTIONS NIGP CODE 967-60				
PVC	**PRICE**		**COPPER**	**PRICE**
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

EXHIBIT "B" – BID PAGE
Hidalgo County
"PIPES & Miscellaneous Items (Round 2)"
RFB NO. 2015-104-03-25-MEG

CATEGORY (B) – INLETS
NIGP CODE 210-31
INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN NO BOTTOM FLOORS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
Type "A-1" Inlet (5' x 4')																	
Type "A-2" Inlet (5' x 5')																	
Type "A-3" Inlet (5' x 6')																	
Type "A" (SPL-1) Inlet (5' x 3')																	
Type "A-1" (SPL-1) Inlet (5' x 4')																	
Type "A-2" (SPL-1) Inlet (5' x 5')																	
Type "A-3" (SPL-1) Inlet (5' x 6')																	
Type "F" Inlet (W=3')																	
Type "F-1" Inlet (W=4')																	
Type "F-2" Inlet (W=5')																	
Type "F-3" Inlet (W=6')																	
Type "F" (SPL-1) Inlet (W=3')																	
Type "F-1" (SPL-1) Inlet (W=4')																	
Type "F-2" (SPL-1) Inlet (W=5')																	
Type "F-3" (SPL-1) Inlet (W=6')																	

EXHIBIT "B" – BID PAGE
Hidalgo County
"PIPES & Miscellaneous Items (Round 2)
RFB NO. 2015-104-03-25-MEG

CATEGORY (D) – MISCELLANEOUS

DESCRIPTION	PRICE
STEEL PIPE CASING WITH SPACERS	
4" LF	
6"LF	
12" LF	
16" LF	
24" LF	
PVC SCHEDULE 40	
1.5" LF	
0.75"LF	
0.5"LF	

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE No: _____ **FAX No:** _____ **CELL №** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 03/11/11

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 (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of 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. Bond (if applicable)_____
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 (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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 the "Name" line 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
___ - ___ - ____

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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here | Signature of U.S. person ▶ | Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 3 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, apply for a TIN and 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. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B" – BID PAGE
Hidalgo County
"PIPES & Miscellaneous Items Round 2"
RFB NO. 2015-104-03-25-MEG

CATEGORY (A) – PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE NIGP CODE: 665-89 Polyvinyl Chloride (PVC)	
DESCRIPTION	PRICE
12" LF	$10.57
15" LF	15.78
18" LF	22.62
24" LF	41.42
30" LF	52.58
36" LF	88.30
42" LF	No BID
48" LF	No BID

OPENED
MAR 25 2015
10:00 am
Witnessed

CORRUGATED STEEL STORM SEWER PIPE NIGP CODE: 210-29 - Corrugated Galvanized Metal Pipe (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)			
DIAMETER	TYPE "IR"PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE
12" LF	No BID	No BID	No BID
15" LF	No BID	No BID	No BID
18" LF	$ 22.14	No BID	No BID
24" LF	30.36	No BID	No BID
30" LF	40.91	No BID	No BID
36" LF	55.09	No BID	No BID
42" LF	67.65	No BID	No BID
54" LF	95.84	$ 137.07	No BID
60" LF	106.86	148.68	No BID
66" LF	193.52	190.29	$ 247.05
72" LF	205.13	201.90	262.53
78" LF	216.74	213.51	276.72
84" LF	228.35	225.12	293.49
90" LF	248.13	236.73	310.26
96" LF	260.17	249.63	328.32
102" LF	270.70	259.95	346.38
108" LF	No BID	272.85	363.15
114"LF	No BID	284.46	379.92
120" LF	No BID	296.07	423.35
126" LF	No BID	311.55	445.71
132" LF	No BID	323.16	463.88
138" LF	No BID	334.77	479.25
144" LF	No BID	423.78	653.94

24'

REINFORCED POLYTHYLENE PIPE – ~~20~~ FOOT JOINTS NIGP CODE: 658-58	
Description	Price
24" LF	NO BID
30" LF	$ 66.10
36"LF	105.05
42" LF	116.07
48"LF	123.82
54" LF	150.92
60"LF	165.50
72"LF	278.76
84" LF	417.60
96" LF	433.93 *

* 96" DIA. IS NOT BELL & SPIGOT (PLAIN ENDS). REQUIRES ADDITIONAL COST FOR FIELD ELECTRO FUSION.

OPENED
MAR 25 2015
10:00am
Witnessed

EXHIBIT "B" – BID PAGE
Hidalgo County
"PIPES & Miscellaneous Items [redacted]
RFB NO. 2015-104-03-25-MEG

AWWA C905 PVC PLASTIC WATER PIPE NIGP CODE 658-56 PLASTIC PIPES OR 658-60 PVC PIPES					
DESCRIPTION	DR 18 PRICE	DR 25 PRICE	DR 32.5 PRICE	DR 41 PRICE	DR 51 PRICE
14" LF					
16" LF					
18" LF					
24"LF					
30" LF					
36" LF					
42" LF					
48" LF					

NO BID

HIGH DESTINY POLYETHYLENE PIPE (HDPE) NIGP CODE: 658-58 Polyethylene Pipe And Fitting	
DESCRIPTION	PRICE
4" LF	
6" LF	
10"LF	

NO BID

PLUMBING PIPES – 20 FOOT SECTIONS NIGP CODE 967-60				
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

NO BID

EXHIBIT "B" – BID PAGE
Hidalgo County
"PIPES & Miscellaneous Items (Round 2)"
RFB NO. 2015-104-03-25-MEG

CATEGORY (B) – INLETS
NIGP CODE 210-31
INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN NO BOTTOM FLOORS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
Type "A-1" Inlet (5' x 4')																	
Type "A-2" Inlet (5' x 5')																	
Type "A-3" Inlet (5' x 6')																	
Type "A" (SPL-1) Inlet (5' x 3')																	
Type "A-1" (SPL-1) Inlet (5' x 4')																	
Type "A-2" (SPL-1) Inlet (5' x 5')																	
Type "A-3" (SPL-1) Inlet (5' x 6')																	
Type "F" Inlet (W=3')																	
Type "F-1" Inlet (W=4')																	
Type "F-2" Inlet (W=5')																	
Type "F-3" Inlet (W=6')																	
Type "F" (SPL-1) Inlet (W=3')																	
Type "F-1" (SPL-1) Inlet (W=4')																	
Type "F-2" (SPL-1) Inlet (W=5')																	
Type "F-3" (SPL-1) Inlet (W=6')																	

NO BID

EXHIBIT "B" – BID PAGE
Hidalgo County
"PIPES & Miscellaneous Items (Round 2)"
RFB NO. 2015-104-03-25-MEG

CATEGORY (D) – MISCELLANEOUS

DESCRIPTION	PRICE
STEEL PIPE CASING WITH SPACERS	
4" LF	
6"LF	
12" LF	
16" LF	
24" LF	
PVC SCHEDULE 40	
1.5" LF	
0.75"LF	
0.5"LF	

NO BID

BEHDAD YAZDANIHA /

BIDDER/COMPANY NAME: CONTECH ENGINEERED SOLUTIONS LLC

ADDRESS: 2201 W. ROYAL LANE, SUITE 260

CITY: IRVING STATE: TX ZIP CODE: 75063

PHONE No: (972) 590-2000 FAX No: (972) 590-2039 CELL № (210) 319-9505

AUTHORIZED SIGNATURE: Behdad Yazdanih

PRINTED NAME: BEHDAD YAZDANIHA

TITLE: CUSTOMER SOLUTIONS COORDINATOR DATE: 3/24/15

EMAIL: byazdaniha@conteches.com

OPENED
MAR 25 2015
10:00am
Witnessed

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER
Beecher Carlson Insurance Services
6 Concourse Parkway, Suite 2300
Atlanta, GA 30328

www.beechercarlson.com

CONTACT NAME: Beecher Carlson Insurance Services
PHONE (A/C, No, Ext): 678-539-4800 FAX (A/C, No): 770-870-3031
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Ins. Co.	16535
INSURER B : American Guarantee & Liability Ins. Co.	26247
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Contech Engineered Solutions LLC
9025 Centre Pointe Drive, Suite 400
West Chester OH 45069

COVERAGES **CERTIFICATE NUMBER:** 20726476 **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GLO 8978387 19	7/1/2014	7/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 250,000 $ 5,000 $ 2,000,000 $ 10,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			BAP 8978383 19	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $			AUC 9671310-06	7/1/2014	7/1/2015	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 8978381 19 (All Other States) WC 8978382 20 (MA,MO, NE, NJ, OK, WI)	7/1/2014 7/1/2014	7/1/2015 7/1/2015	✓ PER STATUTE ☐ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Hidalgo County is included as additional insured as required per written contract or agreement.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Business Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Sharon D. Brainard

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AI-48852 **Purchasing Department** **23. H. 3.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole bid received as detailed in tabulation sheet contained herin meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County-"Roadway Light Fixtures and Maintenance" through project No.: 2015-025-03-11-MEG

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1315-431-00-123-030-0-841

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

BUDGETARY IMPACT:

Funds available as of 4/10/15.

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-121-005-0-430

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

BUDGETARY IMPACT:

Funds available as of 4/10/15.

Attachments

Tab Sheet
Recommendation Pct 1
Recommendatioin Pct 3
backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/10/2015 01:47 PM
Budget & Management	Veronica Ortiz	04/10/2015 01:51 PM
Glinda Pacheco	Glinda Pacheco	04/10/2015 02:36 PM
Auditor's Office	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Elena Gomez Started On: 03/11/2015 10:52 AM
Final Approval Date: 04/24/2015

TAB SHEET
HIDALGO COUNTY (Precinct No's. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2015-025-03-11-MEG

VENDORS		Lumatec
Qty.	**Description**	**Unit Cost**
1	Lane Closure	5,000.00
2	Remove and Replace Luminaries Fixtures	510.00
3	Replace Wire and Fuses	552.00
4	Remove and Replace Photo Cells	114.00
5	Remove and Replace Lamps	150.00
6	Remove and Replace Ballasts	390.00
Item	**Summary of Labor and Equipment Classifications**	**Hourly Rates**
a.	Foreman	55.00
b.	Electrician	45.00
c.	Operator	45.00
d.	Ground Men/ Labor	22.00
e.	12 Ton 56" JLG Crane	150.00
f.	4 Ton 46' Nat'l Crane with Bucket	----
g.	Altec AM 660 Bucket 40'	125.00
h.	Hi Ranger TDI 65 55'	125.00
i.	30 HP 360 Case Trencher/ Backhoe	125.00
j.	6010 Case Directional Drill up to 4" inch	----
k.	6010 Case Directional Drill up to 8" inch	----
l.	Water Truck with Mud System	----
m.	Dump Truck	125.00
n.	1 Ton Pick-up with Tools	75.00
o.	Generator	125.00
p.	Compressor	125.00
q.	Digger Derrick	150.00
r.	Vacuum Excavator	----

Total Labor, Materials, Equipment per pole		
VENDORS		**Lumatec**
Reset up to 50' pole-		5,000.00
Re-lamp poles		150.00
Trencher and Operator:	Common per foot	2.50
	Rocky per foot	3.25

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

To: A. C. Cuellar
Hon. ~~Joe Flores~~ Commissioner
Hidalgo County ~~Precinct # 3~~ Pct 1

ATTN: ~~Norma Ceballos~~ Raul Lozano

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **March 11, 2015**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2015-025-03-11-MEG for **HIDALGO COUNTY Pct 1 & 3-**
"Roadway Light Fixtures and Maintenance"

We have received **ONE** qualified bid in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, March 16, 2015 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Lumatec Lighting Service	
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 5-120-431-00-121-005-0-430

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Raul Lozano	Raul Lozano	Pct. 1	3/12/15

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

To: Hon. Joe Flores Commissioner
Hidalgo County Precinct # 3 ~~Pct 1~~

ATTN: Norma Ceballos

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **March 11, 2015**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2015-025-03-11-MEG for **HIDALGO COUNTY Pct 1 & 3-**
"Roadway Light Fixtures and Maintenance"

We have received **ONE** qualified bid in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, March 16, 2015 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Lumatec Lighting	Sole Bidder
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 5-1315-431-00-123-030-0-841

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
[signature]	Joe M. Flores	Pct #3	3/13/15

Enclosures

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-025-04-28

THIS CONTRACT is made and entered into this 28th day of April, 2015 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Victor T. Rios DBA Lumatec Lighting Service("Company").

WHEREAS, Company responded to advertised notices for bids for **"Roadway Light Fixtures and Maintenance"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and a copy of the Company's response to the RFB attached hereto Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County. 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 Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of **one (1) year** beginning **April 28, 2015,** expiring on **April 27, 2016** and may be extended at the sole discretion of County for an additional one (1) year period, under the same rates, terms, and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this bid for an additional sixty (60) Days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverage 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
302 W. University Drive
Edinburg, Texas 78539

If to Company: Victor T. Rios DBA Lumatec Lighting Services
Victor T. Rios, Owner
PO Box 2225
McAllen, Texas 78502

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. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued

performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any soverign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____ day of _____, **2015.**

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

VICTOR T. RIOS DBA LUMATEC LIGHTING SERVICES

_____

EXHIBIT "A"

REQUEST FOR BID (RFB) PORCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
Ph: (956) 318-2626/ Fax: (956) 318-2629

Date: February 23, 2015

Re: **HIDALGO COUNTY (PRECINCT NO's. 1 & 3)**
Request for Bids –"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
Bid No: 2015-025-03-11--MEG

Dear Respondents:

Enclosed please find a Request for Bids (RFB) packet for you review and consideration.
Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
(PRECINCTS NOS. 1 & 3)
ROADWAY LIGHT FIXTURES AND MAINTENANCE"
Bid No: 2015-025-03-11-MEG

1. **Request for Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications, consisting of 5 , pages.**
4. **Exhibit "B" Bid page(s) consisting of 3 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Certification Regarding Debarment 1 page.**
9. **Draft Service Contract consisting of 9 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

February 23, 2015
Date

Bid No: 2015-025-03-11-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626 ext 4855

REQUEST FOR BIDS

HIDALGO COUNTY
(PRECINCTS NO'S. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB: 2015-025-03-11-MEG

BID OPENING DATE:
MARCH 11, 2015

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (Precincts No's. 1 & 3) – "ROADWAY LIGHT FIXTURES AND MAINTENANCE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID: 2015-025-03-11-MEG HIDALGO COUNTY (Precincts No's. 1 & 3) – "ROADWAY LIGHT FIXTURES AND MAINTENANCE"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, March 11, 2015. 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-2015-025-03-11-MEG HIDALGO COUNTY (Precincts No's. 1 & 3) – "ROADWAY LIGHT FIXTURES AND MAINTENANCE".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (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, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY (Precincts No's. 1 & 3) – "ROADWAY LIGHT FIXTURES AND MAINTENANCE".** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:
- Contract number must be indicated on all invoices

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

17. Schedule of Events

Bid Opening, 9:30 AM	**March 11, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.
Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the bid;

- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

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

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
(Precincts No's. 1 & 3)

"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
BID NO.: 2015-025-03-11-MEG

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

SCOPE OF WORK:

The County of Hidalgo is seeking vendor(s) for **"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**, with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

LOCATION:

Within Pct, 1 and Pct 3

Awarded vendor must **maintain** and operate the lighting system in an efficient and slightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary.

The County of Hidalgo will obtain approval of the State before making any major changes in the design and/or operation of the lighting system or before the removal of any part of the installation except for the purpose of replacing identical or accepted equivalent equipment.

SPECIFICATIONS:

1. These specifications are intended to establish an agreement for the maintenance and electrical repairs of the **overhead lighting** system in Hidalgo County.

2. Maintenance hereunder refers to all maintenance necessary to keep facilities fully operating, properly functioning, with a minimum of 95% of the lights burning at all times for their normal expected useful life. Said maintenance shall include repairs and/or replacement of any component parts of the facilities as may be necessary.

3. Each highway lighting facility system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.

4. The bid will be awarded on a per unit cost basis. There is no guarantee on annual volume and will be on an **"As Needed Basis Only"**.

5. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.

6. The following price schedule will be utilized throughout the agreement period to pay for services.

7. The Contractor shall start the required maintenance and/or normal repairs within forty-eight (48) hours after receiving notice by telephone, except that no routing work shall be performed after 3:00 p.m. on Fridays; or on Saturdays, Sundays, or Holidays, unless specifically requested to do so by the County.

8. The work area of maintenance operations performed from the roadway, including shoulders and lane closures shall be signed, marked and/or flagged by Contractor in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, current edition, as amended.

9. All materials incorporated in the work, to be accepted by the County, shall be new first-quality material installed in accordance with the manufacturer's instructions, or these specifications, whichever is more applicable. It is the intent of this specification to provide materials free from defects in workmanship and product.

10. The user department will notify the contractor when repair is needed. Contractor does not survey the poles periodically. Services will be on **"as needed basis".**

CLARIFICATION: Traffic control is to be included in all costs bid. The Texas Department of Transportation approval is required for lane closures. There shall be no lane closure during weekdays rush hour periods from 6:00 a.m. to 8:00 a.m., and 4:00 p.m. to 6:00 p.m.

REQUIREMENTS:

1. Each bidder shall list each piece of equipment, brand, size, model, age and vehicle condition to be used for lighting repairs for this agreement. Equipment shall be readily identifiable at Contractor's equipment, logo, etc.

2. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.

3. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.

4. In the event the contractor fails to perform routine emergency lighting repairs in an "as built" and timely manner, the County may obtain services from a secondary vendor. In such event, Hidalgo County will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item or service.

5. The Contractor shall provide a written guarantee on workmanship and materials for a period of one (1) year after the date of acceptance by the County. Any defects observed within the one (1) year guarantee period shall be repaired and/or replaced to the City's satisfaction at no additional cost to the County.

STANDARD TERMS & CONDITION:

1. Term of contract is for one (1) year period with County's option to renew contract for an additional one (1) year under the same rates, terms 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. 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.

5. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.

6. 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.

7. 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.

8 Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

9. 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.

10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action. In cases of discrepancy between unit price and extension, the unit price shall govern.

11. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

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, Tuesday March 03, 2015 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. Friday March 06, 2015.

HIDALGO COUNTY Pct 1 (MID VALLEY)

PROJECT (CSJ) Control Section Job	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-18-085	D	1	2
0039-18-085	E	16	28
0039-18-085	F	13	26
0039-18-085	G	14	26
0039-18-085	S	5	10
0039-18-085	T	8	14
TOTAL		57	106

HIDALGO COUNTY Pct 3 (PALMVIEW)

PROJECT (CSJ) Control Section Job	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-17-134	A	12	24
0039-17-134	B	12	24
TOTAL		24	48

EXHIBIT "B"
HIDALGO COUNTY (Precinct No's. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2015-025-03-11-MEG

BID PAGE

NIGP CODE: 285-05

Item	Qty.	Description	Unit Cost
01.		Lane Closure	$
02.		Remove and Replace Luminaries Fixtures	$
03.		Replace Wire and Fuses	$
04.		Remove and Replace Photo Cells	$
05.		Remove and Replace Lamps	$
06.		Remove and Replace Ballasts	$
		See Attached Specifications for General Requirements	

Reset up to 50' pole (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaries, with the reuse of existing concrete base and anchor bolts).

TOTAL Labor, Materials, and Equipment per pole $_____

Re-lamp poles (Lighting standards up to 50 foot) includes work necessary to make light fixture function correctly.

TOTAL Labor, Materials, and Equipment per pole $_____

Trencher and Operator: To include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.

Common: **$_____ Per foot**

Rocky: **$_____ Per foot**

CONTINUATION - BID PAGE

The following are examples of additional work that may be required during the term of the agreement and will be performed on a Time and Materials basis:

Inspect and replace electrical wiring as needed.

Time and Material (T & M) rates will be used for work outside the scope of the specified groups and for exception or special circumstances when completing a specific group. All T & M requires approval by the County.

Item	Summary of Labor and Equipment Classifications	Hourly Rates
a.	Foreman	$
b.	Electrician	$
c.	Operator	$
d.	Ground Men/ Labor	$
e.	12 Ton 56" JLG Crane	$
f.	4 Ton 46' Nat'l Crane with Bucket	$
g.	Altec AM 660 Bucket 40'	$
h.	Hi Ranger TDI 65 55'	$
i.	30 HP 360 Case Trencher/ Backhoe	$
j.	6010 Case Directional Drill up to 4" inch	$
k.	6010 Case Directional Drill up to 8" inch	$
l.	Water Truck with Mud System	$
m.	Dump Truck	$
n.	1 Ton Pick-up with Tools	$
o.	Generator	$
p.	Compressor	$
q.	Digger Derrick	$
r.	Vacuum Excavator	$

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

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 (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – 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 AGG / AGG	$ / $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: Disadvantaged Business (At Least 51% Ownership)

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY (Precinct No's. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE" ORIGINAL
RFB NO.: 2015-025-03-11-MEG

BID PAGE

NIGP CODE: 285-05

Item	Qty.	Description	Unit Cost
01.	1	Lane Closure	$ 5,000.00
02.	1	Remove and Replace Luminaries Fixtures	$ 510.00
03.	1	Replace Wire and Fuses	$ 552.00
04.	1	Remove and Replace Photo Cells	$ 114.00
05.	1	Remove and Replace Lamps	$ 150.00
06.	1	Remove and Replace Ballasts	$ 390.00
		See Attached Specifications for General Requirements	

Reset up to 50' pole (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaries, with the reuse of existing concrete base and anchor bolts).

TOTAL Labor, Materials, and Equipment per pole $ 5,000.00

Re-lamp poles (Lighting standards up to 50 foot) includes work necessary to make light fixture function correctly.

TOTAL Labor, Materials, and Equipment per pole $ 150.00

Trencher and Operator: To include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.

Common: **$** 2.50 **Per foot**

Rocky: **$** 3.25 **Per foot**

OPENED
3/11/15
9:45am
Witnessed

ORIGINAL
OPENED
3/11/15
9:30 am
Witnessed

CONTINUATION - BID PAGE

The following are examples of additional work that may be required during the term of the agreement and will be performed on a Time and Materials basis:

Inspect and replace electrical wiring as needed.

Time and Material (T & M) rates will be used for work outside the scope of the specified groups and for exception or special circumstances when completing a specific group. All T & M requires approval by the County.

Item	Summary of Labor and Equipment Classifications	Hourly Rates
a.	Foreman	$ 55.00
b.	Electrician	$ 45.00
c.	Operator	$ 45.00
d.	Ground Men/ Labor	$ 22.00
e.	12 Ton 56" JLG Crane (14 Ton Manitex W Bucket)	$ 150.00
f.	4 Ton 46' Nat'l Crane with Bucket	$ -------
g.	Altec AM 660 Bucket 40'	$ 125.00
h.	Hi Ranger TDI 65 55'	$ 125.00
i.	30 HP 360 Case Trencher/ Backhoe	$ 125.00
j.	6010 Case Directional Drill up to 4" inch	$ -------
k.	6010 Case Directional Drill up to 8" inch	$ -------
l.	Water Truck with Mud System	$ -------
m.	Dump Truck	$ 125.00
n.	1 Ton Pick-up with Tools	$ 75.00
o.	Generator	$ 125.00
p.	Compressor	$ 125.00
q.	Digger Derrick	$ 150.00
r.	Vacuum Excavator	$ -------

EXHIBIT "B"
HIDALGO COUNTY (Precinct No's. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2015-025-03-11-MEG

BIDDER/COMPANY NAME: LUMATEC LIGHTING SERVICE

ADDRESS: P O BOX 2225

CITY/STATE/ZIP CODE: MCALLEN TEXAS 78502-2225

PHONE & FAX NO.'S: (956) 664-1854 / (956) 664-9981

CELL PHONE: (956) 605-1932

AUTHORIZED SIGNATURE: Victor T Rios Sr.

PRINTED NAME: VICTOR T RIOS SR.

TITLE: OWNER

EMAIL: lumateclighting2000@yahoo.com

EXHIBIT "C"

INSURANCE REQUIREMENTS

Client#: 53412 LUMATLIG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER The Nitsche Group-Waco 143 E Austin Giddings, TX 78942 979 542-3666	CONTACT NAME: April Gaitan PHONE (A/C, No, Ext): 979 540-2227 FAX (A/C, No): E-MAIL ADDRESS: AprilG@theNITSCHEgroup.com
INSURED Victor T. Rios dba Lumatec Lighting Service ; P.O. Box 2225 McAllen, TX 78502	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : United Fire Lloyds — 43559 INSURER B : Hartford Underwriters Insurance — 30104 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			60444569	03/29/2015	03/29/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X PD Ded:500						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			60444569	03/29/2015	03/29/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			65WECZT448204	01/22/2015	01/22/2016	WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County Prt.1 & 3
"Roadway Light Fixtures & Maintenance"
RFB NO.: 2015-025-03-11-MEG Due3-11-15@9:30am

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RJ. Nitsche

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AI-48677 **Purchasing Department** **23. H. 4.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of multiple bids received as detailed in tabulation sheet contained herin meeting all specifications and/or requirements for the purpose of award and approval of contracts for Request for Bid titled: Hidalgo County-"Pipes & Misc. Items" through project No.: 2015-013-02-11-MEG

BACKGROUND

1. Contract will commence on April 30, 2015.
2. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

County Wide projects- various accounts

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-610

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

BUDGETARY IMPACT:

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-005-0-610

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

BUDGETARY IMPACT:

Attachments

Recommendation Pct 3 & 4

contract

contract

contract

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/10/2015 01:47 PM
Budget & Management	Veronica Ortiz	04/10/2015 01:51 PM
Glinda Pacheco	Glinda Pacheco	04/10/2015 04:28 PM
Auditor's Office	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Elena Gomez		Started On: 02/27/2015 08:50 AM
Final Approval Date: 04/24/2015		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: Department Heads

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

Pct. 3

DATE: February 19, 2015

RE: Approval of ~~Specifications~~ Recommendation-Hidalgo County "PIPES"
Bid No. 2015-013-02-11-MEG

We have received **4** qualified bid in reference with the above mentioned project. We are in the process of going out for bids for the second time for those items that were not bided on. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, Feb 23, 2015 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Lowest bidder	in each category
2.	
3.	
4.	
5.	

Please include the budget account number(s) for the above reference project.
Budget Acct No.: 5-1200-43-00-123-005-0-610 & 721
to include 1100, 1312 etc funds

[signature]	Joe M. Flores	Precinct #3	2/23/15
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: Department Heads

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

Pct. 4

DATE: February 19, 2015

RE: Approval of ~~Specifications~~ Recommendation Hidalgo County "PIPES"
Bid No. 2015-013-02-11-MEG

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Capm (RCP Pipe)	
2. HD Supply	
3. A+ Supply	
4.	
5.	

Please include the budget account number(s) for the above reference project.
Budget Acct No.: 5-1200-431-00-124-007-0-723

	Roman Rodriguez	Road & Bridge	2/23/15
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

REQUIREMENTS AGREEMENT
C-15-013-04-28

THIS AGREEMENT (the "Agreement") is entered into effective as of the 28th day of April, 2015 by and between HD Supply Waterworks, Ltd. ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Pipes & Miscellaneous items,"** (the "Product") for **HIDALGO COUNTY**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

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

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **April 30, 2015** and expire on **April 29, 2016** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

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

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

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be

construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:
HD Supply Waterworks, Ltd.
Attn: Richard Renteria, Outside Sales
100 N. 1st Street
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.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of

being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

p. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any soverign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

HD SUPPLY WATERWORKS, LTD.

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

January 26, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY***
"PIPES and Miscellaneous Items"
RFB No: 2015-013-02-11-MEG

Dear Participant(s):

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB, Purchasing Agent

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

TABLE OF CONTENTS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"
BID NO.: 2015-013-02-11-MEG

Item	Description	No. of Pages
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	16
4.	Exhibit B, Bid Page	9
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirement Agreement	8

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 26, 2015
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

Bid No. 2015-013-02-11-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626

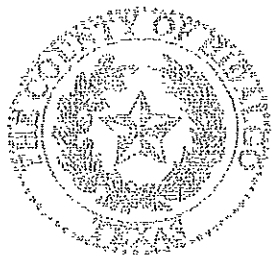
REQUEST FOR BIDS

HIDALGO COUNTY
Hidalgo County–"PIPES & Miscellaneous Items"

BID OPENING DATE:
February 11, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

LEGAL NOTICE **BID NO: 2015-013-02-11-MEG**

1. Sealed bids will be received for **Hidalgo County – "PIPES & Miscellaneous Items"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Five (5) 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-2015-013-02-11-MEG -Hidalgo County – "PIPES & Miscellaneous Items""** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, February 11, 2015. 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-2015-013-02-11-MEG Hidalgo County–"PIPES & Miscellaneous Items".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **Hidalgo County–"PIPES & Miscellaneous Items"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Armando Garza
Hidalgo County Precinct #2
300 West Hall Acres Rd., Suite G
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**February 11, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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

HIDALGO COUNTY
"PIPES & Miscellaneous Items"
BID NO.: 2015-013-02-11-MEG

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

SPECIFICATIONS AND/OR REQUIREMENTS:

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES, Inlets, Manholes & Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS
Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item is unavailable from bidder's own inventory; bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL ITEMS LISTED AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

   - Category A: Pipes
   - Category B: Inlets
   - Category C: Manholes
   - Category D: Miscellaneous

CATEGORY (A) – PIPES
CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:
Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN
The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:
Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION
PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL
This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS
This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE
This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"
This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING
All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	**GAUGE**
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

CATEGORY (A) – PIPES
REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:
All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:
The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:
The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE
This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION
This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES
Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE
Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS
All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION
Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE
This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS
All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING
Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS
Standard laying lengths are 20 feet for all sizes.

PIPE
All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST
Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST
Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE
This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS
Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS
Standard laying lengths are 20 feet for all sizes.

PIPE
All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

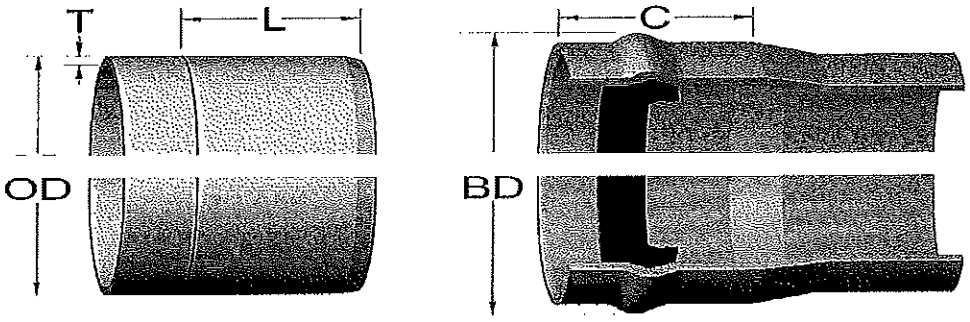
FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE

PVC gravity sewer pipe shall be made from a compound conforming to a cell classification of 12454 or 12364 as defined by ASTM D1784 and in accordance with ASTM D3034 for sizes four inch through fifteen inch. The wall thickness, when tested according to ASTM D3412, shall correspond to a dimension ratio of SDR 35 with a pipe stiffness value of 46 or SDR 26 with a pipe stiffness of 115 for heavy wall pipe. Integral bells shall incorporate locked in gaskets meeting the requirements of ASTM D3212 and F477. The pipe shall be provided in lengths of 14 feet or 20 feet as required.

ASTM D3034 GASKETED GRAVITY SEWER PIPE



NOMINAL PIPE SIZE	OUTSIDE DIA. NOM. (OD)	*APPROX. BELL DIA. (BD)	**APPROX. BELL DEPTH (C)	INSERT MARK (L)
4"	4.215	5.25	3.75	3.13
6"	6.275	7.50	4.63	4.00
8"	8.400	10.00	5.25	4.13
10"	10.500	12.25	5.88	5.13
12"	12.500	14.25	6.50	5.38
15"	15.300	17.25	7.75	7.38

NOMINAL PIPE SIZE	SDR 35 (T)	SDR 26 (T)
4"	.120	.162
6"	.180	.241
8"	.240	.323
10"	.300	.404
12"	.360	.481
15"	.437	.588

HIGH PERFRORMANCE (HP) POLYPROPYLENE STORM PIPE

1.0 SCOPE:
This specification includes materials and test methods for 12 to 60 inch diameter HP Polypropylene Pipe. The requirements of this specification are intended to provide pipe and fittings suitable for underground use in gravity-flow applications such as storm sewers, drainage and under-drains.

2.0 PIPE:
12 to 30 inch HP Polypropylene Pipe shall have a smooth interior and annular exterior corrugation and are required to meet or exceed ASTM F2736 and AASHTO M330. 36 to 60 inch pipe shall have a smooth interior and annular exterior corrugations and are required to meet or exceed ASTM F2881 and AASHTO M330. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects.

3.0 FITTINGS:
Fittings shall conform to ASTM F2736, ASTM F2881 and AASHTO M330, for the respective diameters. Bell & spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477. Bell & spigot fittings joint shall meet the watertight joint performance requirements of ASTM D3212. Corrugated couplings shall be split collar, engaging at least 2 full corrugations.

4.0 JOINTS:
HP Polypropylene Pipe shall be joined with a gasketed integral bell & spigot joint meeting the requirements of ASTM F2736 or F2881, for the respective diameters.

HP Polypropylene Pipe shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477. Gasket shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

HP Polypropylene Pipe shall have a reinforced bell with a polymer composite band installed by the manufacturer.

5.0 MATERIAL PROPERTIES:
Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2736, Section 4, ASTM F2881, Section 5 and AASHTO M330, Section 6.1, for the respective diameters.

6.0 INSTALLATION:
Installation shall be in accordance with ASTM D2321, manufacturers recommended installation guidelines and plan specifications.

7.0 PIPE DIMENSIONS:

Nominal Pipe I.D. in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Average Pipe I.D. In (mm)	12.1 (307)	14.9 (378)	18.0 (457)	24.1 (612)	30.1 (765)	35.7 (907)	41.8 (1062)	47.3 (1201)	59.3 (1506)
Average Pipe O.D. in (mm)	14.5 (368)	17.6 (447)	21.2 (538)	28.0 (711)	35.4 (899)	41.1 (1044)	47.2 (1199)	53.8 (1367)	66.5 (1689)
Minimum Pipe Stiffness * @ 5% Deflection* #/in./in. (kN/m^2)	75 (520)	· 60 (411)	56 (385)	50 (343)	46 (320)	40 (275)	35 (240)	35 (240)	30 (205)

HIGH DENSITY POLYETHYLENE PIPE (HDPE)

SCOPE

This specification describes 4- through 60 inch (100 to 1500 mm) HDPE pipe (per ASTM F2648) for use in gravity-flow land drainage applications.

PIPE Requirements

HDPE pipe (per ASTM F2648) shall have a smooth interior and annular exterior corrugations.

- 4-through 60 inch (100 to 1500 mm) shall meet ASTM F2648
- Manning's "n" value for use in design shall be 0.012

Joint Performance:

Pipe shall be joined using a bell & spigot joint meeting ASTM F2648. The joint shall be soil-tight and gaskets, when applicable, shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

Fittings

Fittings shall conform to ASTM F 2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of ASTM F 2306.

Material Properties

Material for pipe production shall be an engineered compound of virgin and recycled high density polyethylene conforming with the minimum requirements of cell classification 424420C (ESCR Test Condition B) for 4-through 10 inch (100 to 250 mm) diameters, and 435420C (ESCR Test Condition B) for 12 through 60 inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material and installation requirements for a given application.

Installation

Installation shall be in accordance with ASTM D2321 and manufacturers published installation guidelines, with the exception that minimum cover in trafficked areas for 4-through 48 inch (100 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60 inch (1500 mm) diameters, the minimum cover shall be 2 ft. (0.6 mm) in single run applications. Backfill for minimum fill heights depend on embedment material and compaction level; Please refer to manufactures guide lines.

Pipe I.D In mm	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D. * In mm	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)
Perforations	All diameters availability with or without perforation												

*Pipe O.D. values ar provided for reference purposes only. Values stated for 12 through 60 inch are +/- 1 inch.

TERMS & CONDITIONS:

1. The contract term will be for a period of one (1) year period with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

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

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or Technicalities, or to accept the bid considered the best and most advantageous to the County.

6. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

7. 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 service ordered,
   (c) Terminated by County with thirty (30) days written notice prior to cancellation.

8. It is understood and agreed that in case Hidalgo County should need "any items listed" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.

9. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or compiling with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost to such item.

10. Hidalgo County reserves the right to seek purchases from State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.

11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

12. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

13. Bidder(s) agree that to the extent an item(s) in unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the
County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor

is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Elena Gomez. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail elena.gomez@co.hidalgo.tx.us no later than, Tuesday, February 03 2015 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, February 06, 2015.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

CATEGORY (A) – PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE NIGP CODE: 665-89 Polyvinyl Chloride (PVC)		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE NIGP CODE: 210-29 - Corrugated Galvanized Metal Pipe (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE NIGP CODE: 658-68						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE NIGP CODE: 658-68						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS NIGP CODE: 658-58		
Description	Price	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

AWWA C900 PVC PLASTIC PRESSURE PIPE
NIGP CODE 658-56 PLASTIC PIPES **OR**
658-60 PVC PIPES

DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"		LF		LF		LF
6"		LF		LF		LF
8"		LF		LF		LF
10"		LF		LF		LF
12"		LF		LF		LF

AWWA C905 PVC PLASTIC WATER PIPE
NIGP CODE 658-56 PLASTIC PIPES **OR**
658-60 PVC PIPES

DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE
NIGP CODE 210-35
SEWER PIPE JOINT SEALING COMPOUND

SIZE OF PIPE	SDR 26		SDR 35	
4"		LF		LF
6"		LF		LF
8"		LF		LF
10"		LF		LF
12"		LF		LF
15"		LF		LF

HIGH PERFORMANCE (HP) POLYPROPYLENE STORM PIPE

DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
60"		LF

HIGH DESTINY POLYETHYLENE PIPE (HDPE) NIGP CODE: 658-58 Polyethylene Pipe And Fitting		
DESCRIPTION	PRICE	
4"		LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF

PLUMBING PIPES – 20 FOOT SECTIONS NIGP CODE 967-60				
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

CATEGORY (B) – INLETS

NIGP CODE 210-31

INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN NO BOTTOM FLOORS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
Type "A" Inlet (5' x 3')																	
Type "A-1" Inlet (5' x 4')																	
Type "A-2" Inlet (5' x 5')																	
Type "A-3" Inlet (5' x 6')																	
Type "A" (SPL-1) Inlet (5' x 3')																	
Type "A-1" (SPL-1) Inlet (5' x 4')																	
Type "A-2" (SPL-1) Inlet (5' x 5')																	
Type "A-3" (SPL-1) Inlet (5' x 6')																	
TYPE "C" INLET 2' X 2'																	
TYPE "C" INLET 3' X 3'																	
TYPE "C" INLET 4' X 4'																	
TYPE "CC" INLET 5' x 3'																	
Type "F" Inlet (W=3')																	

Type "F-1" Inlet (W=4')																	
Type "F-2" Inlet (W=5')																	
Type "F-3" Inlet (W=6')																	
Type "F" (SPL-1) Inlet (W=3')																	
Type "F-1" (SPL-1) Inlet (W=4')																	
Type "F-2" (SPL-1) Inlet (W=5')																	
Type "F-3" (SPL-1) Inlet (W=6')																	

CATEGORY (C) – MANHOLES, no bottom floors

NIGP CODE 890-30

MANDHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

CATEGORY (D) – MISCELLANEOUS

DESCRIPTION		
WATER VALVE	**UNIT**	**PRICE**
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
90 DEGREE ELBOW		
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
45 DEGREE ELBOW		
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
STEEL PIPE CASING WITH SPACERS		
4"	Lf	
6"	Lf	
12"	Lf	
16"	Lf	
24"	Lf	
FIRE HYDRANT W/VALVE	**EA**	
PVC SCHEDULE 40 WATER LINE DR 18		
2"	Lf	
8"	Lf	
PVC SCHEDULE 40		
1.5"	Lf	
0.75"	Lf	
0.5"	Lf	
WATER SADDLE W/2' CORPORATE VALVE		
8" x 2"	ea	

HP Dual Wall Marmac Couplers		
Pipe Size	Price	Unit
12"		EA
15"		EA
18"		EA
24"		EA
30"		EA
36"		EA
42"		EA
48"		EA
60"		EA

HP Dual Wall Fabricated Tees		
Pipe Size	Price	Unit
12"		EA
15"		EA
18"		EA
24"		EA
30"		EA
36"		EA
42"		EA
48"		EA
60"		EA

HP Dual Wall Fabricated Bends						
Pipe Size	11.25 Bend	22.5 Bend	30* Bend	45* Bend	90* Bend	Unit
12"						EA
15"						EA
18"						EA
24"						EA
30"						EA
36"						EA
42"						EA
48"						EA
60"						EA

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE No: _____ FAX No: _____ CELL No _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

EMAIL: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL 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)	$
					PERS & ADV INJURY	$
					GEN'L 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	$
					AUTO ONLY AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2012 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
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 (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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 the "Name" line 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
___ - ___ - ____

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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 3 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, apply for a TIN and 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. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT "B"

BID PAGE

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

CATEGORY (A) – PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE
NIGP CODE: 665-89 Polyvinyl Chloride (PVC)

DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE
NIGP CODE: 210-29 - Corrugated Galvanized Metal Pipe
(UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)

DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE

NIGP CODE: 658-68

DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

NO BID

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE

NIGP CODE: 658-68

DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

NO BID

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS

NIGP CODE: 658-58

Description	Price	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

NO BID

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

OPENED 2/11/15 9:35am Witnessed

AWWA C900 PVC PLASTIC PRESSURE PIPE
NIGP CODE 658-56 PLASTIC PIPES OR 658-60 PVC PIPES

DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"	$ 3.13	LF	$ 2.44	LF	$ 1.79	LF
6"	$ 6.13	LF	$ 4.89	LF	$ 3.56	LF
8"	$ 10.53	LF	$ 8.44	LF	$ 6.09	LF
10"	$ 16.02	LF	$ 12.69	LF	$ 9.22	LF
12"	$ 22.64	LF	$ 17.91	LF	$ 13.03	LF

AWWA C905 PVC PLASTIC WATER PIPE
NIGP CODE 658-56 PLASTIC PIPES OR 658-60 PVC PIPES

DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE
NIGP CODE 210-35
SEWER PIPE JOINT SEALING COMPOUND

SIZE OF PIPE	SDR 26		SDR 35	
4"	$ 1.36	LF	$ 1.01	LF
6"	$ 2.92	LF	$ 2.20	LF
8"	$ 5.27	LF	$ 3.94	LF
10"	$ 8.24	LF	$ 6.19	LF
12"	$ 11.77	LF	$ 8.90	LF
15"	$ 17.82	LF	$ 13.24	LF

HIGH PERFORMANCE (HP) POLYPROPYLENE STORM PIPE

DESCRIPTION	PRICE	
12"	$ 6.77	LF
15"	$ 8.45	LF
18"	$ 10.79	LF
24"	$ 18.16	LF
30"	$ 28.21	LF
36"	$ 31.58	LF
42"	$ 43.68	LF
48"	$ 52.11	LF
60"	$ 92.63	LF

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

HIGH DESTINY POLYETHYLENE PIPE (HDPE)

NIGP CODE: 658-58 Polyethylene Pipe And Fitting

DESCRIPTION	PRICE	
4"	No-Bid	LF
6"	No-Bid	LF
8"	$ 3.33	LF
10"	No-Bid	LF
12"	$ 5.26	LF
15"	$ 7.53	LF
18"	$ 10.00	LF
24"	$ 16.32	LF
30"	$ 26.05	LF
36"	$ 29.89	LF
42"	$ 41.63	LF
48"	$ 49.92	LF
54"	No-Bid	LF
60"	$ 89.01	LF

PLUMBING PIPES – 20 FOOT SECTIONS

NIGP CODE 967-60

PVC	PRICE	COPPER	PRICE
½"	No-Bid	½"	No-Bid
1 ½"		¾"	
2"			
3"			
4"			

OPENED
2/11/15
9:35am
Witnessed

CATEGORY (B) – INLETS

NIGP CODE 210-31

INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN NO BOTTOM FLOORS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
Type "A" Inlet (5' x 3')																	
Type "A-1" Inlet (5' x 4')																	
Type "A-2" Inlet (5' x 5')																	
Type "A-3" Inlet (5' x 6')																	
Type "A" (SPL-1) Inlet (5' x 3')																	
Type "A-1" (SPL-1) Inlet (5' x 4')																	
Type "A-2" (SPL-1) Inlet (5' x 5')																	
Type "A-3" (SPL-1) Inlet (5' x 6')																	
TYPE "C" INLET 2' X 2'																	
TYPE "C" INLET 3' X 3'																	
TYPE "C" INLET 4' X 4'																	
TYPE "CC" INLET 5' x 3'																	
Type "F" Inlet (W=3')																	

Type "F-1" Inlet (W=4')																
Type "F-2" Inlet (W=5')																
Type "F-3" Inlet (W=6')																
Type "F" (SPL-1) Inlet (W=3')																
Type "F-1" (SPL-1) Inlet (W=4')																
Type "F-2" (SPL-1) Inlet (W=5')																
Type "F-3" (SPL-1) Inlet (W=6')																

CATEGORY (C) – MANHOLES, no bottom floors

NIGP CODE 890-30

MANDHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

OPENED 2/11/15 9:35am Witnessed

CATEGORY (D) – MISCELLANEOUS

DESCRIPTION	UNIT	PRICE
WATER VALVE		
2"	ea	$ 389.12
4"	ea	$ 637.00
6"	ea	$ 780.00
8"	ea	$ 989.00
10"	ea	$ 1250.00
90 DEGREE ELBOW		
2"	ea	$ 1.67
4"	ea	$ 75.00
6"	ea	$ 140.00
8"	ea	$ 150.00
10"	ea	$ 210.00
45 DEGREE ELBOW		
2"	ea	$ 1.90
4"	ea	$ 85.00
6"	ea	$ 155.70
8"	ea	$ 168.80
10"	ea	$ 240.00
STEEL PIPE CASING WITH SPACERS		
4"	Lf	No - Bid
6"	Lf	No - Bid
12"	Lf	No - Bid
16"	Lf	No - Bid
24"	Lf	No - Bid
FIRE HYDRANT W/VALVE	EA	$ 3,100.00
P.V.C SCHEDULE 40 WATER LINE DR 18		
2"	Lf	$ 1.59
8"	Lf	$ 12.00 LF
P.V.C SCHEDULE 40		
1.5"	Lf	No - Bid
0.75"	Lf	No - Bid
0.5"	Lf	No - Bid
WATER SADDLE W/2' CORPORATE VALVE		
8" x 2"	ea	$ 550.00

OPENED
2/11/15
9:35am
Witnessed

HP Dual Wall Marmac Couplers		
Pipe Size	Price	Unit
12"	$ 48.77	EA
15"	$ 54.67	EA
18"	$ 63.23	EA
24"	$ 87.00	EA
30"	$ 112.49	EA
36"	$ 131.62	EA
42"	$ 146.56	EA
48"	$ 286.44	EA
60"	$ 265.71	EA

HP Dual Wall Fabricated Tees		
Pipe Size	Price	Unit
12"	$ 302.33	EA
15"	$ 387.54	EA
18"	$ 516.36	EA
24"	$ 729.14	EA
30"	$ 1,219.40	EA
36"	$ 1,606.53	EA
42"	$ 1,811.70	EA
48"	$ 2,483.09	EA
60"	$ 3,983.50	EA

HP Dual Wall Fabricated Bends						
Pipe Size	11.25 Bend	22.5 Bend	30* Bend	45* Bend	90* Bend	Unit
12"	$ 139.23	$ 149.74	$ 149.72	$ 150.39	$ 159.72	EA
15"	$ 179.36	$ 189.46	$ 192.46	$ 183.64	$ 211.06	EA
18"	$ 202.09	$ 231.67	$ 227.57	$ 235.56	$ 273.34	EA
24"	$ 313.93	$ 371.77	$ 350.50	$ 377.91	$ 419.81	EA
30"	$ 483.26	$ 508.28	$ 538.67	$ 560.52	$ 686.17	EA
36"	$ 592.30	$ 669.82	$ 756.14	$ 732.40	$ 874.38	EA
42"	$ 735.46	$ 881.74	$ 911.16	$ 935.82	$ 1,125.09	EA
48"	$ 899.70	$ 1,113.22	$ 1,142.29	$ 1,164.52	$ 1,225.49	EA
60"	$ 1,339.92	$ 1,879.71	$ 1,733.86	$ 1,966.33	$ 2,274.62	EA

BIDDER/COMPANY NAME: H D SUPPLY WATERWORKS

ADDRESS: 100 NORTH 1ST. STREET

CITY: MCALLEN STATE: TEXAS ZIP CODE: 78501

PHONE No (956) 631-3391 FAX No (956) 687-5918 CELL No (956) 227-0490

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: RICARDO RENTERIA

TITLE: OUTSIDE SALES DATE: 2/05/15

EMAIL: ricardo.renteria@hdsupply.com

OPENED
2/11/15
9:35am
Witnessed

[signature]

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30305 Attn: HDSupply.certrequest@marsh.com or fax 212.948.1142 775978-HD-GAWX-14-15	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Illinois National Insurance Company — 23817 INSURER B : New Hampshire Ins Company — 23841 INSURER C : N/A — N/A INSURER D : National Union Fire Ins Co Pittsburgh PA — 19445 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** ATL-003333931-01 **REVISION NUMBER:** 7

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY			GL2047418	08/30/2014	08/30/2015	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 50,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	X POLICY PRO-JECT LOC							$
D	AUTOMOBILE LIABILITY			CA 5873980 (AOS)	08/30/2014	08/30/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
B	X ANY AUTO			CA 5873981 (MA)	08/30/2014	08/30/2015	BODILY INJURY (Per person)	$
D	ALL OWNED AUTOS / SCHEDULED AUTOS			CA 5873982 (VA)	08/30/2014	08/30/2015	BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Self Insured Phy Dmg	$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC 037083107 (AOS)	08/30/2014	08/30/2015	X WC STATU-TORY LIMITS OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		WC 037083108 (CA)	08/30/2014	08/30/2015	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 037083109 (FL)	08/30/2014	08/30/2015	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
				(SEE ATTACHED)			E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: HIDALGO COUNTY - PIPES AND MISCELLANEOUS ITEMS - RFB NO. 2015-013-02-MEG

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukherjee — Manashi Mukherjee

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AGENCY CUSTOMER ID: 775978
LOC #: Atlanta

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, INC.	HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

HD Supply 14-15 Additional Workers Compensation Carriers Continued:

Carrier: New Hampshire Insurance Company
Policy #: WC 037083110
Effective Dates: 08/30/2014 - 08/30/2015
Workers Compensation Limits: Statutory
EL Each Accident - $1,000,000
EL Disease - Policy Limit - $1,000,000
EL Disease - Each Employee - $1,000,000
States Covered: AK, AZ, GA, VA

Carrier: New Hampshire Insurance Company
Policy #: WC 037083111
Effective Dates: 08/30/2014 - 08/30/2015
Workers Compensation Limits: Statutory
EL Each Accident - $1,000,000
EL Disease - Policy Limit - $1,000,000
EL Disease - Each Employee - $1,000,000
States Covered: IL, KY, NC, NH, UT, VT

Carrier: New Hampshire Insurance Company
Policy #: WC 037083112
Effective Dates: 08/30/2014 - 08/30/2015
Workers Compensation Limits: Statutory
EL Each Accident - $1,000,000
EL Disease - Policy Limit - $1,000,000
EL Disease - Each Employee - $1,000,000
States Covered: ME

Carrier: New Hampshire Insurance Company
Policy #: WC 037083113
Effective Dates: 08/30/2014 - 08/30/2015
Workers Compensation Limits: Statutory
EL Each Accident - $1,000,000
EL Disease - Policy Limit - $1,000,000
EL Disease - Each Employee - $1,000,000
States Covered: NJ, PA

Carrier: New Hampshire Insurance Company
Policy #: WC 037083114
Effective Dates: 08/30/2014 - 08/30/2015
Workers Compensation Limits: Statutory
EL Each Accident - $1,000,000
EL Disease - Policy Limit - $1,000,000
EL Disease - Each Employee - $1,000,000
States Covered: MA,ND,OH,WA,WI,WY

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AGENCY CUSTOMER ID: 775978
LOC #: Atlanta

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MARSH USA, INC.		HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

HD SUPPLY INSUREDS

HD Supply, Inc. Entity List

HD Supply Holdings, Inc. (f/k/a HDS Investment Holding, Inc.; name changed)
HDS Holding Corporation
HD Supply, Inc.
HD Supply Holdings, LLC
HD Supply GP & Management, Inc.
HD Supply Management, Inc.
HD Supply Support Services, Inc.
Brafasco Holdings II, Inc.
Brafasco Holdings, Inc.
Cox Lumber Co. (merged into LBM Holdings, LLC)
Creative Touch Interiors, Inc. d/b/a HD Supply Interior Solutions
HD Supply Canada Inc d/b/a HD Supply Industrial Solutions
HD Supply Charitable Fund, Inc.
HD Supply Construction Supply Group, Inc.
HD Supply Construction Supply, Ltd. d/b/a HD Supply Construction and Industrial
HD Supply Distribution Services, LLC d/b/a HD Supply Hardware Solutions
HD Supply Facilities Maintenance Group, Inc.
HD Supply Facilities Maintenance, Ltd. d/b/a HD Supply Facilities Maintenance; d/b/a HD Supply Government Solutions;d/b/a HD Supply Healthcare Solutions; d/b/a HD Supply Hospitality Solutions; d/b/a HD Supply Maintenance Solutions;d/b/a HD Supply Multi Family Solutions
HD Supply FM Services, LLC (organized)
HD Supply Electrical, Ltd. (converted and merged into HD Supply Utilities, Ltd.)
HD Supply Fasteners & Tools, Inc. (name changed to HDS Power Solutions, Inc.)
HDS Power Solutions, Inc. (f/k/a HD Supply Fasteners & Tools, Inc.; name changed)
HD Supply Power Solutions Group, Inc. (f/k/a HD Supply Utilities Group, Inc name changed)
HD Supply Power Solutions, Ltd. (f/k/a HD Supply Utilities, Ltd., name changed) d/b/a HD Supply Power Solutions
HD Supply Repair & Remodel, LLC d/b/a HD Supply Home Improvement Solutions; d/b/a Contractors' Warehouse
HD Supply Utilities Group, Inc. (name changed to HD Supply Power Solutions Group, Inc.)
HD Supply Utilities, Ltd. (name changed to HD Supply Power Solutions, Ltd.)
HD Supply Waterworks Group, Inc.
HD Supply Waterworks, Ltd. d/b/a HD Supply Waterworks; d/b/a HD Supply Fire Protection; d/b/a/ HD Supply Fusible Piping
HD Builder Solutions Group, LLC (merged into Creative Touch Interiors, Inc.)
HDS IP Holding, LLC
HSI IP, Inc.
LBM Holdings, LLC
Madison Corner, LLC (dissolved)
NHDSA LLC
NHDSA Holding, LLC
Park Emp, LLC (dissolved)
ProValue, LLC
Sunbelt Supply Canada, Inc. (dissolved)
White Cap Construction Supply, Inc.
Williams Bros. Lumber Company, LLC (dissolved)
HD Supply International Holdings, Inc.

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AGENCY CUSTOMER ID: 775978

LOC #: Atlanta

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, INC.	HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

HD Supply International Holdings II, LLC
HD Supply (Hong Kong) Limited
HD Supply India Private Limited (dissolved)
HD Supply Panama, S.A.
HD Supply (Shenzhen) Company Limited
Pro Canadian Holdings I, ULC
Solbelt Supply Southwest, S.A. de C.V.
Amerifile LLC (merged into HD Supply Facilities Maintenance, Ltd.)
AP RE LLC (merged into HD Supply Facilities Maintenance, Ltd)
GCP Amerifile Coinvest Inc. (merged into HD Supply Holdings, LLC)
Peachtree Business Products LLC (merged into HD Supply Facilities Maintenance, Ltd)
Varsity AP Holding Corporation (merged into HD Supply Holdings, LLC)
Varsity AP Holdings LLC (merged into HD Supply Facilities Maintenance, Ltd.)

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REQUIREMENTS AGREEMENT
C-15-013A-04-28

THIS AGREEMENT (the "Agreement") is entered into effective as of the 28th day of April, 2015 by and between Rio Valley Pipe, LLC ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Pipes & Miscellaneous items,"** (the "Product") for **HIDALGO COUNTY**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

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

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **April 30, 2015** and expire on **April 29, 2016** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

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

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

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be

construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Rio Valley Pipe, LLC
Attn: Roger V. Gonzalez, Sales Representative
3609 W. Palma Vista Drive
Palmview, Texas 78572

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. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of

being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

p. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any soverign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

RIO VALLEY PIPE, LLC

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

January 26, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY***
"PIPES and Miscellaneous Items"
RFB No; 2015-013-02-11-MEG

Dear Participant(s):

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB, Purchasing Agent

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

TABLE OF CONTENTS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"
BID NO.: 2015-013-02-11-MEG

Item	Description	No. of Pages
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	16
4.	Exhibit B, Bid Page	9
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirement Agreement	8

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 26, 2015
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

Bid No. 2015-013-02-11-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626

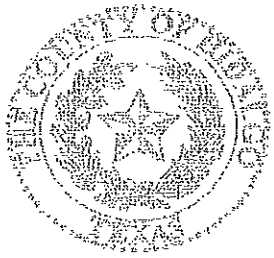
REQUEST FOR BIDS

HIDALGO COUNTY
Hidalgo County–"PIPES & Miscellaneous Items"

BID OPENING DATE:
February 11, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

LEGAL NOTICE **BID NO: 2015-013-02-11-MEG**

1. Sealed bids will be received for **Hidalgo County – "PIPES & Miscellaneous Items"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Five (5) 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-2015-013-02-11-MEG -Hidalgo County – "PIPES & Miscellaneous Items""** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, February 11, 2015. 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-2015-013-02-11-MEG Hidalgo County–"PIPES & Miscellaneous Items".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **Hidalgo County–"PIPES & Miscellaneous Items"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Armando Garza
Hidalgo County Precinct #2
300 West Hall Acres Rd., Suite G
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**February 11, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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

HIDALGO COUNTY
"PIPES & Miscellaneous Items"
BID NO.: 2015-013-02-11-MEG

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

SPECIFICATIONS AND/OR REQUIREMENTS:

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES, Inlets, Manholes & Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS
Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item is unavailable from bidder's own inventory; bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL ITEMS LISTED AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

   - Category A: Pipes
   - Category B: Inlets
   - Category C: Manholes
   - Category D: Miscellaneous

CATEGORY (A) – PIPES
CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:
Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN
The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:
Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION
PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL
This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS
This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE
This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"
This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING
All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	**GAUGE**
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

CATEGORY (A) – PIPES
REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:
All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:
The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:
The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4,050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE
This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION
This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES
Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE
Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS
All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION
Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE
This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS
All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING
Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS
Standard laying lengths are 20 feet for all sizes.

PIPE
All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST
Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST
Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE
This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS
Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS
Standard laying lengths are 20 feet for all sizes.

PIPE
All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

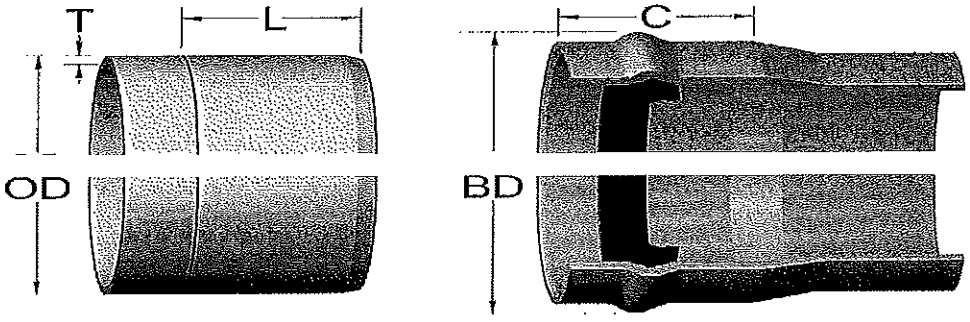
FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE

PVC gravity sewer pipe shall be made from a compound conforming to a cell classification of 12454 or 12364 as defined by ASTM D1784 and in accordance with ASTM D3034 for sizes four inch through fifteen inch. The wall thickness, when tested according to ASTM D3412, shall correspond to a dimension ratio of SDR 35 with a pipe stiffness value of 46 or SDR 26 with a pipe stiffness of 115 for heavy wall pipe. Integral bells shall incorporate locked in gaskets meeting the requirements of ASTM D3212 and F477. The pipe shall be provided in lengths of 14 feet or 20 feet as required.

ASTM D3034 GASKETED GRAVITY SEWER PIPE



NOMINAL PIPE SIZE	OUTISDE DIA. NOM (OD)	APPROX BELL DIA (BD)	APPROX BELL DEPTH (C)	INSERT MARK (L)
4"	4.215	5.25	3.75	3.13
6"	6.275	7.50	4.63	4.00
8"	8.400	10.00	5.25	4.13
10"	10.500	12.25	5.88	5.13
12"	12.500	14.25	6.50	5.38
15"	15.300	17.25	7.75	7.38

NOMINAL PIPE SIZE	SDR 35 (T)	SDR 26 (T)
4"	.120	.162
6"	.180	.241
8"	.240	.323
10"	.300	.404
12"	.360	.481
15"	.437	.588

HIGH PERFRORMANCE (HP) POLYPROPYLENE STORM PIPE

1.0 SCOPE:
This specification includes materials and test methods for 12 to 60 inch diameter HP Polypropylene Pipe. The requirements of this specification are intended to provide pipe and fittings suitable for underground use in gravity-flow applications such as storm sewers, drainage and under-drains.

2.0 PIPE:
12 to 30 inch HP Polypropylene Pipe shall have a smooth interior and annular exterior corrugation and are required to meet or exceed ASTM F2736 and AASHTO M330. 36 to 60 inch pipe shall have a smooth interior and annular exterior corrugations and are required to meet or exceed ASTM F2881 and AASHTO M330. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects.

3.0 FITTINGS:
Fittings shall conform to ASTM F2736, ASTM F2881 and AASHTO M330, for the respective diameters. Bell & spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477. Bell & spigot fittings joint shall meet the watertight joint performance requirements of ASTM D3212. Corrugated couplings shall be split collar, engaging at least 2 full corrugations.

4.0 JOINTS:
HP Polypropylene Pipe shall be joined with a gasketed integral bell & spigot joint meeting the requirements of ASTM F2736 or F2881, for the respective diameters.

HP Polypropylene Pipe shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477. Gasket shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

HP Polypropylene Pipe shall have a reinforced bell with a polymer composite band installed by the manufacturer.

5.0 MATERIAL PROPERTIES:
Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2736, Section 4, ASTM F2881, Section 5 and AASHTO M330, Section 6.1, for the respective diameters.

6.0 INSTALLATION:
Installation shall be in accordance with ASTM D2321, manufacturers recommended installation guidelines and plan specifications.

7.0 PIPE DIMENSIONS:

Nominal Pipe I.D. in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Average Pipe I.D. In (mm)	12.1 (307)	14.9 (378)	18.0 (457)	24.1 (612)	30.1 (765)	35.7 (907)	41.8 (1062)	47.3 (1201)	59.3 (1506)
Average Pipe O.D. in (mm)	14.5 (368)	17.6 (447)	21.2 (538)	28.0 (711)	35.4 (899)	41.1 (1044)	47.2 (1199)	53.8 (1367)	66.5 (1689)
Minimum Pipe Stiffness * @ 5% Deflection* #/in./in. (kN/m^2)	75 (520)	60 (411)	56 (385)	50 (343)	46 (320)	40 (275)	35 (240)	35 (240)	30 (205)

HIGH DENSITY POLYETHYLENE PIPE (HDPE)

SCOPE

This specification describes 4- through 60 inch (100 to 1500 mm) HDPE pipe (per ASTM F2648) for use in gravity-flow land drainage applications.

PIPE Requirements

HDPE pipe (per ASTM F2648) shall have a smooth interior and annular exterior corrugations.

- 4-through 60 inch (100 to 1500 mm) shall meet ASTM F2648
- Manning's "n" value for use in design shall be 0.012

Joint Performance:

Pipe shall be joined using a bell & spigot joint meeting ASTM F2648. The joint shall be soil-tight and gaskets, when applicable, shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

Fittings

Fittings shall conform to ASTM F 2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of ASTM F 2306.

Material Properties

Material for pipe production shall be an engineered compound of virgin and recycled high density polyethylene conforming with the minimum requirements of cell classification 424420C (ESCR Test Condition B) for 4-through 10 inch (100 to 250 mm) diameters, and 435420C (ESCR Test Condition B) for 12 through 60 inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material and installation requirements for a given application.

Installation

Installation shall be in accordance with ASTM D2321 and manufacturers published installation guidelines, with the exception that minimum cover in trafficked areas for 4-through 48 inch (100 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60 inch (1500 mm) diameters, the minimum cover shall be 2 ft. (0.6 mm) in single run applications. Backfill for minimum fill heights depend on embedment material and compaction level; Please refer to manufactures guide lines.

Pipe I.D In mm	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D. * In mm	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)
Perforations	All diameters availability with or without perforation												

*Pipe O.D. values ar provided for reference purposes only. Values stated for 12 through 60 inch are +/- 1 inch.

TERMS & CONDITIONS:

1. The contract term will be for a period of one (1) year period with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

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

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or Technicalities, or to accept the bid considered the best and most advantageous to the County.

6. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

7. 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 service ordered,
   (c) Terminated by County with thirty (30) days written notice prior to cancellation.

8. It is understood and agreed that in case Hidalgo County should need "any items listed" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.

9. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or compiling with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost to such item.

10. Hidalgo County reserves the right to seek purchases from State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.

11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

12. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

13. Bidder(s) agree that to the extent an item(s) in unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the
County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor

is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Elena Gomez. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail elena.gomez@co.hidalgo.tx.us no later than, Tuesday, February 03 2015 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, February 06, 2015.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

CATEGORY (A) – PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE NIGP CODE: 665-89 Polyvinyl Chloride (PVC)		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE NIGP CODE: 210-29 - Corrugated Galvanized Metal Pipe (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE

NIGP CODE: 658-68

DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE

NIGP CODE: 658-68

DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS

NIGP CODE: 658-58

Description	Price	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

AWWA C900 PVC PLASTIC PRESSURE PIPE
NIGP CODE 658-56 PLASTIC PIPES **OR**
658-60 PVC PIPES

DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"		LF		LF		LF
6"		LF		LF		LF
8"		LF		LF		LF
10"		LF		LF		LF
12"		LF		LF		LF

AWWA C905 PVC PLASTIC WATER PIPE
NIGP CODE 658-56 PLASTIC PIPES **OR**
658-60 PVC PIPES

DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE
NIGP CODE 210-35
SEWER PIPE JOINT SEALING COMPOUND

SIZE OF PIPE	SDR 26		SDR 35	
4"		LF		LF
6"		LF		LF
8"		LF		LF
10"		LF		LF
12"		LF		LF
15"		LF		LF

HIGH PERFORMANCE (HP) POLYPROPYLENE STORM PIPE

DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
60"		LF

HIGH DESTINY POLYETHYLENE PIPE (HDPE) NIGP CODE: 658-58 Polyethylene Pipe And Fitting		
DESCRIPTION	PRICE	
4"		LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF

PLUMBING PIPES – 20 FOOT SECTIONS NIGP CODE 967-60				
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

CATEGORY (B) – INLETS

NIGP CODE 210-31

INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN NO BOTTOM FLOORS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
Type "A" Inlet (5' x 3')																	
Type "A-1" Inlet (5' x 4')																	
Type "A-2" Inlet (5' x 5')																	
Type "A-3" Inlet (5' x 6')																	
Type "A" (SPL-1) Inlet (5' x 3')																	
Type "A-1" (SPL-1) Inlet (5' x 4')																	
Type "A-2" (SPL-1) Inlet (5' x 5')																	
Type "A-3" (SPL-1) Inlet (5' x 6')																	
TYPE "C" INLET 2' X 2'																	
TYPE "C" INLET 3' X 3'																	
TYPE "C" INLET 4' X 4'																	
TYPE "CC" INLET 5' x 3'																	
Type "F" Inlet (W=3')																	

Type "F-1" Inlet (W=4')																	
Type "F-2" Inlet (W=5')																	
Type "F-3" Inlet (W=6')																	
Type "F" (SPL-1) Inlet (W=3')																	
Type "F-1" (SPL-1) Inlet (W=4')																	
Type "F-2" (SPL-1) Inlet (W=5')																	
Type "F-3" (SPL-1) Inlet (W=6')																	

CATEGORY (C) – MANHOLES, no bottom floors

NIGP CODE 890-30

MANDHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

CATEGORY (D) – MISCELLANEOUS

DESCRIPTION		
WATER VALVE	**UNIT**	**PRICE**
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
90 DEGREE ELBOW		
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
45 DEGREE ELBOW		
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
STEEL PIPE CASING WITH SPACERS		
4"	Lf	
6"	Lf	
12"	Lf	
16"	Lf	
24"	Lf	
FIRE HYDRANT W/VALVE	**EA**	
PVC SCHEDULE 40 WATER LINE DR 18		
2"	Lf	
8"	Lf	
PVC SCHEDULE 40		
1.5"	Lf	
0.75"	Lf	
0.5"	Lf	
WATER SADDLE W/2' CORPORATE VALVE		
8" x 2"	ea	

HP Dual Wall Marmac Couplers		
Pipe Size	Price	Unit
12"		EA
15"		EA
18"		EA
24"		EA
30"		EA
36"		EA
42"		EA
48"		EA
60"		EA

HP Dual Wall Fabricated Tees		
Pipe Size	Price	Unit
12"		EA
15"		EA
18"		EA
24"		EA
30"		EA
36"		EA
42"		EA
48"		EA
60"		EA

HP Dual Wall Fabricated Bends						
Pipe Size	11.25 Bend	22.5 Bend	30* Bend	45* Bend	90* Bend	Unit
12"						EA
15"						EA
18"						EA
24"						EA
30"						EA
36"						EA
42"						EA
48"						EA
60"						EA

BIDDER/COMPANY NAME:_____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE:_____

PHONE No:_____ FAX No: _____ CELL №_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME: _____

TITLE: _____ DATE:_____

EMAIL:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL 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 [illegible] (Any one person)	$
					PERS[illegible] & ADV INJURY	$
					[illegible]AL AGGREGATE	$
					[illegible]DUCTS – 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 OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
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 (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____,
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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 the "Name" line 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
___ – ___ – ____

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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 3 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, apply for a TIN and 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. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT "B"

BID PAGE

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

CATEGORY (A) – PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE NIGP CODE: 665-89 Polyvinyl Chloride (PVC)		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"	NO BID	LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE NIGP CODE: 210-29 - Corrugated Galvanized Metal Pipe (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"			NO BID	LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

OPENED 2/11/15 9:40am witnessed

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE

NIGP CODE: 658-68

DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"	15.00	LF	19.30	LF	21.35	LF
15"	17.65	LF	22.35	LF	24.40	LF
18"	20.30	LF	25.40	LF	27.45	LF
24"	26.80	LF	32.50	LF	34.55	LF
30"	39.65	LF	43.70	LF	47.65	LF
36"	57.45	LF	65.00	LF	67.65	LF
42"	74.30	LF	79.75	LF	91.50	LF
48"	90.90	LF	100.55	LF	115.60	LF
54"	108.30	LF	123.20	LF	140.75	LF
60"	135.80	LF	153.15	LF	181.35	LF
72"	187.50	LF	216.20	LF	265.25	LF

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE

NIGP CODE: 658-68

DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"	12.40	LF	16.25	LF	18.30	LF
15"	15.00	LF	19.30	LF	21.35	LF
18"	17.65	LF	22.35	LF	24.40	LF
24"	22.95	LF	28.45	LF	30.50	LF
30"	38.10	LF	41.00	LF	51.50	LF
36"	52.20	LF	57.70	LF	72.15	LF
42"	66.95	LF	73.15	LF	84.10	LF
48"	89.50	LF	96.10	LF	114.15	LF
54"	105.10	LF	117.05	LF	137.60	LF
60"	129.80	LF	147.15	LF	175.30	LF
72"	187.50	LF	216.20	LF	258.60	LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS

NIGP CODE: 658-58

Description	Price	
24"		LF
30"		LF
36"		LF
42"	NO BID	LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

AWWA C900 PVC PLASTIC PRESSURE PIPE
NIGP CODE 658-56 PLASTIC PIPES **OR**
658-60 PVC PIPES

DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"		LF		LF		LF
6"		LF		LF		LF
8"		LF		LF		LF
10"		LF		LF		LF
12"		LF		LF		LF

NO BID

AWWA C905 PVC PLASTIC WATER PIPE
NIGP CODE 658-56 PLASTIC PIPES **OR**
658-60 PVC PIPES

DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

NO BID

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE
NIGP CODE 210-35
SEWER PIPE JOINT SEALING COMPOUND

SIZE OF PIPE	SDR 26		SDR 35	
4"		LF		LF
6"		LF		LF
8"		LF		LF
10"		LF		LF
12"		LF		LF
15"		LF		LF

NO BID

HIGH PERFORMANCE (HP) POLYPROPYLENE STORM PIPE

DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
60"		LF

NO BID

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

HIGH DESTINY POLYETHYLENE PIPE (HDPE) NIGP CODE: 658-58 Polyethylene Pipe And Fitting		
DESCRIPTION	PRICE	
4"	NO BID	LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF

PLUMBING PIPES – 20 FOOT SECTIONS NIGP CODE 967-60				
PVC	PRICE		COPPER	PRICE
½"	NO BID		½"	
1 ½"			¾"	
2"				
3"				
4"				

OPENED
2/11/15
9:40am
Witnessed

CATEGORY (B) – INLETS
NIGP CODE 210-31
INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN NO BOTTOM FLOORS

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
Type "A" Inlet (5' x 3')	NO BID		934.05	940.10	964.50	982.45	1046.65	1,112.45	1,188.00	1,283.05	1,365.10	1,447.20	1,526.00	1,588.45	NO BID	NO BID	NO BID
Type "A-1" Inlet (5' x 4')	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Type "A-2" Inlet (5' x 5')	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Type "A-3" Inlet (5' x 6')	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Type "A" (SPL-1) Inlet (5' x 3')	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Type "A-1" (SPL-1) Inlet (5' x 4')	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Type "A-2" (SPL-1) Inlet (5' x 5')	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Type "A-3" (SPL-1) Inlet (5' x 6')	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
TYPE "C" INLET 2' X 2' NO FRAME	NO BID	$ 600.00	$ 659	$ 708	$ 760	$ 814	$ 865	$ 919	$ 970	$ 1030	$ 1075	$ 1129	$ 1181	$ 1,235	$ 1,287	$ 1,340	$ 1392
TYPE "C" INLET 3' X 3' NO FRAME	NO BID	$ 766	$ 838	$ 906	$ 973	$ 1041	$ 1108	$ 1,175	$ 1,243	$ 1,311	$ 1,378	$ 1,445	$ 1513	$ 1,580	$ 1,648	$ 1,715	$ 1783
TYPE "C" INLET 4' X 4' NO FRAME	NO BID	$ 1366	$ 1,474	$ 1,585	$ 1,693	$ 1,802	$ 1913	$ 2021	$ 2,130	$ 2238	$ 2349	$ 2458	$ 2,566	$ 2,678	$ 2786	$ 2897	$ 3005
TYPE "CC" INLET 5' x 3' NO FRAME	NO BID	$ 1,254	$ 1,260	$ 1285	$ 1303	$ 1,367	$ 1433	$ 1,508	$ 1603	$ 1,685	$ 1767	$ 1846	$ 1909	$ 2004	$ 2105	$ 2142	$ 2205
Type "F" Inlet (W=3')	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

Type "F-1" Inlet (W=4')																
Type "F-2" Inlet (W=5')																
Type "F-3" Inlet (W=6')							NO BID									
Type "F" (SPL-1) Inlet (W=3')																
Type "F-1" (SPL-1) Inlet (W=4')																
Type "F-2" (SPL-1) Inlet (W=5')																
Type "F-3" (SPL-1) Inlet (W=6')																

OPENED
9:45
9:40 am
Witnessed

CATEGORY (C) – MANHOLES, no bottom floors

NIGP CODE 890-30

MANDHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE 48"	NO BID	$ 577	$ 628	$ 666	$ 717	$ 752	$ 803	$ 845	$ 896	$ 934	$ 985	$ 1023	$ 1,074	$ 1,109	$ 1,160
TYPE "A-1" MANHOLE 60"	NO BID	NO BID	$ 727	$ 778	$ 865	$ 916	$ 961	$ 1,012	$ 1,133	$ 1,184	$ 1,269	$ 1,320	$ 1,407	$ 1,458	$ 1,503
TYPE "M" MANHOLE	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

CATEGORY (D) – MISCELLANEOUS

DESCRIPTION	UNIT	PRICE
WATER VALVE		
2"	ea	
4"	ea	
6"	ea	NO BID
8"	ea	
10"	ea	
90 DEGREE ELBOW		
2"	ea	
4"	ea	
6"	ea	NO BID
8"	ea	
10"	ea	
45 DEGREE ELBOW		
2"	ea	
4"	ea	
6"	ea	NO BID
8"	ea	
10"	ea	
STEEL PIPE CASING WITH SPACERS		
4"	Lf	
6"	Lf	
12"	Lf	
16"	Lf	NO BID
24"	Lf	
FIRE HYDRANT W/VALVE	**EA**	
PVC SCHEDULE 40 WATER LINE DR 18		
2"	Lf	
8"	Lf	
PVC SCHEDULE 40		
1.5"	Lf	NO BID
0.75"	Lf	
0.5"	Lf	
WATER SADDLE W/2' CORPORATE VALVE		
8" x 2"	ea	

HP Dual Wall Marmac Couplers		
Pipe Size	Price	Unit
12"		EA
15"		EA
18"		EA
24"	NO BID	EA
30"		EA
36"		EA
42"		EA
48"		EA
60"		EA

HP Dual Wall Fabricated Tees		
Pipe Size	Price	Unit
12"		EA
15"		EA
18"		EA
24"	NO BID	EA
30"		EA
36"		EA
42"		EA
48"		EA
60"		EA

HP Dual Wall Fabricated Bends						
Pipe Size	11.25 Bend	22.5 Bend	30* Bend	45* Bend	90* Bend	Unit
12"						EA
15"						EA
18"						EA
24"		NO BID				EA
30"						EA
36"						EA
42"						EA
48"						EA
60"						EA

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

BIDDER/COMPANY NAME: CAPA - Rio Valley Pipe

ADDRESS: 3609 W. Palma Vista Dr.

CITY: Palmview STATE: TX ZIP CODE: 78572

PHONE No: (956) 432-0600 FAX No: (956) 583-2086 CELL No (956) 369-7284

AUTHORIZED SIGNATURE: Roger V. Gonzales

PRINTED NAME: Roger V. Gonzales

TITLE: Sales Representative DATE: 2/10/15

EMAIL: rgonzales@capatexas.com

OPENED
2/11/15
9:40am
Witnessed

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER	CONTACT NAME: Consuelo Cavazos, CISR
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Co	
INSURER B: National Liability & Fire Ins	
INSURER C: RSUI Indemnity Co	
INSURER D: Texas Mutual Ins. Co.	
INSURER E:	
INSURER F:	

INSURED
Rio Valley Pipe, LLC
7301 W Expressway 83
Mission TX 78572

COVERAGES **CERTIFICATE NUMBER:** 2015-2016 **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X		630-5F070387	2/22/2015	2/22/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			73TRS044456	2/22/2015	2/22/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NHA070926	2/22/2015	2/22/2016	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001198034	10/27/2014	10/27/2015	[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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Bid No. 2015-013-02-11-MEG

CERTIFICATE HOLDER

yolanda.velasquez@co.hidal

Hidalgo County Purchasing Department
Attn: Yolanda
2812 S Business Hwy 281
Edinburg, TX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/CO

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	Cust Veh #	Year	Make	Model	VIN
R		2008	Chevrolet	Silverado	3GCEC13J88G141932
R		2008	Chevrolet	Silverado	1GCEC19018Z146193
R		2008	Chevrolet	Silverado	2GCEC13J381188942
R		2005	Ford	F150	1FTRX12W25NA13479
R		2005	Ford	F150	1FTRF12225NA08525
R		2005	Ford	F150	1FTRF12225NA09612
R		2005	Ford	F150	1FTRX12W95NA11101
R		2005	Ford	F150	1FTRF12225NA49799
R		1992	Ford	Superduty	2FDLF47GXNCA30267
R		2011	Chevy	Silverado Pu	3GCPCSE01BG182395
R		2014	Chevrolet	Silverado 1500	3GCPCREC9FG389561
R		2014	Chevrolet	Silverado 1500	3GCPCREC3EG428919
R		2014	Dodge	Ram	3C63RRAL7EG154165

REQUIREMENTS AGREEMENT
C-15-013B-04-28

THIS AGREEMENT (the "Agreement") is entered into effective as of the 28th day of April, 2015 by and between Pecan Construction , LLC DBA Royal Ready Mix ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Pipes & Miscellaneous items,"** (the "Product") for **HIDALGO COUNTY**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

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

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **April 30, 2015** and expire on **April 29, 2016** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

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

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

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be

construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Pecan Construction, LLC DBA
Royal Ready Mix
Attn: Joel Mendiola, Sales Representative
5361 N. Abram Rd.
Mission, Texas 78574

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and

after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

p. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any soverign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

PECAN CONSTRUCTION, LLC DBA ROYAL READY MIX

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

January 26, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY***
"PIPES and Miscellaneous Items"
RFB No: 2015-013-02-11-MEG

Dear Participant(s):

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB, Purchasing Agent

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

TABLE OF CONTENTS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"
BID NO.: 2015-013-02-11-MEG

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1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	16
4.	Exhibit B, Bid Page	9
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirement Agreement	8

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 26, 2015
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

Bid No. 2015-013-02-11-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626

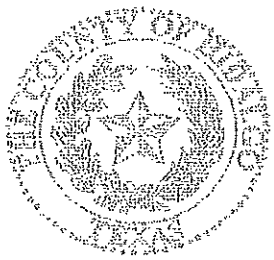
REQUEST FOR BIDS

HIDALGO COUNTY
Hidalgo County–"PIPES & Miscellaneous Items"

BID OPENING DATE:
February 11, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

LEGAL NOTICE **BID NO: 2015-013-02-11-MEG**

1. Sealed bids will be received for **Hidalgo County – "PIPES & Miscellaneous Items"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Five (5) 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-2015-013-02-11-MEG -Hidalgo County – "PIPES & Miscellaneous Items""** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, February 11, 2015. 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-2015-013-02-11-MEG Hidalgo County–"PIPES & Miscellaneous Items".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **Hidalgo County–"PIPES & Miscellaneous Items"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Armando Garza
Hidalgo County Precinct #2
300 West Hall Acres Rd., Suite G
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**February 11, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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

HIDALGO COUNTY
"PIPES & Miscellaneous Items"
BID NO.: 2015-013-02-11-MEG

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

SPECIFICATIONS AND/OR REQUIREMENTS:

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES, Inlets, Manholes & Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS
Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item is unavailable from bidder's own inventory; bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL ITEMS LISTED AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

   - Category A: Pipes
   - Category B: Inlets
   - Category C: Manholes
   - Category D: Miscellaneous

CATEGORY (A) – PIPES
CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:
Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN
The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:
Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION
PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL
This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS
This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE
This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"
This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING
All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	GAUGE
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

CATEGORY (A) – PIPES
REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:
All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:
The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:
The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4,050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE
This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION
This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES
Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE
Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS
All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION
Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE
This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS
All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING
Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

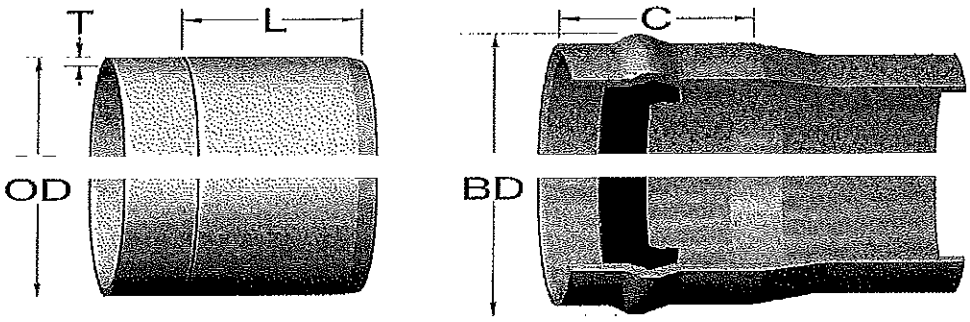
FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE

PVC gravity sewer pipe shall be made from a compound conforming to a cell classification of 12454 or 12364 as defined by ASTM D1784 and in accordance with ASTM D3034 for sizes four inch through fifteen inch. The wall thickness, when tested according to ASTM D3412, shall correspond to a dimension ratio of SDR 35 with a pipe stiffness value of 46 or SDR 26 with a pipe stiffness of 115 for heavy wall pipe. Integral bells shall incorporate locked in gaskets meeting the requirements of ASTM D3212 and F477. The pipe shall be provided in lengths of 14 feet or 20 feet as required.

ASTM D3034 GASKETED GRAVITY SEWER PIPE



NOMINAL PIPE SIZE	OUTSIDE DIA. - NOM. (OD)	APPROX. BELL DIA. (BD)	APPROX. BELL DEPTH (C)	INSERT MARK (L)
4"	4.215	5.25	3.75	3.13
6"	6.275	7.50	4.63	4.00
8"	8.400	10.00	5.25	4.13
10"	10.500	12.25	5.88	5.13
12"	12.500	14.25	6.50	5.38
15"	15.300	17.25	7.75	7.38

NOMINAL PIPE SIZE	SDR 35 (T)	SDR 26 (T)
4"	.120	.162
6"	.180	.241
8"	.240	.323
10"	.300	.404
12"	.360	.481
15"	.437	.588

HIGH PERFRORMANCE (HP) POLYPROPYLENE STORM PIPE

1.0 SCOPE:
This specification includes materials and test methods for 12 to 60 inch diameter HP Polypropylene Pipe. The requirements of this specification are intended to provide pipe and fittings suitable for underground use in gravity-flow applications such as storm sewers, drainage and under-drains.

2.0 PIPE:
12 to 30 inch HP Polypropylene Pipe shall have a smooth interior and annular exterior corrugation and are required to meet or exceed ASTM F2736 and AASHTO M330. 36 to 60 inch pipe shall have a smooth interior and annular exterior corrugations and are required to meet or exceed ASTM F2881 and AASHTO M330. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects.

3.0 FITTINGS:
Fittings shall conform to ASTM F2736, ASTM F2881 and AASHTO M330, for the respective diameters. Bell & spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477. Bell & spigot fittings joint shall meet the watertight joint performance requirements of ASTM D3212. Corrugated couplings shall be split collar, engaging at least 2 full corrugations.

4.0 JOINTS:
HP Polypropylene Pipe shall be joined with a gasketed integral bell & spigot joint meeting the requirements of ASTM F2736 or F2881, for the respective diameters.

HP Polypropylene Pipe shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477. Gasket shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

HP Polypropylene Pipe shall have a reinforced bell with a polymer composite band installed by the manufacturer.

5.0 MATERIAL PROPERTIES:
Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2736, Section 4, ASTM F2881, Section 5 and AASHTO M330, Section 6.1, for the respective diameters.

6.0 INSTALLATION:
Installation shall be in accordance with ASTM D2321, manufacturers recommended installation guidelines and plan specifications.

7.0 PIPE DIMENSIONS:

Nominal Pipe I.D. in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Average Pipe I.D. In (mm)	12.1 (307)	14.9 (378)	18.0 (457)	24.1 (612)	30.1 (765)	35.7 (907)	41.8 (1062)	47.3 (1201)	59.3 (1506)
Average Pipe O.D. in (mm)	14.5 (368)	17.6 (447)	21.2 (538)	28.0 (711)	35.4 (899)	41.1 (1044)	47.2 (1199)	53.8 (1367)	66.5 (1689)
Minimum Pipe Stiffness * @ 5% Deflection* #/in./in. (kN/m^2)	75 (520)	60 (411)	56 (385)	50 (343)	46 (320)	40 (275)	35 (240)	35 (240)	30 (205)

HIGH DENSITY POLYETHYLENE PIPE (HDPE)

SCOPE

This specification describes 4- through 60 inch (100 to 1500 mm) HDPE pipe (per ASTM F2648) for use in gravity-flow land drainage applications.

PIPE Requirements

HDPE pipe (per ASTM F2648) shall have a smooth interior and annular exterior corrugations.

- 4-through 60 inch (100 to 1500 mm) shall meet ASTM F2648
- Manning's "n" value for use in design shall be 0.012

Joint Performance:

Pipe shall be joined using a bell & spigot joint meeting ASTM F2648. The joint shall be soil-tight and gaskets, when applicable, shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

Fittings

Fittings shall conform to ASTM F 2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of ASTM F 2306.

Material Properties

Material for pipe production shall be an engineered compound of virgin and recycled high density polyethylene conforming with the minimum requirements of cell classification 424420C (ESCR Test Condition B) for 4-through 10 inch (100 to 250 mm) diameters, and 435420C (ESCR Test Condition B) for 12 through 60 inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material and installation requirements for a given application.

Installation

Installation shall be in accordance with ASTM D2321 and manufacturers published installation guidelines, with the exception that minimum cover in trafficked areas for 4-through 48 inch (100 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60 inch (1500 mm) diameters, the minimum cover shall be 2 ft. (0.6 mm) in single run applications. Backfill for minimum fill heights depend on embedment material and compaction level; Please refer to manufactures guide lines.

Pipe I.D In mm	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D. * In mm	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)
Perforations	All diameters availability with or without perforation												

*Pipe O.D. values ar provided for reference purposes only. Values stated for 12 through 60 inch are +/- 1 inch.

TERMS & CONDITIONS:

1. The contract term will be for a period of one (1) year period with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

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

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or Technicalities, or to accept the bid considered the best and most advantageous to the County.

6. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

7. 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 service ordered,
   (c) Terminated by County with thirty (30) days written notice prior to cancellation.

8. It is understood and agreed that in case Hidalgo County should need "any items listed" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.

9. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or compiling with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost to such item.

10. Hidalgo County reserves the right to seek purchases from State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.

11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

12. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

13. Bidder(s) agree that to the extent an item(s) in unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the
County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor

is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Elena Gomez. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail elena.gomez@co.hidalgo.tx.us no later than, Tuesday, February 03 2015 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, February 06, 2015.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

CATEGORY (A) – PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE NIGP CODE: 665-89 Polyvinyl Chloride (PVC)		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE NIGP CODE: 210-29 - Corrugated Galvanized Metal Pipe (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE NIGP CODE: 658-68						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE NIGP CODE: 658-68						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS NIGP CODE: 658-58		
Description	Price	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

AWWA C900 PVC PLASTIC PRESSURE PIPE
NIGP CODE 658-56 PLASTIC PIPES **OR**
658-60 PVC PIPES

DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"		LF		LF		LF
6"		LF		LF		LF
8"		LF		LF		LF
10"		LF		LF		LF
12"		LF		LF		LF

AWWA C905 PVC PLASTIC WATER PIPE
NIGP CODE 658-56 PLASTIC PIPES **OR**
658-60 PVC PIPES

DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE
NIGP CODE 210-35
SEWER PIPE JOINT SEALING COMPOUND

SIZE OF PIPE	SDR 26		SDR 35	
4"		LF		LF
6"		LF		LF
8"		LF		LF
10"		LF		LF
12"		LF		LF
15"		LF		LF

HIGH PERFORMANCE (HP) POLYPROPYLENE STORM PIPE

DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
60"		LF

HIGH DESTINY POLYETHYLENE PIPE (HDPE) NIGP CODE: 658-58 Polyethylene Pipe And Fitting		
DESCRIPTION	PRICE	
4"		LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF

PLUMBING PIPES – 20 FOOT SECTIONS NIGP CODE 967-60				
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

CATEGORY (B) – INLETS

NIGP CODE 210-31

INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN NO BOTTOM FLOORS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
Type "A" Inlet (5' x 3')																	
Type "A-1" Inlet (5' x 4')																	
Type "A-2" Inlet (5' x 5')																	
Type "A-3" Inlet (5' x 6')																	
Type "A" (SPL-1) Inlet (5' x 3')																	
Type "A-1" (SPL-1) Inlet (5' x 4')																	
Type "A-2" (SPL-1) Inlet (5' x 5')																	
Type "A-3" (SPL-1) Inlet (5' x 6')																	
TYPE "C" INLET 2' X 2'																	
TYPE "C" INLET 3' X 3'																	
TYPE "C" INLET 4' X 4'																	
TYPE "CC" INLET 5' x 3'																	
Type "F" Inlet (W=3')																	

Type "F-1" Inlet (W=4')																	
Type "F-2" Inlet (W=5')																	
Type "F-3" Inlet (W=6')																	
Type "F" (SPL-1) Inlet (W=3')																	
Type "F-1" (SPL-1) Inlet (W=4')																	
Type "F-2" (SPL-1) Inlet (W=5')																	
Type "F-3" (SPL-1) Inlet (W=6')																	

CATEGORY (C) – MANHOLES, no bottom floors

NIGP CODE 890-30

MANDHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

CATEGORY (D) – MISCELLANEOUS

DESCRIPTION		
WATER VALVE	**UNIT**	**PRICE**
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
90 DEGREE ELBOW		
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
45 DEGREE ELBOW		
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
STEEL PIPE CASING WITH SPACERS		
4"	Lf	
6"	Lf	
12"	Lf	
16"	Lf	
24"	Lf	
FIRE HYDRANT W/VALVE	**EA**	
PVC SCHEDULE 40 WATER LINE DR 18		
2"	Lf	
8"	Lf	
PVC SCHEDULE 40		
1.5"	Lf	
0.75"	Lf	
0.5"	Lf	
WATER SADDLE W/2' CORPORATE VALVE		
8" x 2"	ea	

HP Dual Wall Marmac Couplers		
Pipe Size	Price	Unit
12"		EA
15"		EA
18"		EA
24"		EA
30"		EA
36"		EA
42"		EA
48"		EA
60"		EA

HP Dual Wall Fabricated Tees		
Pipe Size	Price	Unit
12"		EA
15"		EA
18"		EA
24"		EA
30"		EA
36"		EA
42"		EA
48"		EA
60"		EA

HP Dual Wall Fabricated Bends						
Pipe Size	11.25 Bend	22.5 Bend	30* Bend	45* Bend	90* Bend	Unit
12"						EA
15"						EA
18"						EA
24"						EA
30"						EA
36"						EA
42"						EA
48"						EA
60"						EA

BIDDER/COMPANY NAME:_____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE:_____

PHONE No:_____ FAX No: _____ CELL №_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME: _____

TITLE: _____ DATE:_____

EMAIL:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL 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					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE	

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of 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. Bond (if applicable)_____
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 (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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 the "Name" line 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
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 3 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, apply for a TIN and 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. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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 [3]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT "B"

BID PAGE

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

CATEGORY (A) – PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE NIGP CODE: 665-89 Polyvinyl Chloride (PVC)		
DESCRIPTION	PRICE	
12"	NO BID	LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE NIGP CODE: 210-29 - Corrugated Galvanized Metal Pipe (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"	NO BID	NO BID	NO BID	LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE NIGP CODE: 658-68							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"	No Bid	LF	No Bid	LF	No Bid	LF	
15"		LF		LF		LF	
18"		LF		LF		LF	
24"		LF		LF		LF	
30"		LF		LF		LF	
36"		LF		LF		LF	
42"		LF		LF		LF	
48"		LF		LF		LF	
54"		LF		LF		LF	
60"		LF		LF		LF	
72"		LF		LF		LF	

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE NIGP CODE: 658-68							
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE		
12"	No Bid	LF	No Bid	LF	No Bid	LF	
15"		LF		LF		LF	
18"		LF		LF		LF	
24"		LF		LF		LF	
30"		LF		LF		LF	
36"		LF		LF		LF	
42"		LF		LF		LF	
48"		LF		LF		LF	
54"		LF		LF		LF	
60"		LF		LF		LF	
72"		LF		LF		LF	

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS NIGP CODE: 658-58		
Description	Price	
24"	No Bid	LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

AWWA C900 PVC PLASTIC PRESSURE PIPE NIGP CODE 658-56 PLASTIC PIPES OR 658-60 PVC PIPES							
DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE		
4"	No Bid	LF	No Bid	LF	No Bid	LF	
6"		LF		LF		LF	
8"		LF		LF		LF	
10"		LF		LF		LF	
12"		LF		LF		LF	

AWWA C905 PVC PLASTIC WATER PIPE NIGP CODE 658-56 PLASTIC PIPES OR 658-60 PVC PIPES										
DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"	No Bid	LF	No Bid	LF	No Bid	LF	No Bid	LF	No Bid	LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE NIGP CODE 210-35 SEWER PIPE JOINT SEALING COMPOUND				
SIZE OF PIPE	SDR 26		SDR 35	
4"	No Bid	LF	No Bid	LF
6"		LF		LF
8"		LF		LF
10"		LF		LF
12"		LF		LF
15"		LF		LF

HIGH PERFORMANCE (HP) POLYPROPYLENE STORM PIPE		
DESCRIPTION	PRICE	
12"	No Bid	LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
60"		LF

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

HIGH DESTINY POLYETHYLENE PIPE (HDPE) NIGP CODE: 658-58 Polyethylene Pipe And Fitting		
DESCRIPTION	PRICE	
4"	No BID	LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF

PLUMBING PIPES – 20 FOOT SECTIONS NIGP CODE 967-60				
PVC	PRICE		COPPER	PRICE
½"	No BID		½"	No BID
1 ½"			¾"	
2"				
3"				
4"				

OPENED 2/11/15 2:40pm Witnessed

CATEGORY (B) – INLETS

NIGP CODE 210-31

INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN NO BOTTOM FLOORS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
Type "A" Inlet (5' x 3')	755.00	845.00	900.00	947.00	1019.00	1100.00	1181.00	1253.00	1325.00	1397.00	1478.00	1550.00	1622.00	1694.00	1775.00	1856.00	1928.00
Type "A-1" Inlet (5' x 4')																	
Type "A-2" Inlet (5' x 5')																	
Type "A-3" Inlet (5' x 6')																	
Type "A" (SPL-1) Inlet (5' x 3')																	
Type "A-1" (SPL-1) Inlet (5' x 4')																	
Type "A-2" (SPL-1) Inlet (5' x 5')																	
Type "A-3" (SPL-1) Inlet (5' x 6')																	
TYPE "C" INLET 2' X 2'	508.00	556.00	580.00	625.00	661.00	715.00	774.00	812.00	850.00	898.00	913.00	958.00	1031.00	1078.00	1116.00	1164.00	1211.00
TYPE "C" INLET 3' X 3'	697.00	747.00	801.00	855.00	918.00	972.00	1035.00	1098.00	1143.00	1206.00	1269.00	1332.00	1377.00	1440.00	1503.00	1566.00	1620.00
TYPE "C" INLET 4' X 4'	973.00	1043.00	1100.00	1172.00	1253.00	1325.00	1438.00	1478.00	1600.00	1622.00	1761.00	1838.00	1914.00	2000.00	2075.00	2150.00	2237.00
TYPE "CC" INLET 5' x 3'	1105.00	1195.00	1258.00	1294.00	1369.00	1450.00	1531.00	1603.00	1675.00	1747.00	1828.00	1900.00	1972.00	2044.00	2125.00	2206.00	2298.00
Type "F" Inlet (W=3')																	

NO BID

NO BID

Type "F-1" Inlet (W=4')															
Type "F-2" Inlet (W=5')															
Type "F-3" Inlet (W=6')															
Type "F" (SPL-1) Inlet (W=3')				— NO BID —											
Type "F-1" (SPL-1) Inlet (W=4')															
Type "F-2" (SPL-1) Inlet (W=5')															
Type "F-3" (SPL-1) Inlet (W=6')															

OPENED 2:40pm witnessed

CATEGORY (C) – MANHOLES, no bottom floors
NIGP CODE 890-30
MANDHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE				NO BID											
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE	898.00	974.00	1025.00	1097.00	1178.00	1250.00	1303.00	1403.00	1525.00	1547.00	1686.00	1762.00	1838.00	1925.00	2000.00

(4'x4')

CATEGORY (D) – MISCELLANEOUS

DESCRIPTION		
WATER VALVE	**UNIT**	**PRICE**
2"	ea	NO BID
4"	ea	
6"	ea	
8"	ea	
10"	ea	
90 DEGREE ELBOW		
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
45 DEGREE ELBOW		
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
STEEL PIPE CASING WITH SPACERS		
4"	Lf	
6"	Lf	
12"	Lf	
16"	Lf	
24"	Lf	
FIRE HYDRANT W/VALVE	**EA**	
PVC SCHEDULE 40 WATER LINE DR 18		
2"	Lf	
8"	Lf	
PVC SCHEDULE 40		
1.5"	Lf	
0.75"	Lf	
0.5"	Lf	
WATER SADDLE W/2' CORPORATE VALVE		
8" x 2"	ea	

HP Dual Wall Marmac Couplers		
Pipe Size	**Price**	**Unit**
12"	NO BID	EA
15"		EA
18"		EA
24"		EA
30"		EA
36"		EA
42"		EA
48"		EA
60"		EA

HP Dual Wall Fabricated Tees		
Pipe Size	**Price**	**Unit**
12"	No Bid	EA
15"		EA
18"		EA
24"		EA
30"		EA
36"		EA
42"		EA
48"		EA
60"		EA

HP Dual Wall Fabricated Bends						
Pipe Size	**11.25 Bend**	**22.5 Bend**	**30* Bend**	**45* Bend**	**90* Bend**	**Unit**
12"	No Bid	No Bid	No Bid	No Bid	No Bid	EA
15"						EA
18"						EA
24"						EA
30"						EA
36"						EA
42"						EA
48"						EA
60"						EA

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

BIDDER/COMPANY NAME: Royal Ready Mix

ADDRESS: 53601 N. Abram Rd.

CITY: Mission STATE: Tx ZIP CODE: 78574

PHONE No: 956-581-0044 FAX No: 956-581-0045 CELL No 956-525-2976

AUTHORIZED SIGNATURE:

PRINTED NAME: Joel Mendiola

TITLE: Sales Representative DATE: 2/5/15

EMAIL: jm@royalreadymix.com

OPENED
2/11/15
9:40am
Witnessed

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 3/25/2015

PRODUCER
(956) 631-4385
MUNAL INSURANCE AGENCY, P.C.
4211 N 22ND ST
MCALLEN,TX 78504

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
PECAN CONSTRUCTION, LLC
ROYAL READY MIX
5361 N ABRAM ROAD
MISSION, TX 78574

COMPANIES AFFORDING COVERAGE

COMPANY A	MAXUM INDEMNITY INSURANCE CO
COMPANY B	NATIONAL FIRE & MARINE INSURANCE CO
COMPANY C	TEXAS MUTUAL INSURANCE
COMPANY D	

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)	LIMITS	
A	GENERAL LIABILITY	BDG008612301	03/03/2015	03/03/2016	GENERAL AGGREGATE	$ 1,000,000
	[ ] COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$ 500,000
	[ ] OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 100,000
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$ 5,000
B	AUTOMOBILE LIABILITY	72 APS 045661	12/23/2014	12/23/2015	COMBINED SINGLE LIMIT	$ 500,000
	[ ] ANY AUTO					
	[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	[X] SCHEDULED AUTOS					
	[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
	[ ] NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	[ ] UMBRELLA FORM				AGGREGATE	$
	[ ] OTHER THAN UMBRELLA FORM					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	POLICY # SBP0001263311	12/23/2014	12/23/2015	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [X] EXCL				EL EACH ACCIDENT	$ $500,000
					EL DISEASE - POLICY LIMIT	$ $500,000
					EL DISEASE - EA EMPLOYEE	$ $500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
2007 VOLVO TRACTOR VIN#4V4NCTG87N436056
2007 FREIGHTLINER CL120T VIN# 1FUJA6CK57LY28466

CERTIFICATE HOLDER
HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUSINESS 281
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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Additional Named Insureds

Other Named Insureds
Pecan Construction LLC
Doing Business As
Royal Ready Mix
Royal Precast LLC

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REQUIREMENTS AGREEMENT
C-15-013C-04-28

THIS AGREEMENT (the "Agreement") is entered into effective as of the 28th day of April, 2015 by and between ACT Pipe & Supply Inc. ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Pipes & Miscellaneous items,"** (the "Product") for **HIDALGO COUNTY**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

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

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **April 30, 2015** and expire on **April 29, 2016** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

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

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

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be

construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:	Hidalgo County Attention: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Seller:	ACT Pipe & Supply, Inc. Attn: Jorge Zavala, Sales/Operation Manager 1004 N. Shary Rd Mission, Texas 78572

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. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of

being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

p. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any soverign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

ACT PIPE & SUPPLY, INC.

By:_____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

CATEGORY (A) – PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE
NIGP CODE: 665-89 Polyvinyl Chloride (PVC)

DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

N/A

CORRUGATED STEEL STORM SEWER PIPE
NIGP CODE: 210-29 - Corrugated Galvanized Metal Pipe
(UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)

DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

N/A

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE

NIGP CODE: 658-68

DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

N/A

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE

NIGP CODE: 658-68

DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

N/A

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS

NIGP CODE: 658-58

Description	Price	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

N/A

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

AWWA C900 PVC PLASTIC PRESSURE PIPE
NIGP CODE 658-56 PLASTIC PIPES **OR**
658-60 PVC PIPES

DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"		LF		LF		LF
6"		LF	N/A	LF		LF
8"		LF		LF		LF
10"		LF		LF		LF
12"		LF		LF		LF

AWWA C905 PVC PLASTIC WATER PIPE
NIGP CODE 658-56 PLASTIC PIPES **OR**
658-60 PVC PIPES

DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF	N/A	LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE
NIGP CODE 210-35
SEWER PIPE JOINT SEALING COMPOUND

SIZE OF PIPE	SDR 26		SDR 35	
4"		LF		LF
6"	N/A	LF		LF
8"		LF		LF
10"		LF		LF
12"		LF		LF
15"		LF		LF

OPENED
2/11/15
9:32am
Witnessed

HIGH PERFORMANCE (HP) POLYPROPYLENE STORM PIPE

DESCRIPTION	PRICE	
12"	$ 6.59	LF
15"	$ 8.24	LF
18"	$ 10.51	LF
24"	$ 17.69	LF
30"	$ 27.49	LF
36"	$ 30.77	LF
42"	$ 42.56	LF
48"	$ 50.77	LF
60"	$ 90.26	LF

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

HIGH DESTINY POLYETHYLENE PIPE (HDPE) NIGP CODE: 658-58 Polyethylene Pipe And Fitting		
DESCRIPTION	PRICE	
4"	N/A	LF
6"	N/A	LF
8"	$3.24	LF
10"	N/A	LF
12"	$5.13	LF
15"	$7.33	LF
18"	$9.74	LF
24"	$15.90	LF
30"	$25.38	LF
36"	$29.13	LF
42"	$30.30	LF
48"	$48.64	LF
54"	N/A	LF
60"	$86.73	LF

PLUMBING PIPES – 20 FOOT SECTIONS NIGP CODE 967-60				
PVC	PRICE		COPPER	PRICE
½"	N/A		½"	
1 ½"			¾"	
2"				
3"				
4"				

OPENED
2/11/15
9:33am
Witnessed

CATEGORY (B) – INLETS

NIGP CODE 210-31

INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN NO BOTTOM FLOORS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
Type "A" Inlet (5' x 3')																	
Type "A-1" Inlet (5' x 4')																	
Type "A-2" Inlet (5' x 5')																	
Type "A-3" Inlet (5' x 6')																	
Type "A" (SPL-1) Inlet (5' x 3')																	
Type "A-1" (SPL-1) Inlet (5' x 4')																	
Type "A-2" (SPL-1) Inlet (5' x 5')								N/B									
Type "A-3" (SPL-1) Inlet (5' x 6')																	
TYPE "C" INLET 2' X 2'																	
TYPE "C" INLET 3' X 3'																	
TYPE "C" INLET 4' X 4'																	
TYPE "CC" INLET 5' x 3'																	
Type "F" Inlet (W=3')																	

Type "F-1" Inlet (W=4')																
Type "F-2" Inlet (W=5')																
Type "F-3" Inlet (W=6')																
Type "F" (SPL-1) Inlet (W=3')																
Type "F-1" (SPL-1) Inlet (W=4')							N/P									
Type "F-2" (SPL-1) Inlet (W=5')																
Type "F-3" (SPL-1) Inlet (W=6')																

CATEGORY (C) – MANHOLES, no bottom floors

NIGP CODE 890-30

MANDHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE							N/P								
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

CATEGORY (D) – MISCELLANEOUS

DESCRIPTION		
WATER VALVE	**UNIT**	**PRICE**
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
90 DEGREE ELBOW		
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
45 DEGREE ELBOW		
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
STEEL PIPE CASING WITH SPACERS		
4"	Lf	
6"	Lf	
12"	Lf	
16"	Lf	
24"	Lf	
FIRE HYDRANT W/VALVE	**EA**	
PVC SCHEDULE 40 WATER LINE DR 18		
2"	Lf	
8"	Lf	
PVC SCHEDULE 40		
1.5"	Lf	
0.75"	Lf	
0.5"	Lf	
WATER SADDLE W/2' CORPORATE VALVE		
8" x 2"	ea	

N/A

HP Dual Wall Marmac Couplers		
Pipe Size	Price	Unit
12"	$45.68	EA
15"	$51.79	EA
18"	$63.68	EA
24"	$82.42	EA
30"	$106.57	EA
36"	$124.69	EA
42"	$138.84	EA
48"	$271.37	EA
60"	$304.36	EA

OPENED
2/11/15
9:33am
Witnessed

HP Dual Wall Fabricated Tees		
Pipe Size	Price	Unit
12"	$286.42	EA
15"	$367.15	EA
18"	$489.18	EA
24"	$690.77	EA
30"	$1155.22	EA
36"	$1521.98	EA
42"	$1716.35	EA
48"	$2352.40	EA
60"	$3773.84	EA

HP Dual Wall Fabricated Bends						
Pipe Size	11.25 Bend	22.5 Bend	30* Bend	45* Bend	90* Bend	Unit
12"	$131.91	$139.97	$141.84	$142.47	$151.32	EA
15"	$169.92	$179.48	$182.33	$173.98	$199.95	EA
18"	$191.45	$219.00	$215.59	$223.16	$259.91	EA
24"	$297.41	$352.21	$332.05	$358.62	$397.72	EA
30"	$457.82	$481.53	$510.32	$531.02	$650.05	EA
36"	$561.13	$634.57	$716.35	$684.38	$828.36	EA
42"	$696.76	$835.24	$863.20	$886.57	$1065.87	EA
48"	$852.35	$1054.63	$1082.17	$1103.23	$1160.99	EA
60"	$1267.51	$1780.78	$1642.60	$1862.84	$2154.91	EA

BIDDER/COMPANY NAME: ACT Pipe & Supply

ADDRESS: 1004 N. Shary Rd

CITY: Mission STATE: TX ZIP CODE: 78572

PHONE No: (956) 583-1558 FAX No: (956) 580-4987 CELL No. (956) 463-5889

AUTHORIZED SIGNATURE:

PRINTED NAME: Jorge Zavala

TITLE: Sales / Ops. Manager DATE: 2/10/15

EMAIL: jzavala@actpipe.com

OPENED
2/11/15
9:33am
Witnessed

EXHIBIT "B"

BID PAGE

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

January 26, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY***
"PIPES and Miscellaneous Items"
RFB No: 2015-013-02-11-MEG

Dear Participant(s):

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB, Purchasing Agent

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

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HIDALGO COUNTY
"PIPES and Miscellaneous Items"
BID NO.: 2015-013-02-11-MEG

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1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	16
4.	Exhibit B, Bid Page	9
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirement Agreement	8

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 26, 2015
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

Bid No. 2015-013-02-11-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626

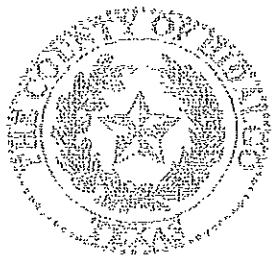
REQUEST FOR BIDS

HIDALGO COUNTY
Hidalgo County–"PIPES & Miscellaneous Items"

BID OPENING DATE:
February 11, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

LEGAL NOTICE **BID NO: 2015-013-02-11-MEG**

1. Sealed bids will be received for **Hidalgo County – "PIPES & Miscellaneous Items"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Five (5) 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-2015-013-02-11-MEG -Hidalgo County – "PIPES & Miscellaneous Items""** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, February 11, 2015. 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-2015-013-02-11-MEG Hidalgo County–"PIPES & Miscellaneous Items".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **Hidalgo County–"PIPES & Miscellaneous Items"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Armando Garza
Hidalgo County Precinct #2
300 West Hall Acres Rd., Suite G
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**February 11, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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

HIDALGO COUNTY
"PIPES & Miscellaneous Items"
BID NO.: 2015-013-02-11-MEG

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

SPECIFICATIONS AND/OR REQUIREMENTS:

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES, Inlets, Manholes & Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS
Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item is unavailable from bidder's own inventory; bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL ITEMS LISTED AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

   - Category A: Pipes
   - Category B: Inlets
   - Category C: Manholes
   - Category D: Miscellaneous

CATEGORY (A) – PIPES
CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:
Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN
The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:
Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION
PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL
This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS
This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE
This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"
This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING
All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	**GAUGE**
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

CATEGORY (A) – PIPES
REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5	3"x6"-W1.75/W2.5	1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE			5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:
Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:
The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:
The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:
The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:
All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:
The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:
The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4,050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

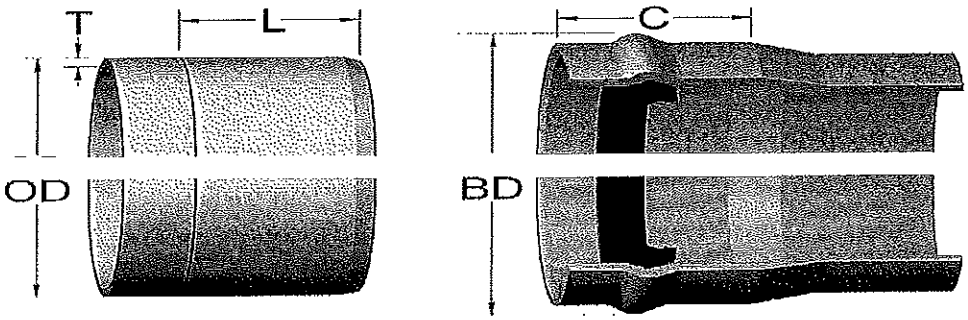
FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE

PVC gravity sewer pipe shall be made from a compound conforming to a cell classification of 12454 or 12364 as defined by ASTM D1784 and in accordance with ASTM D3034 for sizes four inch through fifteen inch. The wall thickness, when tested according to ASTM D3412, shall correspond to a dimension ratio of SDR 35 with a pipe stiffness value of 46 or SDR 26 with a pipe stiffness of 115 for heavy wall pipe. Integral bells shall incorporate locked in gaskets meeting the requirements of ASTM D3212 and F477. The pipe shall be provided in lengths of 14 feet or 20 feet as required.

ASTM D3034 GASKETED GRAVITY SEWER PIPE



NOMINAL PIPE SIZE	OUTISDE DIA. NOM (OD)	*APPROX BELL DIA (BD)	**APPROX BELL DEPTH (C)	INSERT MARK (L)
4"	4.215	5.25	3.75	3.13
6"	6.275	7.50	4.63	4.00
8"	8.400	10.00	5.25	4.13
10"	10.500	12.25	5.88	5.13
12"	12.500	14.25	6.50	5.38
15"	15.300	17.25	7.75	7.38

NOMINAU PIPE SIZE	SDR 35 (T)	SDR 26 (T)
4"	.120	.162
6"	.180	.241
8"	.240	.323
10"	.300	.404
12"	.360	.481
15"	.437	.588

HIGH PERFRORMANCE (HP) POLYPROPYLENE STORM PIPE

1.0 SCOPE:
This specification includes materials and test methods for 12 to 60 inch diameter HP Polypropylene Pipe. The requirements of this specification are intended to provide pipe and fittings suitable for underground use in gravity-flow applications such as storm sewers, drainage and under-drains.

2.0 PIPE:
12 to 30 inch HP Polypropylene Pipe shall have a smooth interior and annular exterior corrugation and are required to meet or exceed ASTM F2736 and AASHTO M330. 36 to 60 inch pipe shall have a smooth interior and annular exterior corrugations and are required to meet or exceed ASTM F2881 and AASHTO M330. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects.

3.0 FITTINGS:
Fittings shall conform to ASTM F2736, ASTM F2881 and AASHTO M330, for the respective diameters. Bell & spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477. Bell & spigot fittings joint shall meet the watertight joint performance requirements of ASTM D3212. Corrugated couplings shall be split collar, engaging at least 2 full corrugations.

4.0 JOINTS:
HP Polypropylene Pipe shall be joined with a gasketed integral bell & spigot joint meeting the requirements of ASTM F2736 or F2881, for the respective diameters.

HP Polypropylene Pipe shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477. Gasket shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

HP Polypropylene Pipe shall have a reinforced bell with a polymer composite band installed by the manufacturer.

5.0 MATERIAL PROPERTIES:
Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2736, Section 4, ASTM F2881, Section 5 and AASHTO M330, Section 6.1, for the respective diameters.

6.0 INSTALLATION:
Installation shall be in accordance with ASTM D2321, manufacturers recommended installation guidelines and plan specifications.

7.0 PIPE DIMENSIONS:

Nominal Pipe I.D. in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Average Pipe I.D. In (mm)	12.1 (307)	14.9 (378)	18.0 (457)	24.1 (612)	30.1 (765)	35.7 (907)	41.8 (1062)	47.3 (1201)	59.3 (1506)
Average Pipe O.D. in (mm)	14.5 (368)	17.6 (447)	21.2 (538)	28.0 (711)	35.4 (899)	41.1 (1044)	47.2 (1199)	53.8 (1367)	66.5 (1689)
Minimum Pipe Stiffness * @ 5% Deflection* #/in./in. (kN/m^2)	75 (520)	· 60 (411)	56 (385)	50 (343)	46 (320)	40 (275)	35 (240)	35 (240)	30 (205)

HIGH DENSITY POLYETHYLENE PIPE (HDPE)

SCOPE

This specification describes 4- through 60 inch (100 to 1500 mm) HDPE pipe (per ASTM F2648) for use in gravity-flow land drainage applications.

PIPE Requirements

HDPE pipe (per ASTM F2648) shall have a smooth interior and annular exterior corrugations.

- 4-through 60 inch (100 to 1500 mm) shall meet ASTM F2648
- Manning's "n" value for use in design shall be 0.012

Joint Performance:

Pipe shall be joined using a bell & spigot joint meeting ASTM F2648. The joint shall be soil-tight and gaskets, when applicable, shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

Fittings

Fittings shall conform to ASTM F 2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of ASTM F 2306.

Material Properties

Material for pipe production shall be an engineered compound of virgin and recycled high density polyethylene conforming with the minimum requirements of cell classification 424420C (ESCR Test Condition B) for 4-through 10 inch (100 to 250 mm) diameters, and 435420C (ESCR Test Condition B) for 12 through 60 inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material and installation requirements for a given application.

Installation

Installation shall be in accordance with ASTM D2321 and manufacturers published installation guidelines, with the exception that minimum cover in trafficked areas for 4-through 48 inch (100 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60 inch (1500 mm) diameters, the minimum cover shall be 2 ft. (0.6 mm) in single run applications. Backfill for minimum fill heights depend on embedment material and compaction level; Please refer to manufactures guide lines.

Pipe I.D In mm	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D. * In mm	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)
Perforations	All diameters availability with or without perforation												

*Pipe O.D. values ar provided for reference purposes only. Values stated for 12 through 60 inch are +/- 1 inch.

TERMS & CONDITIONS:

1. The contract term will be for a period of one (1) year period with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

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

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or Technicalities, or to accept the bid considered the best and most advantageous to the County.

6. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

7. 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 service ordered,
   (c) Terminated by County with thirty (30) days written notice prior to cancellation.

8. It is understood and agreed that in case Hidalgo County should need "any items listed" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.

9. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or compiling with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost to such item.

10. Hidalgo County reserves the right to seek purchases from State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.

11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

12. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

13. Bidder(s) agree that to the extent an item(s) in unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the
County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor

is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Elena Gomez. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail elena.gomez@co.hidalgo.tx.us no later than, Tuesday, February 03 2015 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, February 06, 2015.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

CATEGORY (A) – PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE
NIGP CODE: 665-89 Polyvinyl Chloride (PVC)

DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE
NIGP CODE: 210-29 - Corrugated Galvanized Metal Pipe
(UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)

DIAMETER	TYPE "IR" PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE NIGP CODE: 658-68						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE NIGP CODE: 658-68						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS NIGP CODE: 658-58		
Description	Price	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

EXHIBIT "B" – BID PAGE
"PIPES & Miscellaneous Items)" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

AWWA C900 PVC PLASTIC PRESSURE PIPE
NIGP CODE 658-56 PLASTIC PIPES **OR**
658-60 PVC PIPES

DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"		LF		LF		LF
6"		LF		LF		LF
8"		LF		LF		LF
10"		LF		LF		LF
12"		LF		LF		LF

AWWA C905 PVC PLASTIC WATER PIPE
NIGP CODE 658-56 PLASTIC PIPES **OR**
658-60 PVC PIPES

DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE
NIGP CODE 210-35
SEWER PIPE JOINT SEALING COMPOUND

SIZE OF PIPE	SDR 26		SDR 35	
4"		LF		LF
6"		LF		LF
8"		LF		LF
10"		LF		LF
12"		LF		LF
15"		LF		LF

HIGH PERFORMANCE (HP) POLYPROPYLENE STORM PIPE

DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
60"		LF

HIGH DESTINY POLYETHYLENE PIPE (HDPE) NIGP CODE: 658-58 Polyethylene Pipe And Fitting		
DESCRIPTION	PRICE	
4"		LF
6"		LF
8"		LF
10"		LF
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF

PLUMBING PIPES – 20 FOOT SECTIONS NIGP CODE 967-60				
PVC	PRICE		COPPER	PRICE
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

CATEGORY (B) – INLETS

NIGP CODE 210-31

INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN NO BOTTOM FLOORS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
Type "A" Inlet (5' x 3')																	
Type "A-1" Inlet (5' x 4')																	
Type "A-2" Inlet (5' x 5')																	
Type "A-3" Inlet (5' x 6')																	
Type "A" (SPL-1) Inlet (5' x 3')																	
Type "A-1" (SPL-1) Inlet (5' x 4')																	
Type "A-2" (SPL-1) Inlet (5' x 5')																	
Type "A-3" (SPL-1) Inlet (5' x 6')																	
TYPE "C" INLET 2' X 2'																	
TYPE "C" INLET 3' X 3'																	
TYPE "C" INLET 4' X 4'																	
TYPE "CC" INLET 5' x 3'																	
Type "F" Inlet (W=3')																	

Type "F-1" Inlet (W=4')																	
Type "F-2" Inlet (W=5')																	
Type "F-3" Inlet (W=6')																	
Type "F" (SPL-1) Inlet (W=3')																	
Type "F-1" (SPL-1) Inlet (W=4')																	
Type "F-2" (SPL-1) Inlet (W=5')																	
Type "F-3" (SPL-1) Inlet (W=6')																	

CATEGORY (C) – MANHOLES, no bottom floors

NIGP CODE 890-30

MANDHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

CATEGORY (D) – MISCELLANEOUS

DESCRIPTION	UNIT	PRICE
WATER VALVE		
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
90 DEGREE ELBOW		
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
45 DEGREE ELBOW		
2"	ea	
4"	ea	
6"	ea	
8"	ea	
10"	ea	
STEEL PIPE CASING WITH SPACERS		
4"	Lf	
6"	Lf	
12"	Lf	
16"	Lf	
24"	Lf	
FIRE HYDRANT W/VALVE	**EA**	
PVC SCHEDULE 40 WATER LINE DR 18		
2"	Lf	
8"	Lf	
PVC SCHEDULE 40		
1.5"	Lf	
0.75"	Lf	
0.5"	Lf	
WATER SADDLE W/2' CORPORATE VALVE		
8" x 2"	ea	

HP Dual Wall Marmac Couplers		
Pipe Size	Price	Unit
12"		EA
15"		EA
18"		EA
24"		EA
30"		EA
36"		EA
42"		EA
48"		EA
60"		EA

HP Dual Wall Fabricated Tees		
Pipe Size	Price	Unit
12"		EA
15"		EA
18"		EA
24"		EA
30"		EA
36"		EA
42"		EA
48"		EA
60"		EA

HP Dual Wall Fabricated Bends						
Pipe Size	11.25 Bend	22.5 Bend	30* Bend	45* Bend	90* Bend	Unit
12"						EA
15"						EA
18"						EA
24"						EA
30"						EA
36"						EA
42"						EA
48"						EA
60"						EA

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE No: _____ FAX No: _____ CELL № _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

EMAIL: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL 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)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

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. Bond (if applicable)_____
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 (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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 the "Name" line 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
☐☐☐ - ☐☐ - ☐☐☐☐

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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 3 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, apply for a TIN and 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. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER
Carroll Insurance Agency, Ltd.
14906 FM 529
Houston TX 77095

CONTACT NAME: Hope Steele
PHONE (A/C, No, Ext): (281) 656-3000 FAX (A/C, No): (281) 656-3001
E-MAIL ADDRESS: hope.steele@carrollins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Charter Oak Fire Insurance	25615
INSURER C: Travelers Indemnity Company of	25682
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ACT Pipe & Supply Inc
6950 W Sam Houston Pkwy N
Houston TX 77041-4023

COVERAGES CERTIFICATE NUMBER: 14-15 ALL Lines REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			6304246R291PHX-14	10/1/2014	10/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] Comp ded $1000 [X] Sp Peril ded $50			Y8104246R310-COF-14	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Specified cause of loss	$ 1,000,000 $ $ $ $ $50
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP4246R309TCT-14	10/1/2014	10/1/2015	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB4246R28-A-14	10/1/2014	10/1/2015	[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
B	Auto Physical Damage			BA4246R322-14	10/1/2014	10/1/2015	COMPREHENSIVE DED COLLISION DEDUCTIBLE	$1,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
REF: Pipes & Miscellaneous Items

RFB No: 2015-013-02-11-MEG

See attached Comments/Remark page (Form OFREMARK) for additional information.

CERTIFICATE HOLDER

(956) 318-2629

Hidaldo County Purchasing Department
Attn: Yvette Islas
2812 S. Business Highway 281
New Administration Building
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Carroll, CIC, CRM/A

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Additional Named Insureds

Other Named Insureds	
ACT Fabrication, Inc.	Subchapter "S" corp, Additional Named Insured
ACT GP, LLC	Limited Liability Company, Additional Named Insured
ACT Pipe & Supply, LTD.	Limited corporation, Additional Named Insured
Fire Protection & Mechanical Services, LLC.	Limited Liability Company, Additional Named Insured
FPMS GP, LLC	Limited Liability Company, Additional Named Insured
FPMS Holdings, LLP	Limited corporation, Additional Named Insured

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COMMENTS/REMARKS

The General Liability and Auto policies include a blanket additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract that requires such status. The contractual liability coverage provided by the General Liability is standard and may not cover all liabilities assumed by the named insured under its contract with the certificate holder.

The General Liability, Auto and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and certificate holder that requires it.

The policy includes a blanket notice of cancellation to certificate holders endorsement providing 30 days advanced notice if the policy is cancelled by the company other than for non payment of premium, 10 days notice after the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

Umbrella Follow Form: Any person or organization, other than the Named Insured, included as an additional insured under Schedule Underlying Insurance, but not for broader coverage than would be afforded by such Scheduled Underlying Insurance.

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AI-49345 **Closed Session** **24. C.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/16/2015 09:50 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Monica Badillo Started On: 04/16/2015 09:38 AM

Final Approval Date: 04/24/2015

AI-49354 **Closed Session** **24. D.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Yessica Nava

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/16/2015 05:08 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Aida Alvarez		Started On: 04/16/2015 04:43 PM
Final Approval Date: 04/24/2015		

AI-49379 **Closed Session** **24. E.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Yanette Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2015 09:01 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Aida Alvarez		Started On: 04/21/2015 08:13 AM
Final Approval Date: 04/24/2015		

AI-49346 **Open Session** **26. C.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/16/2015 09:50 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM

Form Started By: Monica Badillo Started On: 04/16/2015 09:38 AM

Final Approval Date: 04/24/2015

AI-49355 **Open Session** **26. D.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Yessica Nava

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/16/2015 05:08 PM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Aida Alvarez		Started On: 04/16/2015 04:44 PM
Final Approval Date: 04/24/2015		

AI-49380 **Open Session** **26. E.**

CC - REGULAR

Meeting Date: 04/28/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Yanette Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2015 09:01 AM
Purchasing Department	Monica Badillo	04/24/2015 05:30 PM
Form Started By: Aida Alvarez		Started On: 04/21/2015 08:14 AM
Final Approval Date: 04/24/2015		