

AI-11590

5.C.

457 Plan Hardship Request

CC REGULAR

Date: 10/14/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on 457 Plan Hardship withdrawal request for employee #070602, 089761 & 112038.

BACKGROUND

Fiscal Impact

Attachments

Link: [Employee #070602](#)

Link: [Employee #089761](#)

Link: [Employee #112038](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/07/2008 02:38 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/07/2008 03:29 PM	APRV
3	Auditor's Office	Linda Fong	10/09/2008 09:29 AM	APRV
4	Purchasing Department	Marty Salazar	10/09/2008 11:01 AM	APRV
5	Court Administrator	Angela Garcia	10/09/2008 11:11 AM	APRV

Form Started By: Angela Garcia
Started On: 10/07/2008 11:49 AM

Final Approval Date: 10/09/2008

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name

457 Plan

Participant Name

Emp # 070602

Address

1010 P

Social Security No.

4-12-1956

Daytime Phone No.

(956) 587-6200

SECTION I - Hardship Withdrawal Request

I understand that this withdrawal will be considered to be due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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

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

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

Hardship Requested \$

100%

Year-to-date deferrals

100%

Total amount deferred since you initially joined the plan \$

100%

Have you ever taken a hardship before?

NO

If so what was the amount taken \$

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

PARTICIPANT SIGNATURE X

Date

10/6/08

SECTION II - Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X

Date

SECTION III - Distribution Procedure

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

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

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name

457 Savings Plan

Participant Name

[REDACTED]

Emp # 089761

Address

[REDACTED]

Social Security

[REDACTED]

(956) 587-6200 ext. 7040

SECTION I - Hardship Withdrawal Request

I understand that this withdrawal will be considered to be due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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

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

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

Hardship Requested \$ 1000 Year-to-date deferrals 1000

Total amount deferred since you initially joined the plan \$ 1000

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

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

PARTICIPANT SIGNATURE **X**

Date 10/6/08

SECTION II - Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE **X**

Date

SECTION III - Distribution Procedure

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

Fax request to:
Simpkins & Associates
(972) 980-7133

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name

457 Plan

Participant

Emp # 112038

Address

x 78502

Social Security

Phone No.

SECTION I - Hardship Withdrawal Request

I understand that this withdrawal will be considered to be due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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

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

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

Hardship Requested \$ 100% Year-to-date deferrals 100%

Total amount deferred since you initially joined the plan \$ 100%

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

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

PARTICIPANT SIGNATURE X

Date 10-07-08

SECTION II - Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X

Date

SECTION III - Distribution Procedure

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

Fax request to:
Simpkins & Associates
(972) 980-7133

AI-11641

5.D.

**Unclaimed Capital Credits - Request for Funds
CC REGULAR**

Date: 10/14/2008

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration, and approval to submit request for funds (Unclaimed Capital Credits) from the Texas Comptroller of Public Accounts as authorized under Section 74.602 of the Texas Property Code, with authority for County Judge to sign the request.

BACKGROUND

The amount for Hidalgo County is \$18,764.50

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/09/2008 07:52 AM	APRV
2	Veronica Lopez	Veronica Lopez	10/09/2008 09:12 AM	APRV
3	Auditor's Office	Linda Fong	10/10/2008 08:33 AM	APRV
4	Purchasing Department	Marty Salazar	10/10/2008 02:17 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 02:25 PM	APRV

Form Started By: Sergio Cruz
Started On: 10/08/2008 04:26 PM

Final Approval Date: 10/10/2008

AI-11673

5.E.

Tax Notes Series 2008

CC REGULAR

Date: 10/14/2008

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Consideration and approval of an order authorizing issuance, sale and delivery of Two Hundred Twenty Five Thousand Dollars (\$225,000) Hidalgo County, Texas Tax Notes, Series 2008; payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law as authorized pursuant to Chapter 137, Acts of 73rd Legislature, Regular Session 1993 (Government Code Section 1431.001 et. seq.); prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; and making other provisions regarding such notes and matters incident thereto.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/10/2008 10:00 AM	APRV
2	Veronica Lopez		10/10/2008 04:18 PM	PEND
3	Auditor's Office	Linda Fong	10/10/2008 01:21 PM	APRV
4	Sergio Cruz (Originator)		10/10/2008 04:18 PM	NEW
Form Started By: Sergio Cruz			Started On: 10/10/2008 09:14 AM	
Final Approval Date: 10/10/2008				

AI-11678

5.F.

**Use of Unclaimed Property Tax Credits
CC REGULAR**

Date: 10/14/2008

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

1. Discussion, consideration and action regarding funding request from Children's Advocacy Group (dba Estrella's House).
2. Discussion, consideration, and action on Declaration of Support to Children's Advocacy Center (dba Estrella's House) by the County of Hidalgo.
3. Approval of 2008 appropriation of funds for the Child Advocacy Center (1100) in the amount of \$30,000.00.
4. Authorize Cuonty Treasurer/Auditor to issue check in the amount of \$30,000.00 to Children's Advocacy Center (dba Estrella's House).

BACKGROUND

Funds are reserved in account 8-1100-250-10-000-002-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Sergio Cruz Started On: 10/10/2008 11:28 AM

Final Approval Date: 10/10/2008

AI-11685

5.G.

Appropriation for Hurricane Dolly Expenditures (25% of Ashbritt Invoices)

CC REGULAR

Date: 10/14/2008

Submitted By: Erika Reyna, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

1. Authorization for County Treasurer to issue payment to Ashbritt Environmental, Inc. for invoices totaling \$2,060,156.25 after Auditor review and audit procedures have been completed.
2. Approval and authorization to appropriate \$515,039.07 (25% of of Ashbritt Invoices) from General Fund unreserved fund balance as per Texas Local Government Code Section 111.070 to address emergency expenditures related to Hurricane Dolly.
3. Approval and authorization to set up a receivable in the amount of \$1,545,117.19 which represents a 75% reimbursement from FEMA and or Local Jurisdictions for debris removal and water extraction services.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 10/10/08.

Attachments

Link: [BA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rey Salazar	Rey Salazar	10/10/2008 02:50 PM	APRV
2	Budget & Management	Veronica Lopez	10/10/2008 03:01 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/10/2008 03:07 PM	APRV
4	Auditor's Office	Linda Fong	10/10/2008 03:34 PM	APRV
5	Purchasing Department	Marty Salazar	10/10/2008 04:18 PM	APRV
6	Court Administrator		10/10/2008 04:18 PM	NEW

Form Started By: Erika Reyna

Started On: 10/10/2008 02:23 PM

Final Approval Date: 10/10/2008

DATE: October 10, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt for Hurricane
Dolly (1100)

ACCOUNT NUMBER: 8-1100-415-00-115-072-0-350

Contact Person: Rey Salazar **Ph#** (956) 292-7025 Ext. 5426

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-415-00-115-072-0-350	HURRICANE DOLLY - CONTRACTUAL SERVICES	515,039.07
TOTAL BUDGET INCREASE (DECREASE)		\$ 515,039.07

REASON: To appropriate funding for debris collection and removal contractual obligations related to Hurricane Dolly.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-11592
CIHCP
CC REGULAR

6.B.

Date: 10/14/2008
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Indigent Health Care Program:

1. Approval to pay invoices submitted by UTMB Faculty Group Practice for health care services provided to the Indigent Health Care Program in the amount of \$266.00 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.
2. Approval of 2008 interdepartmental transfer within the Indigent Health Care Program (1249) from program 004 to program 003 in the amount of \$266.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1249-444-00-240-003-9-899
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding pending approval of interdepartmental transfer in the amount of \$266.00.

FISCAL YEAR: 2008 **ACCT. #:** 8-1249-444-00-240-004-9-843
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Transfer from Program 004 to 003 in the amount of \$266.00. Available balance as of 10-7-08 \$186,877.70

Attachments

Link: [attestation](#)
Link: [report](#)
Link: [interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/07/2008 02:39 PM	APRV

2	Manuel Chapa	Manuel Chapa	10/08/2008 07:32 AM	APRV
3	Auditor's Office	Linda Fong	10/09/2008 09:31 AM	APRV
4	Purchasing Department	Marty Salazar	10/09/2008 11:02 AM	APRV
5	Court Administrator	Angela Garcia	10/09/2008 11:11 AM	APRV

Form Started By: Dairen Sarmiento

Started On: 10/07/2008 01:23 PM

Final Approval Date: 10/09/2008

**Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation**

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on 10/7/2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office	<u>\$266.00</u>
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)	

Amount to be paid (Per the Payment Itemization Report from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.)	<u>\$266.00</u>

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

<u></u>	<u>10/7/08</u>
Approved by Human Services Director	Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.



Provider Payment Itemization



10/7/2008

[Home](#) [Find](#) [Add](#) [Interview](#) [Analyze](#) [Administer](#) [Help](#) [Logout](#)

Batch Record: BatchID=146 Updated 10/7/2008 1:17:58 PM by Dairen.Sarmiento

[Edit](#)

Provider Payment Itemization
Explanation of Benefits for Batch # fy09-07-utmb
10/14/2008

There are 2 total payments consisting of a total of 3 payment lines. The Billed total is \$760.00; the Paid total is \$266.00; the difference is \$494.00. You may also view results in [Client Itemization](#), [Accounting Itemization](#), [Health Care Services Record](#), or [Excel®](#).

The following Providers have payments in this itemization:

1. [UTMB FACULTY GROUP PRACTI](#) ([View Payment Itemization](#)) ([List Batch Payments](#))

PAYMENTID	MR#	PROVIDER	PROVIDER TAXID	PROGRAM	SERVICE START	BILLED	PAID	BATCH	STATUS
195063	902983	UTMB FACULTY GROUP PRACTI	325716	Hidalgo CIHCP	8/27/2008	\$725.00	\$253.75	fy09-07-utmb	paid
188111	017193	UTMB FACULTY GROUP PRACTI	325716	Hidalgo CIHCP	8/12/2007	\$35.00	\$12.25	fy09-07-utmb	paid
						\$760.00	\$266.00		

DATE: October 7, 2008

AI#11592

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Indigent Health Care Program

ACCOUNT NUMBER: 8-1249-444-00-240-00X-9- XXX

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 Inter-departmental transfer/s (transfer in/out) (increase/decrease) in
accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1249-444-00-240-004-9- 843	UPL FY 2008-2009 - AID TO NONGOVT AGENCY	(266.00)
TO		
8-1249-444-00-240-003-9- 899	INDIGENT FY 2008-2009- CONTINGENCY	266.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer needed to fund UTMB Faculty Group Practice in the amount of \$266.00

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-11644

7.A.

**Proclamation - Eugene Gutierrez
CC REGULAR**

Date: 10/14/2008

Submitted By: Roxanne De La Garza, COUNTY JUDGE

Department: COUNTY JUDGE

Agenda Area: County Judge's Office

Information

CAPTION

Approval of Proclamation recognizing October as Breast Cancer Awareness Month in Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: [Proclamation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/09/2008 07:53 AM	APRV
2	Erika Reyna	Erika Reyna	10/09/2008 02:57 PM	APRV
3	Auditor's Office	Linda Fong	10/10/2008 08:35 AM	APRV
4	Purchasing Department	Marty Salazar	10/10/2008 02:17 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 02:25 PM	APRV
Form Started By: Roxanne De La Garza			Started On: 10/08/2008 04:49 PM	
Final Approval Date: 10/10/2008				

PROCLAMATION

- Whereas:*** An estimated 15,132 Texas women and 103 Texas men will be diagnosed with breast cancer in 2008, and or about 2,804 women and 25 men will die of the disease. Nationally, breast cancer is the most common form of cancer in women.
- Whereas:*** in Hidalgo County, there will be expected new cases of breast cancer in 304 women and 2 male with expected deaths to 58 women and no males.
- Whereas:*** research shows that breast cancer mortality could be reduced by at least 30 percent if women followed recommended breast cancer screening guidelines.
- Whereas:*** all women have a chance of developing breast cancer. Women 50 or older are the most likely to develop breast cancer. African American women are the most likely to die of breast cancer than any other group of women. Getting a mammogram and breast exam only once is not enough. The American Cancer Society recommends that women get a mammogram and clinical breast examination every year beginning at age 40.
- Whereas:*** a woman has the greatest chance of successful treatment if breast cancer is found at an early stage. Early detection practices are part of a good breast health routine. A good breast health routine includes a yearly mammogram, clinical breast examination and monthly breast self-examination.
- Whereas:*** further, Medicare helps pay the cost of a yearly mammogram for women age 40 or older with Medicare Part B.

Now, Therefore be it proclaimed that the Commissioners Court of Hidalgo County hereby proclaims the Month of October as Breast Cancer Awareness Month in Hidalgo County.

JUAN D. SALINAS III
County Judge

SYLVIA S. HANDY
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

OSCAR GARZA, JR.
County Commissioner, Pct. 4

Attest:

ARTURO GUAJARDO, JR.
County Clerk

AI-11645

7.B.

Proclamation - Eugene Gutierrez

CC REGULAR

Date: 10/14/2008

Submitted By: Roxanne De La Garza, COUNTY JUDGE

Department: COUNTY JUDGE

Agenda Area: County Judge's Office

Information

CAPTION

Approval of Proclamation honoring Eugene Gutierrez.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: [Proclamation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/09/2008 07:54 AM	APRV
2	Erika Reyna	Erika Reyna	10/09/2008 02:58 PM	APRV
3	Auditor's Office	Linda Fong	10/10/2008 08:36 AM	APRV
4	Purchasing Department	Marty Salazar	10/10/2008 02:17 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 02:25 PM	APRV
Form Started By: Roxanne De La Garza			Started On: 10/08/2008 04:52 PM	
Final Approval Date: 10/10/2008				

PROCLAMATION

WHEREAS, Mr. Eugene Gutierrez was born on September 14, 1921 in Harlingen, TX, the fourth of seven children; and

WHEREAS, Mr. Gutierrez grew up during the 1929-1930 recession years, working various jobs, selling newspapers, shining shoes, as a dishwasher in cafés, to help with living expenses.; and

WHEREAS, On August 15, 1941, he voluntarily enlisted in the U.S. Army to save money for college, as he was aware that his parents financial status would not be sufficient to provide further education after high school for a family of seven; and

WHEREAS, In July of 1942, Mr. Gutierrez volunteered for a special operations unit named the First Special Service Force, not knowing the secrecy involved.; and

WHEREAS, The First Special Service Force participated in combat from the North Pacific to the Mediterranean and European Theatres of War; and

WHEREAS, After the war, Mr. Gutierrez attend and completed college and began his teaching career with McAllen ISD ; and

WHEREAS, In 1953 Mr. Gutierrez became the first Hispanic principal; and

NOW, THEREFORE BE IT PROCLAIMED, that the Hidalgo County Commissioners Court hereby recognizes Mr. Eugene Gutierrez for his commitment to service and education.

JUAN D. SALINAS III
County Judge

SYLVIA S. HANDY
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

OSCAR GARZA, JR.
County Commissioner, Pct. 4

Attest:

ARTURO GUAJARDO, JR.
County Clerk

AI-11667
RMA Public Hearing
CC REGULAR

7.C.

Date: 10/14/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Information

CAPTION

Action to call a Public Hearing on the creation of Hidalgo County Transportation Reinvestment Zone No. 1 to be located on property impacted by the Hidalgo County Loop Project.

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> No fiscal impact.	

Attachments

Link: [hearing](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/09/2008 04:18 PM	APRV
2	Erika Reyna	Erika Reyna	10/10/2008 09:41 AM	APRV
3	Auditor's Office	Linda Fong	10/10/2008 01:51 PM	APRV
4	Purchasing Department	Marty Salazar	10/10/2008 02:18 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	10/10/2008 02:26 PM	APRV
Form Started By: Monica Badillo			Started On: 10/09/2008 03:57 PM	
Final Approval Date: 10/10/2008				

October 14, 2008

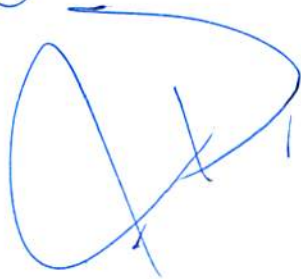
Commissioner's Court Agenda Item

Action to call a Public Hearing on the creation of Hidalgo County Transportation Reinvestment Zone No. 1 to be located on property impacted by the Hidalgo County Loop Project.

10 Day Notice of
Public Hearing - Oct 28. Public
Hearing

Brian Cassidy - 512
305
4855

Valde
call Steve
Cain about this



AI-11633

7.D.

**Penitas TIRZ #1 Agreement
CC REGULAR**

Date: 10/14/2008

Submitted By: Erika Reyna, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of modifications to the Interlocal Agreement for the City of Penitas Tax Increment Reinvestment Zone #1 approved by Commissioners' Court on February 14, 2005.

BACKGROUND

Clean copy of the agreement will be presented at CC.

Fiscal Impact

Attachments

Link: [Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/10/2008 03:56 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/10/2008 03:57 PM	APRV
3	Auditor's Office		10/10/2008 04:18 PM	NEW
Form Started By: Erika Reyna			Started On: 10/08/2008 02:11 PM	
Final Approval Date: 10/10/2008				

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the **CITY OF PENITAS, TEXAS** (“City”), a municipal corporation and home-rule city of the State of Texas principally situated in Hidalgo County, acting by and through its governing body, the City Commission; **HIDALGO COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Hidalgo County Commissioners Court (“County”); and **REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS** (the “Zone”), a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code.

The City, the County and the Zone hereby agree to the following terms and conditions of this Agreement.

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

“Agreement” means this Interlocal Agreement between the City, the County and the Zone.

“Captured Appraised Value” means the captured appraised value of the Zone, as defined by Chapter 311, Texas Tax Code.

“City” means the City of Penitas, Texas, and its successors and assigns.

“Countersignature Date” means that date shown as the date countersigned by the City Attorney on the signature page of this Agreement.

“County” means Hidalgo County, Texas, and its successors and assigns.

“County Tax Increment Participation” means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Zone pursuant to Subsections A and B of Section III of this Agreement.

"Project" means the development of property within the boundary of the reinvestment zone, and as described in the Preliminary Project Plan.

“Project Plan” means the project plan and reinvestment zone financing plan for the Zone, a true and correct copy of which is attached to this Agreement as **Exhibit 2**, and such amendments and revisions to such plan as may be adopted by the board of directors of the Zone and approved by the City Council of the City.

“Tax Increment Fund” means the tax increment fund created by the City in the City Treasury for the Zone.

“TIRZ Obligation” means any financial obligation of the TIRZ related to the implementation of the Project Plan, as amended, including reimbursement agreements with developers within the Zone.

“Zone” means Reinvestment Zone Number One, City of **Penitas**, Texas, created by the City on November 3, 2004, by Ordinance No. 2004-05, a true and correct copy of said ordinance is attached to this Agreement as **Exhibit 1**, which ordinance was amended by the City on

February 11, 2005, by Ordinance No.2005-01, a true and correct copy of which is attached to this agreement as **Exhibit 3**.

Otherwise, the terms used herein have the meanings ascribed to them in Chapter 311, Texas Tax Code.

II. BACKGROUND

On November 3, 2004, the City created the Zone by adoption of City Ordinance No. 2004-05, for the purposes of development and redevelopment of the property within the Zone pursuant to the Project Plan. The City has agreed to participate in the Zone by contributing tax increments produced in the Zone to the Tax Increment Fund. The County desires to participate in the Zone, beginning with the 2005 tax year, in consideration for the agreements set forth below. The parties now desire to enter into an interlocal agreement pursuant to Section 311.013(f) of the Texas Tax Code.

III. OBLIGATIONS OF COUNTY

A. Tax Increment Participation.

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, the County agrees to participate in the Zone by contributing to the Tax Increment Fund during the term of this Agreement equal to the tax increment with respect to the Captured Appraised Value in the Zone attributable to the County based on 95% of the lesser of (i) \$0.5095 per \$100 of taxable valuation, or (ii) the actual Maintenance and Operations ad valorem tax rate levied by the County for the applicable tax

year.

B. County Tax Increment Limitation

The County is not obligated to pay the County Tax Increment Participation from any source other than taxes collected on the Captured Appraised Value. Furthermore, the County has no duty or obligation to pay the County Tax Increment Participation from any other County taxes or revenues, or until the County Tax Increment Participation in the Zone is actually collected. The obligation to pay the County Tax Increment Participation accrues as taxes representing the County Tax Increment Participation are collected by the County, and payment with respect to all taxes collected as of January 31, shall be due 90 days after the delinquency date for such taxes in accordance with Section 311.013(c) of the Texas Tax Code (as of the date hereof, the delinquency date is February 1) for each year the County participates in the Zone, it being agreed by the parties that the first payment shall be due May 1, 2009 and shall include the tax increment collected by the County beginning with tax year 2005 with no penalty or interest due with respect to any payments for tax years 2005, 2006 and 2007 made on or before May 1, 2009 because this Agreement had not been executed in time for such payment or any portion thereof to have been due at any earlier time. Any portion of the taxes representing the County Tax Increment Participation that are paid to the County and subsequently refunded pursuant to the provision of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund. Taxes remaining delinquent for five years shall be considered uncollectible and any taxes thereafter collected by the County shall not be deemed part of the County Tax Increment

Participation.

Further, as provided in Section 311.013(d), Texas Tax Code, the County is not required to pay a tax increment into the tax increment fund of the zone after three years from the date the zone is created unless the following conditions exist or have been met within the three year period: (1) bonds have been issued for the zone under Section 311.015, Texas Tax Code; (2) the municipality has acquired property in the zone pursuant to the Project Plan; or (3) construction of improvements pursuant to the Project Plan has begun in the zone. The Zone represents to the other parties that construction pursuant to the Project Plan commenced within three years of creation of the Zone.

C. Expansion of the Zone.

The obligation of the County to participate in the Zone is limited to the area described in the Project Plan. The County's participation does not extend to the tax increment on any additional property added to the Zone unless the County specifically agrees to participate in the additional area.

D. Board of Directors

Notwithstanding anything to the contrary in City's Ordinance creating the Zone, pursuant to the provisions of Section 311.009(a), Texas Tax Code, the County shall have the unequivocal right to appoint and thereafter at all times maintain one (1) member on the Board of Directors of the Zone. Failure of the County to appoint a person to the Board of Directors of the Zone shall not be deemed a waiver of the County's right to make an appointment at a later date. The

County will make best faith efforts to appoint and maintain a person to serve on the Board of Directors. The County may also appoint and maintain as many non-voting ex officio members on the Board of Directors of the Zone as the County may desire.

IV. OBLIGATIONS OF THE CITY AND THE ZONE

A. Project Plan

Any member of the County Commissioners Court may review and comment upon any amendment to the Project Plan prior to its approval by the City Commission. The City agrees to provide the County Judge and the County Auditor with any proposed amendments to the Project Plan at least thirty (30) days prior to their submission to the City Commission for approval. The City agrees to work with the Zone Board of Directors to implement the Project Plan.

The City and the Zone agree to comply with the Project Plan. The City agrees to provide prior written notice to the County of any proposed amendments to the Project Plan. The County shall have a period of 30 business days from the date of receipt of such notice of a proposed change to provide comments and objections to the proposed change. If the County timely provides written notice to the City that it objects to the proposed change, and (i) the change materially alters the Project Plan (which may include previously approved amendments) in its form prior to the proposed amendment (the “Project Plan Prior to Proposed Amendment”); (ii) the objection, as set out in the notice, is not resolved within 45 business days from the date of ~~such~~the City’s receipt of the County’s notice; and (iii) the City approves such change

notwithstanding the County's objection, then the County may thereafter discontinue its Tax Increment Payments and terminate its participation in the ~~ZONE.~~ Zone; provided that the County's discontinuation shall not become effective until such time as all TIRZ Obligations incurred with respect to the Project Plan Prior to Proposed Amendment are paid in full (the "County's Termination Effective Date"). Prior to the County's Termination Effective Date, the County shall remain a participant in this Agreement and shall be bound by its terms.

A change to the Project Plan is not considered material under the preceding paragraph unless it provides for improvements or costs unrelated to the projects and costs in the Project Plan as of the date of this Agreement. If the County does not provide notice of its objections within 45 days as provided above, the changes to the Project Plan are deemed approved.

B. Disposition of Tax Increments

Upon termination of the Zone, and after all obligations and bonded indebtedness of the Zone have been paid, the City and the Zone shall pay to the County, within sixty (60) days of said termination, all monies remaining in the Tax Increment Fund that are attributable on pro rata basis to the County Tax Increment Participation paid by the County into the Tax Increment Fund.

C. Audits and Annual Reports

(i) In the event the City recreates a redevelopment authority in connection with the Zone, the City shall provide to the County Judge, with a copy to the County Auditor, a copy of the each of the audits required by the agreement between the City, the Zone and any such

redevelopment authority within thirty (30) days of receipt of each audit.

(ii) All annual or other reports required by Chapter 311 of the Tax Code shall be provided to the County Judge as required therein with a copy to the County Auditor, and if the applicable report is filed late, the County shall not be required to make payments under Article III ~~unless~~until it has received such reports (and penalties and interest shall not accrue for any such payment until 30 days following receipt of a late-filed report). The County Auditor shall be authorized to audit Zone records at the County's expense upon reasonable notice to the Zone and the City.

D. Plats and Subdivisions

The Parties agree to cooperate to so that the City and the County can properly account for all tax accounts within the Zone. The Zone agrees to use its best efforts to (i) provide such information as the County and the Hidalgo County Appraisal District may reasonably need to properly allocate tax accounts to the Zone, and (ii) provide copies of all plats approved within the Zone to the County Judge, the County Auditor, and the Hidalgo County Appraisal District.

V. TERM AND TERMINATION

A. Agreement Term

This Agreement becomes effective as of the date of the final signature hereto. The term of this Agreement shall commence with the tax year beginning on January 1, 2005. This Agreement terminates on the earlier of (i) December 31, 2034; (ii) the termination of the Zone as

provided in Section 311.017 of the Texas Tax Code; or (iii) termination by the parties hereto consistent with all applicable laws. Nothing in this Agreement limits the authority of the Hidalgo County Commissioners Court to extend the term of this Agreement. Upon termination of this Agreement, the obligation of the County to contribute to the Tax Increment Fund for the Zone shall end; however, any refund obligations of the City, the Zone or any related redevelopment authority shall survive such termination.

B. Early Termination

The Zone may terminate pursuant to the provisions of Section 311.017 of the Texas Tax Code.

VI. MISCELLANEOUS

A. Severability

In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's, or any other party's, contributions or participation, then neither the County, nor any other party, shall have any liability for any incremental or other payments as may otherwise be provided for in this Agreement.

B. Entire Agreement

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. Written Amendment

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

D. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address set out below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

The initial addresses of the parties, which any party may change by giving written notice of its changed address to the other parties, are as follows:

City

City Manager
P.O Box 204
Penitas, Texas 78576

Hidalgo County

Hidalgo County Commissioners Court
Hidalgo County Courthouse
100 North Closner Blvd
Edinburg, Texas 78539
Attention: County Judge

Zone

Reinvestment Zone No. 1
c/o Hawes Hill Calderon, LLP
10103 Fondren Road # 300
Houston, Texas 77096
Attn: Bill Calderon

E. Non-Waiver

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

F. Assignment

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties. No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

G. Successors

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer, agent or employee of

the City, the Zone or the County.

H. No Waiver of Immunity

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

I. Force Majeure

The parties agree that in the event a party's performance of any obligation under this Agreement is delayed due to the act or failure or delay in acting of another party or another government entity [\(so long as such failure is not caused by an act or omission of the delaying party\)](#), then such party's time to perform shall be extended by the length of the delay provided that the party whose performance has been delayed gives prompt written notice thereof to the other parties hereto. The parties further agree that in the event any payment hereunder is miscalculated due to errors in the information provided to the party making the calculation or making the payment based on such calculation, that such payment shall be promptly adjusted upon the parties becoming aware of the miscalculation and agreeing to the proper calculation (e.g., in the event the Hidalgo County Appraisal District omits a tax account that should be in the Zone from calculations of the tax increment attributable to the Zone). It is the parties intention that all of the parties work together in good faith to correct any such delays or miscalculations and that no interest or penalty shall be due with respect to any such delays or miscalculations.

J. Exhibits

This Agreement includes the following exhibits:

Exhibit 1: City of Penitas Ordinance No. 2004-05

Exhibit 2: Project Plan

Exhibit 3: City of Penitas Ordinance No. 2005-01

IN WITNESS HEREOF, the City, the County and the Zone have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF PENITAS, TEXAS

Mayor
City of Peñitas, Texas
Date: _____

ATTEST:

City Secretary
City of Peñitas, Texas
Date: _____

COUNTERSIGNED:

City Attorney
Date: _____

HIDALGO COUNTY, TEXAS

By: _____
Name: J.D. Salinas III
Title: County Judge
Date: _____

ATTEST:

Arturo Guajardo, Jr.
County Clerk
Date: _____

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Name: Stephen L. Crain
Date: _____

**REINVESTMENT ZONE NUMBER ONE,
CITY OF PENITAS, TEXAS**

By: _____
Name: _____
Title: Chairman, Board of Directors
Date: _____

ATTEST/SEAL:

By: _____
Name: _____
Title: Secretary, Board of Directors
Date: _____

Exhibit 1
City Ordinance No. 2004-05

Exhibit 2
Project Plan

Exhibit 3
City Ordinance (as amended) No. 2005-01

Document comparison done by DeltaView on Wednesday, September 03, 2008 3:34:29 PM

Input:	
Document 1	file://C:/Documents and Settings/taustin/Desktop/7-11-08 TIRZ Clean Agreement.doc
Document 2	file://C:/Documents and Settings/taustin/Desktop/205124.doc
Rendering set	Standard

Legend:	
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~~Moved from~~	
<u>Moved to</u>	
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~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Insertions	18
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Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	26

AI-11582

8.A.

**Inter-Departmental Transfers
CC REGULAR**

Date: 10/14/2008

Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION

Submitted For: A.A. Tony Pena, Jr.

Department: EMERGENCY SERVICES DIVISION

Agenda Area: Emergency Services Division

Information

CAPTION

Approval of 2008 interdepartmental transfer from various fire departments to Alamo Fire Department (program 002), Alton Fire Department (program 003), Donna Fire Department (program 004), Edcouch Fire Department (program 005), Edinburg Fire Department (program 006), Elsa Fire Department (program 007), La Joya Fire Department (program 009), and Linn-San Manuel Fire Department (program 011) in the total amount of \$78,856.00 (1100) .

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-422-20-300-0XX-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balances as of 10/09/08:

Program 012 - \$1,335.00
Program 013 - \$8,120.00
Program 014 - \$31,761.50
Program 015 - \$26,890.00
Program 016 - \$29,135.00

Attachments

Link: [Inter-Dept Trans.101408](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/07/2008 09:01 AM	APRV
2	Erika Reyna		10/07/2008 09:01 AM	NEW
3	Auditor's Office		10/07/2008 09:01 AM	
4	Purchasing Department		10/07/2008 09:01 AM	
5	Court Administrator		10/07/2008 09:01 AM	
8	Auditor's Office	Linda Fong	10/09/2008 02:26 PM	APRV
9	Erika Reyna		10/09/2008 02:27 PM	PEND

Form Started By: Yolanda Orozco

Started On: 10/06/2008 04:14
PM

Final Approval Date: 10/09/2008

DATE: October 14, 2008

DEPARTMENT HEAD: A.A. Tony Pena, Jr.

DEPARTMENT NAME: Hidalgo County Fire Marshal

ACCOUNT NUMBER: 8-1100-422-20-300-XXX-0-841

CONTACT PERSON: Yolanda Orozco Telephone No: 956/318-2656

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM:		
8-1100-422-20-300-012-0-841	McAllen Fire Department	(530.00)
8-1100-422-20-300-013-0-841	Mercedes Fire Department	(4,840.00)
8-1100-422-20-300-014-0-841	Mission Fire Department	(29,116.50)
8-1100-422-20-300-015-0-841	Monte Alto Fire Department	(26,200.00)
8-1100-422-20-300-016-0-841	Palmview Fire Department	(18,169.50)
TO:		
8-1100-422-20-300-002-0-841	Alamo Fire Department	5,120.00
8-1100-422-20-300-003-0-841	Alton Fire Department	22,980.00
8-1100-422-20-300-004-0-841	Donna Fire Department	5,410.00
8-1100-422-20-300-005-0-841	Edcouch Fire Department	1,725.00
8-1100-422-20-300-006-0-841	Edinburg Fire Department	14,385.00
8-1100-422-20-300-007-0-841	Elsa Fire Department	5,495.00
8-1100-422-20-300-009-0-841	La Joya Fire Department	22,085.00
8-1100-422-20-300-011-0-841	Linn San Manuel Fire Department	1,656.00
TOTAL BUDGET INCREASE (DECREASE)		\$78,856.00

REASON: Transfer from one account to another to cover expenditure of Fire Calls.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-11643

8.B.

**Resolution - Hazard Mitigation Action Plan
CC REGULAR**

Date: 10/14/2008
Submitted By: Brenda Garza, COUNTY JUDGE
Submitted For: Tony Pena
Department: COUNTY JUDGE
Agenda Area: Emergency Services Division

Information

CAPTION

Approval of Resolution to adopt the Hazard Mitigation Action Plan.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No fiscal impact.

Attachments

Link: Resolution to adopt Hazard Mitigation
Action Plan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/09/2008 07:53 AM	APRV
2	Erika Reyna	Erika Reyna	10/09/2008 08:29 AM	APRV
3	Auditor's Office	Linda Fong	10/10/2008 08:40 AM	APRV
4	Dina Trevino		10/10/2008 04:18 PM	NEW

Form Started By: Brenda Garza
Started On: 10/08/2008 04:43 PM
Final Approval Date: 10/10/2008

RESOLUTION

WHEREAS, a range of hazards in the 14-county Rio Grande Border Region of Texas historically have caused significant disasters with losses of life and property and natural resources damage;

WHEREAS, the Federal Disaster Mitigation Act of 2000 and FEMA require communities to adopt a hazard mitigation action plan (HazMAP) to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, Texas A&M International University and the non-profit Rio Grande Institute are coordinating the HazMAP planning process for the 14-county region, and has put into place a framework for coordinated and focused hazard mitigation actions at both the local and regional levels; and

WHEREAS, the County of Hidalgo has been an active participant in the regional HazMAP planning process, as well as having conducted and documented its own community public involvement process; and

WHEREAS, the County HazMAP is a record of the community's potential risks and hazards and commitment to reducing the long-term consequences of hazards. The HazMAP outlines mitigation goals, identifies risk reduction strategies for hazards that threaten the area, and discusses the ongoing risk reduction strategies to be undertaken within the jurisdiction.

NOW THEREFORE BE IT RESOLVED THAT:

The County of Hidalgo adopts those portions of the *"Cover the Border Hazard Mitigation Action Plan, 2007-2012,"* that pertain to the County of Hidalgo.

The responsibility and authority vests with the Emergency Management Coordinator of the County Judge's Office to inform all parties of any action; develop an addendum as necessary; assure that the plan will be reviewed at least annually and that any needed adjustments will be developed and presented to the Commissioners Court, as necessary, to carry out the objectives of the Hazard Mitigation Action Plan.

The County will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies.

The County will continue to participate in the multi-jurisdictional HazMAP planning process, including reporting of progress as required by FEMA and the Governor's Division of Emergency Management.

AI-11688

9.A.

DA Perm. Position

CC REGULAR

Date: 10/14/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: District Attorney

Information

CAPTION

Discussion and/or clarification regarding slot # 080-007-0082 approved by Comm. Court on 06/17/08 as a temporary position; requesting approval as a regular full time/limited duration position as originally requested. Position is funded by DA Investigation-HB 65 Fund.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/10/2008 03:33 PM	APRV
2	Ivan Cantu		10/10/2008 04:18 PM	PEND
Form Started By: Angela Garcia			Started On: 10/10/2008 03:19 PM	
Final Approval Date: 10/10/2008				

AI-11616

10.A.

**Planning Department
CC REGULAR**

Date: 10/14/2008
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesein
Department: PLANNING DEPT.
Agenda Area: Planning Department

Information

CAPTION

1. Preliminary Approval:
 - a. Ash Subdivision - Pct. 1 (Roger Beethel)
 - b. Elite Village Subdivision Phase I - Pct. 3 (Laura Coffman)
 - c. Bentsen Heights Subdivision - Pct. 3 (Eduardo Sanchez)
 - d. The Estates of Santa Cruz Ranches No. 2 - Pct. 4 (Kyle Ruppert)
2. Reimbursement of a Cash Deposit:
 - a. Adile Subdivision - Pct. 4 (Roy & Elida Luna)
3. Discussion regarding drainage issues as it pertains to new subdivision development
4. Update on Street Light Program authorized by House Bill 573

BACKGROUND

Fiscal Impact

Attachments

Link: [Ash - Preliminary](#)
Link: [Ash Topo;Plat](#)
Link: [Elite Village Ph. I - Preliminary](#)
Link: [Elite Village Ph. I;Plat](#)
Link: [Bentsen Heights - Preliminary](#)
Link: [Bentsen Hts;Plat](#)
Link: [The Estates of Santa Cruz Ranches
No. 2 - Preliminary](#)
Link: [The Estates of Santa Cruz 2;Plat](#)
Link: [Adile Subdivision - Reimbursement](#)
Link: [Ash;Plat](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/08/2008 09:59 AM	APRV

2	Dale Kennan	Dale Kennan	10/08/2008 10:20 AM	APRV
3	Auditor's Office	Linda Fong	10/10/2008 08:41 AM	APRV
4	Purchasing Department	Marty Salazar	10/10/2008 02:15 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 02:25 PM	APRV

Form Started By: Nora Cavazos

Started On: 10/07/2008 05:01 PM

Final Approval Date: 10/10/2008



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Segin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Segin, P.E., Planning Administrator

DATE: October 14, 2008

RE: **Ash Subdivision– Pct. 1**
Preliminary Approval

Ash Subdivision is a thirteen (13) lot subdivision located on the South east corner of Mile 12 North & Victoria Road.

The proposed Subdivision lies within the City of Donna E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 30, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty five (35) feet on Victoria Road and twenty (20) feet on Mile 12 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Gustavo Chapa and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Victoria Road. That will serve as the primary server of water for the development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code with the exception of the following comments.

Our department originally was requiring that the proposed 24" outfall located at the Northeast corner of the development be extended westerly to the intersection of Mile 12 Rd and Victoria Road and the installation of a new line along the Southern line of Lot 1 from Victoria Rd to the drain ditch. We have met with the engineer and discussed our requirements as stated above. They are not receptive to our request and are wanting to leave the plan as originally submitted. The Planning Department has no objection to leaving the 24" proposed outfall at the Northeast corner of Lot 13. However, we are requiring that the aforementioned storm sewer line along the North boundary of Lot 13 be installed. This will assist in channeling water from the natural drainage basin to the ditch while minimizing flooding of Victoria Rd. and Mile 12 North.

The Hidalgo County Advisory Board convened and recommended to deny Preliminary Approval on **October 7, 2008**. This item is now before you.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision:

Ash 2nd Review

Page

1 of 1

[illegible]

DRAINAGE REPORT
ASH SUBDIVISION
CITY OF DONNA ETJ
HIDALGO COUNTY, TEXAS

This site is vacant, un-developed and covered by dirt having recently been cultivated. Previous use includes agriculture uses and farming. There are no structures located on this tract of land. The site is rectangular in shape with 1,320.00 feet of frontage along Victoria Road and 795.80 feet of frontage along Mile 12 North Road. There exists a large ditch along the west side of this tract of land that is held by the Donna Irrigation District. Both Roadways are un-paved and consist of dirt and some culchie with no bor ditch improvements. Estimated residential impervious area improvements to each proposed lot for the purpose of this report is 6,000 square feet per residential lot.

Victoria Road is situated on 30.0 feet of right-of-way and a total of 45.0 feet with a 15.0 foot dedication along the east side by this proposed plat. Mile 12 North Road currently has 40.0 feet of right-of-way and a total of 50.0 feet of right-of-way with a 20.0 foot dedication by this plat. As stated earlier, neither roadways are improved with pavement or storm sewer improvements. Located to the south of this proposed subdivision is Victoria Groves Subdivision (Vol. 30, Page 84, H.C.M.R.) - a residential development.

The lands occupied by the proposed site are located in part within Zone "X" according to the FIRM dated June 06, 2000 - Community Panel No. 480334 0450 C. A review of Sheet 95 of the Soils Survey of Hidalgo County, Texas, reveals that the underlying conditions of the subject property consist of a Hidalgo fine sandy loam complex with slopes between 0 and 1 percent. Such soils are well drained and surface runoff is slow. Permeabilities are moderate and the available water capacities are medium.

Cross section elevations of the subject property reveal that drainage is via overland flow in a north - northeasterly direction away from Victoria Road at an average slope of 0.25% over an average drainage area of approximately 1,200.0 feet. Upon reaching a saturated condition, runoff from site this does not appear to enter Victoria Road but may possibly enter Mile 12 North Road at or near the northeast corner of this site. Some runoff may enter the site from Victoria Road due to the lack of curb and gutter on this side of the road. This site is not a contributing source of runoff to Victoria Road. Some pavement improvements along Victoria Road but no real drainage improvements. However, the greatest concern along Victoria Road near this proposed subdivision is in poor condition and does little in the area of drainage.

In accordance with the drainage policies of the City of Donna and the County of Hidalgo, the subdivision shall be required to retain on-site the total volume of water created by the post-development of this property. Using the Rational Method over a 10-year frequency storm event, an existing drainage coefficient of 0.20 and a future computed drainage coefficient of 0.26, an average drainage run of 1,200.0 feet and an average slope of 0.25%, it was computed that the improved condition would produce an additional volume of 33,095.36 cubic feet (or 0.76 Acre-Feet) of drainage waters.

The subdivider is required to limit the amount of off-site discharge from this site to a maximum of 11.08 CFS, the current drainage condition. Detention of the minimum 33,095.36 cubic feet of drainage waters shall be pre-arranged over each of the 13 lots for a minimum required detention of 2,546 cubic feet per lot. This detention shall be accomplished by the provision of a drainage swale in each of the 13 lots. The drainage swales shall be a minimum of 15.0 feet wide and a drainage swale adjacent shall be provided for each swale at the rear of each of the 13 lots. The swales shall not exceed a depth of 3.0 feet and shall be slope 1:3 - standard.

improvements to either Victoria or Weir Road under the planning process, requires pavement improvements. The subdivider of a minimum shall provide for the placement of underground crossing culverts for each lot so as not to impede the flow of drainage waters along Victoria Road. All culvert details and crossing shall conform to the requirements of the County planning department. The details of the bar ditch grading plan and culvert details can be seen on the drainage plan for this proposed subdivision.

The bar ditches shall be graded and sloped such that runoff from both roadways will be channeled north and thence east. The outfall into the existing ditch (if permitted by the irrigation district) located along the east side of the subject property. The proposed plan will match the irrigation ditch right-of-way of 63.47 feet as provided by the Victor's Groves development to the south of this property. The outfall shall consist of an underground concrete structure complete with concrete safety and treatment and underground 18" reinforced storm sewer line (or as determined and required by the Donna Irigation District) into a ditch that runs north to the Donna Irigation District. The ditch shall comply with the requirements of the Hidalgo County Brineage District No. 1 and the Donna Irigation District.

No paving improvements are being planned by this developer to the roadway unless otherwise directed by the subdivision plotting process.

Date: October 12, 2007

CERTIFICATION

By my signature below, I certify that this subdivision lies in a Flood Zone "X" (shading) - Areas of 500-year flood; Areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood. Also, Flood Zone "X" (no shading) - Areas determined to be outside 500-year floodplain. (Community-Panel No. 480334 0450 C - Map revised June 5, 2000; Revised to reflect LQMR dated May 30, 2002)

David Omar Salinas,
Registered Professional Engineer #71973
Registered Professional Land Surveyor #5782

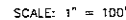
DATE _____



1. CONC. TO HAVE 3000 P.S.I. MIN.
28 DAYS COMPRESSION STRENGTH.
2. STEEL TO HAVE 4000 P.S.I.
YIELD STRENGTH.

STORM DISCHARGE STRUCTURE

SCALE: 1"=40'



LEGEND

	FOUND 1/2" IRON ROD
	SET 1/2" IRON ROD
	FOUND COTTON PICKER SPINDLE
	IRRIGATION STAND PIPE
	SINGLE POLE SIGN
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
M.C.D.R.	MIDALGO COUNTY DEED RECORD
M.C.M.R.	MIDALGO COUNTY MAP RECORD

SECTION A-A
RAINAGE SWALE DETAIL

SCALE: N.T.

SECTION B-B
VICTORIA ROAD SECTION
WITH RE-GRADED BAR DITCH

SCALE: N.T.

SECTION C-C
MILE 12 NORTH ROAD SECTION
WITH RE-GRADED BAR DITCH

SCALE: N.T.S.

[illegible]

INDEX SHEET OF ASH SUBDIVISION

[illegible]

SE

SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2921 DAFFODIL - McALLEN, TEXAS 78601
(956) 682-9081 (956) 686-1489 (FAX)

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVE OMAR SALINAS, P.E., TX, REG. NO. 71973 ON JUNE 25, 2008. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Segin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Segin, P.E., Planning Administrator

DATE: October 14, 2008

RE: **Elite Village Phase I Subdivision– Pct. 3**
Preliminary Approval

Elite Village Phase I is a thirty four (34) lot subdivision located on the East side of Texan Road approximately ¼ mile North of Mile 4 North Road.

The proposed Subdivision lies within the City of Mission E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 7, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on Texan Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by La Joya Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 4 North Road that will serve as the primary source of water for the proposed development.

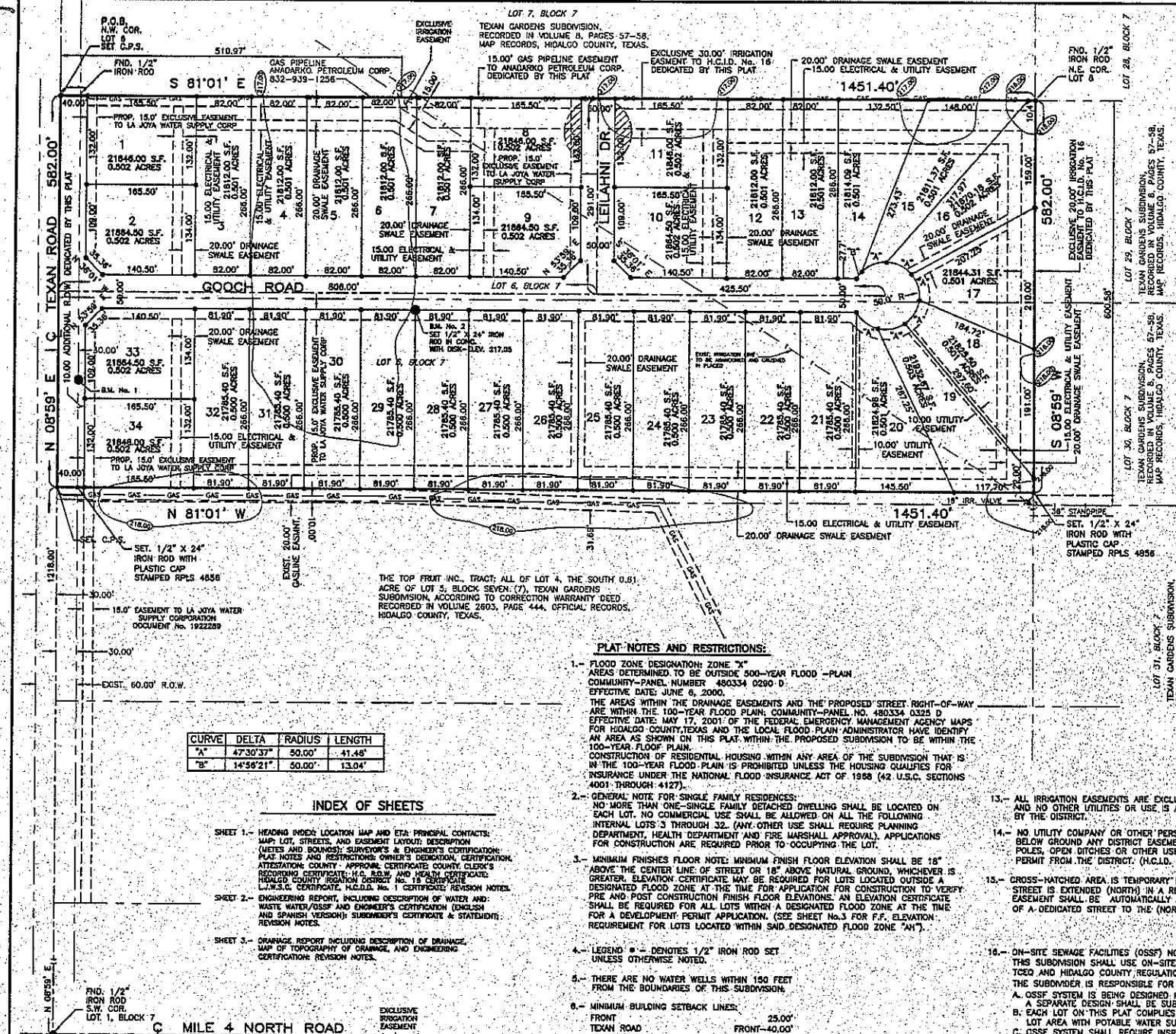
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval on October 7, 2008** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mission.

1 of 2

Page 1 of 2

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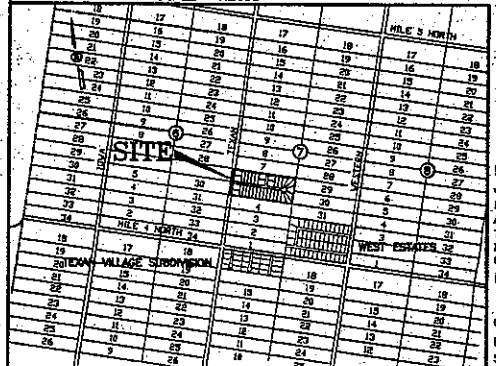


CURVE	DELTA	RADIUS	LENGTH
A	47°30'37"	50.00'	41.46'
B	14°58'21"	50.00'	13.04'

INDEX OF SHEETS

- SHEET 1 - HEADLINE LOCATION MAP AND ETC. PRINCIPAL CONTACTS, METES AND BOUNDS, SURVEYOR'S & ENGINEER'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, COUNTY CLERK'S CERTIFICATION, CITY CLERK'S CERTIFICATION, CITY ENGINEER'S CERTIFICATION, CITY PLANNING & ZONING COMMISSION'S CERTIFICATION, CITY HEALTH DEPARTMENT'S CERTIFICATION, CITY FIRE DEPARTMENT'S CERTIFICATION, CITY POLICE DEPARTMENT'S CERTIFICATION, CITY PUBLIC WORKS DEPARTMENT'S CERTIFICATION, CITY WATER DEPARTMENT'S CERTIFICATION, CITY SANITATION DEPARTMENT'S CERTIFICATION, CITY STREET DEPARTMENT'S CERTIFICATION, CITY PARKS & RECREATION DEPARTMENT'S CERTIFICATION, CITY COMMUNITY DEVELOPMENT DEPARTMENT'S CERTIFICATION, CITY ECONOMIC DEVELOPMENT DEPARTMENT'S CERTIFICATION, CITY HOUSING DEPARTMENT'S CERTIFICATION, CITY SOCIAL SERVICES DEPARTMENT'S CERTIFICATION, CITY JUVENILE SERVICES DEPARTMENT'S CERTIFICATION, CITY MENTAL HEALTH SERVICES DEPARTMENT'S CERTIFICATION, CITY SUBSTANCE ABUSE SERVICES DEPARTMENT'S CERTIFICATION, CITY SENIOR SERVICES DEPARTMENT'S CERTIFICATION, CITY DISABILITY SERVICES DEPARTMENT'S CERTIFICATION, CITY CULTURAL AFFAIRS DEPARTMENT'S CERTIFICATION, CITY ARTS & RECREATION DEPARTMENT'S CERTIFICATION, CITY LIBRARY DEPARTMENT'S CERTIFICATION, CITY MUSEUM DEPARTMENT'S CERTIFICATION, CITY HISTORIC PRESERVATION DEPARTMENT'S CERTIFICATION, CITY LANDmarks DEPARTMENT'S CERTIFICATION, CITY ARCHITECTURAL DEPARTMENT'S CERTIFICATION, CITY PLANNING & ZONING COMMISSION'S CERTIFICATION, CITY HEALTH DEPARTMENT'S CERTIFICATION, CITY FIRE DEPARTMENT'S CERTIFICATION, CITY POLICE DEPARTMENT'S CERTIFICATION, CITY PUBLIC WORKS DEPARTMENT'S CERTIFICATION, CITY WATER DEPARTMENT'S CERTIFICATION, CITY SANITATION DEPARTMENT'S CERTIFICATION, CITY STREET DEPARTMENT'S CERTIFICATION, CITY PARKS & RECREATION DEPARTMENT'S CERTIFICATION, CITY COMMUNITY DEVELOPMENT DEPARTMENT'S CERTIFICATION, CITY ECONOMIC DEVELOPMENT DEPARTMENT'S CERTIFICATION, CITY HOUSING DEPARTMENT'S CERTIFICATION, CITY SOCIAL SERVICES DEPARTMENT'S CERTIFICATION, CITY JUVENILE SERVICES DEPARTMENT'S CERTIFICATION, CITY MENTAL HEALTH SERVICES DEPARTMENT'S CERTIFICATION, CITY SUBSTANCE ABUSE SERVICES DEPARTMENT'S CERTIFICATION, CITY SENIOR SERVICES DEPARTMENT'S CERTIFICATION, CITY DISABILITY SERVICES DEPARTMENT'S CERTIFICATION, CITY CULTURAL AFFAIRS DEPARTMENT'S CERTIFICATION, CITY ARTS & RECREATION DEPARTMENT'S CERTIFICATION, CITY LIBRARY DEPARTMENT'S CERTIFICATION, CITY MUSEUM DEPARTMENT'S CERTIFICATION, CITY HISTORIC PRESERVATION DEPARTMENT'S CERTIFICATION, CITY LANDmarks DEPARTMENT'S CERTIFICATION, CITY ARCHITECTURAL DEPARTMENT'S CERTIFICATION.

LOCATION MAP



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

ELITE VILLAGE SUBDIVISION PHASE I, IS LOCATED IN WEST-HIDALGO COUNTY, APPROXIMATELY 1,218 FEET NORTH OF MILE 4 NORTH ROAD AND ON THE EAST SIDE OF TEXAN ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION, TEXAS, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION. (POPULATION 43,272). ELITE VILLAGE SUBDIVISION PHASE I, LIES APPROXIMATELY 3.83 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §42.021 AND LIES IN PCT. NO. 3.

PRINCIPAL CONTACTS:

OWNER: TOP FRUIT INC., LAURA COFFMAN, VICE-PRESIDENT.
ENGINEER: EULALIO RAMIREZ
SURVEYOR: ALFONSO QUINTANILLA

PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE DESIGNATION: ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD -PLAIN. COMMUNITY-PANEL NUMBER 480334 0230 D. EFFECTIVE DATE: JUNE 6, 2000. THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0230 D. EFFECTIVE DATE: MAY 17, 2001. OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED AN AREA AS SHOWN ON THIS PLAT. WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS 3 THROUGH 32. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- MINIMUM FINISHES FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT. (SEE SHEET NO. 3 FOR F.F. ELEVATION REQUIREMENT FOR LOTS LOCATED WITHIN A DESIGNATED FLOOD ZONE "X").
- LEGEND: • - DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
- MINIMUM BUILDING SETBACK LINES:
FRONT: 25.00'
TEXAN ROAD: FRONT-40.00'
SIDE: 8.00'
CORNER SIDE: 10.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER
REAR: 15.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER
- DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 48,210.250 CUBIC FEET (1.08 ACRES-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 3 FOR STORM SEWER IMPROVEMENTS.)
- DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDING, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
---S.M. NO. 1---ELEV. 218.31 SET C.P.S. IN POWER POLE LOCATED 160.00 FEET NORTH OF SOUTHWEST CORNER OF EAST R.O.W. OF TEXAN ROAD, N.A.V.D. 88 DATUM
---S.M. NO. 2---ELEV. 217.05 SET C.P.S. IN POWER POLE LOCATED 1/4" IRON ROD SET IN CONC. W/ DISK ON THE NORTHEAST CORNER OF LOT 28, N.A.V.D. 88 DATUM
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 5.00 FEET AS DESIGNATED FOR COMMERCIAL USE. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 21 AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.
- ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO H.C.D. NO. 18 DISTRICT AND NO OTHER UTILITIES OR USE, IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.
- NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT. (H.C.D. NO. 18 DISTRICT).
- CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED NORTH IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE (NORTH).
- ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCOD AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,760 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXEMPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT. FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT, THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORBENT DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.
- FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
- IF THE PURCHASER(S) OF LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY DETERMINES THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S).
- THE RESIDENTIAL LOTS (3 THRU 32) SHOULD REFLECT SERVICE BY A 3/4" METER.
- ON LOTS 6 THRU 19, FENCES TO BE INSTALLED ON THE SOUTH LINE OF EXCLUSIVE 30.00' IRRIGATION EASEMENT AND ON THE WEST LINE OF EXCLUSIVE 20.00' IRRIGATION EASEMENT.
- AN OFF-STREET PARKING LOT, SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
- LOTS 2 & 33 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO TEXAN ROAD UNLESS SAID LOT IS DESIGNATED FOR COMMERCIAL USE. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 21 AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

SUBDIVISION PLAT OF ELITE VILLAGE SUBDIVISION PHASE I

A 19.39 ACRE TRACT OF LAND BEING THE NORTH 9.39 ACRES OF LOT 5 AND ALL OF LOT 6, BLOCK 7, TEXAN GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 57 AND 58, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION WARRANTY DEED RECORDED IN VOLUME 2803, PAGE 444, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 19.39 ACRE TRACT OF LAND BEING THE NORTH 9.39 ACRES OF LOT 5 AND ALL OF LOT 6, BLOCK 7, TEXAN GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 57 AND 58, MAP RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF TEXAN ROAD FOR THE NORTHWEST CORNER OF LOT 8 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE S 81°01'E, ALONG THE NORTH LINE OF LOT 6, PASSING A 3/4" IRON ROD FOUND AT 30.00 FEET FOR THE EAST RIGHT OF WAY LINE OF TEXAN ROAD, A TOTAL DISTANCE OF 1,451.40 FEET TO A 3/4" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 6 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE S 08°59'W, ALONG THE EAST LINE OF LOTS 5 AND 6, A DISTANCE OF 582.00 FEET TO A 3/4" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE N 81°01'W, PASSING A 3/4" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,421.40 FEET FOR THE EAST RIGHT OF WAY LINE OF TEXAN ROAD, A TOTAL DISTANCE OF 1,451.40 FEET TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 5 AND IN THE CENTERLINE OF TEXAN ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE N 08°59'E, ALONG THE WEST LINE OF LOTS 5 AND 6, AND THE CENTERLINE OF TEXAN ROAD, A DISTANCE OF 582.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.39 ACRES OF LAND MORE OR LESS, OF WHICH 2.39 ACRES LIES WITHIN RIGHT OF WAY, LEAVING A NET TOTAL OF 17.00 ACRES.

BEARINGS ARE IN ACCORDANCE WITH TEXAN GARDENS SUBDIVISION, RECORDED IN VOLUME 8, PAGES 57 AND 58, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.



ALFONSO QUINTANILLA
RPLS. No. 4856

3-12-08
DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20__.

HIDALGO COUNTY ASSISTANT HEALTH INSPECTOR _____ DATE _____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 20__.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

CITY OF MISSION CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(b) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF (ELITE VILLAGE SUBDIVISION PHASE I) WAS REVIEWED AND APPROVED BY THE CITY OF MISSION, TEXAS, ON _____ 20__.

MAYOR OF CITY OF MISSION _____ DATE _____

ATTEST: CITY SECRETARY _____ DATE _____

PLANNING & ZONING COMMISSION

ACKNOWLEDGMENT: THIS PLAT OF (ELITE VILLAGE SUBDIVISION PHASE I) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20__.

CHAIRMAN: _____

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SHEET NO. 1
OF 3 SHEETS

STATE OF TEXAS COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, TOP FRUIT INC. LAURA COFFMAN VICE-PRESIDENT, AS OWNER OF THE 19.39 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ELITE VILLAGE SUBDIVISION PHASE I, HEREBY SUBDUCE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

- CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
- THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
 - SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
 - ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
 - GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

TOP FRUIT INC.
LAURA COFFMAN, VICE-PRESIDENT,
P.O. BOX 72083
MC ALLEN, TEXAS 78504

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared LAURA COFFMAN, proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposes and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2008.



LILIA A. QUINTANILLA - NOTARY PUBLIC

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 16 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION DELIVERY FACILITIES, AS REQUIRED BY THE DISTRICT'S SUBDIVISION POLICIES. SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT AND BY VIRTUE OF THESE REQUIREMENTS, IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH FACILITIES.

DATED THIS _____ DAY OF _____, 2008.

PRESIDENT _____ ATTEST: _____ SECRETARY _____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028(c)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE ELITE VILLAGE SUBDIVISION PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ 20__.

Hidalgo County Judge _____ DATE _____

ATTEST: Hidalgo County Clerk _____ DATE _____

STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.



EULALIO RAMIREZ
P.E. No. 77082

I, MR. FRANK FLORES, HEREBY CERTIFY THAT THE LA JOYA WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER SUPPLY FOR THE ELITE VILLAGE SUBDIVISION PHASE I, HIDALGO COUNTY, TEXAS. THE LA JOYA WATER SUPPLY CORPORATION IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE LA JOYA WATER SUPPLY CORPORATION AGREES THAT IF IT WILL PROVIDE WATER TO THIS AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET, WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

MR. FRANK FLORES
GENERAL MANAGER
LA JOYA WATER SUPPLY CORPORATION

NOTE: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS
EDINBURG, TEXAS 78539

LAND SURVEYORS
PHONE: 361-381-6480
FAX: 361-381-0527

FILED IN: 124 E. STUBBS, EDINBURG, TEXAS 78539
DATE PREPARED: 3-12-08
DATE RECORDED: 3-12-08
CHECKED BY: _____
APPROVED BY: _____



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: October 14, 2008

RE: **Bentsen Heights Subdivision– Pct. 3**
Preliminary Approval

Bentsen Heights is a four (4) commercial lot subdivision located on the West side of Bentsen Palm Drive approximately ½ mile South from US Business 83.

The proposed Subdivision lies within the City of Palmview E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 7, 2008. The proposed subdivision lies within a Zone “C” as per FEMA’s FIRM.

The proposed subdivision plat will dedicate fourteen (14) feet on Watson Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Aniceto Izaguirre and approved by the Environmental Health Department.

Water Services will be provided by La Joya Water Supply Corporation. There is an existing six (6) inch waterline on Bentsen Palm Drive Road that will serve as the primary source of water for the proposed development.

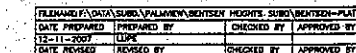
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval on October 7, 2008** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Palmview.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **BENTSEN HEIGHTS 2nd Review** Page 1 of 2

Item Log	<u>DESCRIPTION OF ITEMS:</u> <i>Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.</i>	Date	Initials
		01-03-08	JRT
A	1ST SHEET COMMENTS: <u>GENERAL PLAT NOTES:</u> ➤ DRAINAGE SWALES, DRIVEWAY ENTRANCES WITH SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE ➤ (OWNERS NAME), THE OWNER & SUBDIVIDER OF (SUBDIVISION NAME), RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT. ➤ ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS. A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE. B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY. C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM. E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT ➤ ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT. ➤ AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS. ➤ EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.		
B	For future reference you can log into our new website www.co.hidalgo.tx.us "planning department", there you will find general information on subdivision plating requirements.		





PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Segin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Segin, P.E., Planning Administrator

DATE: October 14, 2008

RE: **The Estates of Santa Cruz Ranches No. 2 Subdivision– Pct. 4
Preliminary Approval**

The Estates of Santa Cruz Ranches No. 2 is an eight (8) lot subdivision located on the North side of Mile 22 ½ North Road approximately ¼ mile West of Brushline Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 7, 2008. The proposed subdivision lies within a Zone “X” as per FEMA’s FIRM.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 22 ½ North Road that will serve as the primary source of water for the proposed development.

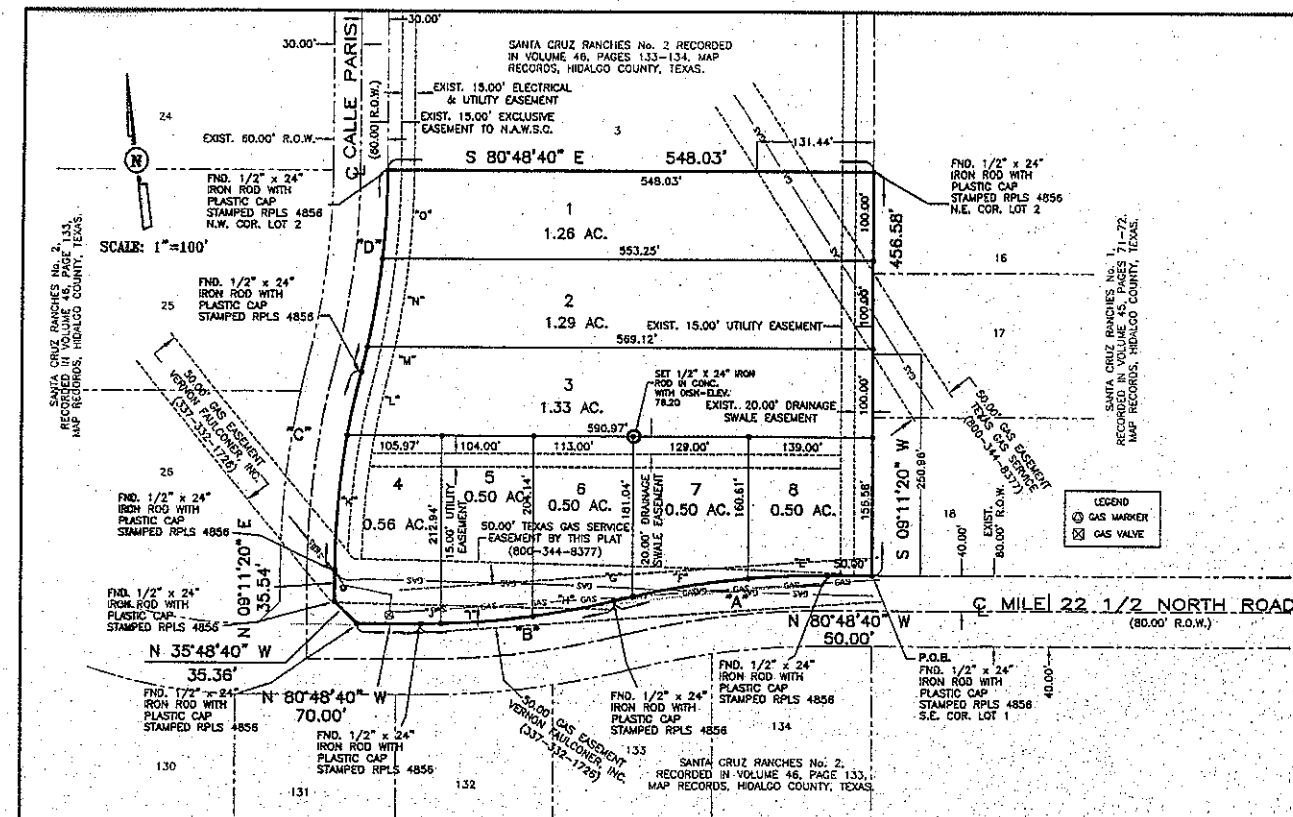
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval on October 7, 2008** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: The Estates at Santa Cruz Ranches No.2 2nd review **Page** 1 of 1

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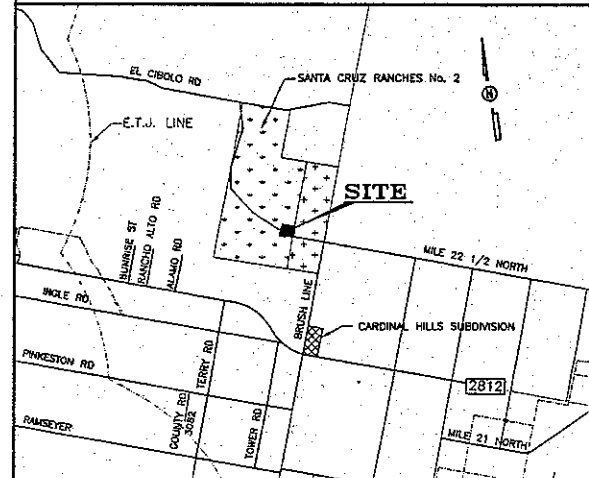


CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	14°04'42"	983.56'	241.67'
"B"	14°04'42"	903.56'	222.02'
"C"	14°06'23"	898.77'	221.28'
"D"	14°06'23"	958.77'	236.05'
"E"	05°11'23"	983.56'	89.12'
"F"	07°36'50"	983.56'	130.70'
"G"	01°16'22"	983.56'	21.85'
"H"	05°55'55"	903.56'	93.55'
"I"	06°37'19"	903.56'	104.43'
"J"	01°31'28"	903.56'	24.04'
"K"	09°47'01"	898.77'	153.47'
"L"	04°19'22"	898.77'	67.91'
"M"	02°03'58"	958.77'	34.57'
"N"	08°03'13"	958.77'	101.30'
"O"	05°59'13"	958.77'	100.18'

INDEX OF SHEETS

- SHEET 1.- HEADING INDEX; LOCATION MAP AND E.T. PRINCIPAL CONTACTS; MAP, LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; R.O.W. AND HIGALGO COUNTY HEALTH DEPT. CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATE; COUNTY JUDGE CERTIFICATION; REVISION NOTES.
- SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SUBDIVIDER CERTIFICATE AND STATEMENT.
- SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTE.

LOCATION MAP
SCALE 1"=4000'



PLAT NOTES AND RESTRICTIONS:

- 1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY-PANEL No. 480334-0325.0
EFFECTIVE DATE: MAY 17, 2001
- 2.- LEGEND: - DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.
- 3.- SETBACKS:
FRONT: 40.00 FEET
REAR: 35.00 FEET
SIDE: 10.00 FEET
CORNER SIDE: 10.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES
- 4.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS 1 THROUGH 9. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- 5.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- 6.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
B.M. No. 1: ELEV.=88.83 C.P.S. IN POWER POLE LOCATED 45.0' SOUTH OF SOUTHEAST CORNER OF SANTA CRUZ RANCHES No. 1 AND 22.0' WEST OF CENTERLINE OF BRUSHLINE ROAD. N.A.V.D. 88 DATUM.
B.M. No. 2: ELEV.= 76.20 1/2" IRON ROD WITH DISK IN CONCRETE AT THE NORTHWEST CORNER LOT 7. N.A.V.D. 88 DATUM
- 7.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DRAIN A TOTAL OF 8,578.65 CUBIC FEET (0.20 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 3.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

THE ESTATES AT SANTA CRUZ RANCHES No. 2, IS LOCATED IN NORTH HIDALGO COUNTY ON THE NORTHEAST CORNER OF CALLE PARIS AND MILE 22 1/2 ROAD INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, TEXAS, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 73,735). THE ESTATES AT SANTA CRUZ RANCHES No. 2 LIES APPROXIMATELY 3.04 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) CITY'S UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PCT. 4.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNERS: KYLE RUPPERT	P.O. BOX 959	EDINBURG, TX 78540	(956)383-0868	(956)383-2301
ENGINEER: EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

SUBDIVISION PLAT OF:
**THE ESTATES AT
SANTA CRUZ RANCHES No. 2**

A 6.448 ACRE TRACT OF LAND BEING ALL OF LOTS 1 AND 2, SANTA CRUZ RANCHES No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 48, PAGES 133-134, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1892564, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 6.448 ACRE TRACT OF LAND BEING ALL OF LOTS 1 AND 2, SANTA CRUZ RANCHES No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 48, PAGE 133, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1892564, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCES TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD FOR THE SOUTHEAST CORNER OF LOT 1 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE, ALONG THE SOUTH LINE OF LOT 1, THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD AND THE ARC OF A CURVE TO THE LEFT (CURVE DATA DELTA = 14°04'42", RADIUS = 983.56 FEET), A DISTANCE OF 241.67 FEET TO A 1/2" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE, ALONG THE SOUTH LINE OF LOT 1, THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD AND THE ARC OF A CURVE TO THE LEFT (CURVE DATA DELTA = 14°04'42", RADIUS = 903.56 FEET), A DISTANCE OF 222.02 FEET TO A 1/2" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE, N 80°48'40"W, ALONG THE SOUTH LINE OF LOT 1 AND THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD, A DISTANCE OF 70.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 1 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE, N 35°48'40"W, ALONG THE WEST LINE OF LOT 1 AND THE EAST RIGHT OF WAY LINE OF CALLE PARIS, A DISTANCE OF 35.36 FEET TO A 1/2" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE, N 09°11'20"W, ALONG THE WEST LINE OF LOT 1 AND THE EAST RIGHT OF WAY LINE OF CALLE PARIS, A DISTANCE OF 35.34 FEET TO A 1/2" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE, ALONG THE WEST LINE OF LOT 1, THE EAST RIGHT OF WAY LINE OF CALLE PARIS AND THE ARC OF A CURVE TO THE RIGHT (CURVE DATA DELTA = 14°06'23", RADIUS = 898.77 FEET), A DISTANCE OF 221.28 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE, ALONG THE WEST LINE OF LOTS 1 AND 2, THE EAST RIGHT OF WAY LINE OF CALLE PARIS AND THE ARC OF A CURVE TO THE LEFT (CURVE DATA DELTA = 14°06'23", RADIUS = 958.77 FEET), A DISTANCE OF 236.05 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 2 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE, S 80°48'40"W, ALONG THE NORTH LINE OF LOT 2, A DISTANCE OF 548.03 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE, S 09°11'20"W, ALONG THE EAST LINE OF LOTS 1 AND 2, A DISTANCE OF 456.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.448 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SANTA CRUZ RANCHES No. 2, RECORDED IN VOLUME 48, PAGE 133, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE ESTATES AT SANTA CRUZ RANCHES No. 2, WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON MAY 15, 2008



ALFONSO QUINTANILLA
R.P.L.S. No. 4858

DATE

8.- DRAINAGE SWALE EASEMENTS NOTE:

NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

9.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:

- THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH THE HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
- THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
- A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL AND MULTIFAMILY USE.
- B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
- C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
- D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
- E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY OF A LOT.

10.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

11.- KYLE RUPPERT, THE OWNER & SUBDIVIDER OF THE ESTATES AT SANTA CRUZ RANCHES No. 2, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

12.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE ESTATES AT SANTA CRUZ RANCHES No. 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON 2008

HIDALGO COUNTY RIGHT OF WAY DIRECTOR

DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE ESTATES AT SANTA CRUZ RANCHES No. 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON 2008

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR

DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, KYLE RUPPERT AS OWNER OF THE 6.448 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ESTATES AT SANTA CRUZ RANCHES No. 2, HEREBY SUBMITS THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

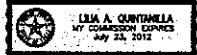
HI-STARR INVESTMENTS, L.L.C.
KYLE RUPPERT
P.O. BOX 959
EDINBURG, TEXAS 78540

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared KYLE RUPPERT, MEMBER OF HI-STARR INVESTMENTS, L.L.C., 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 considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20____



LILIA A. QUINTANILLA - NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(b)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE ESTATES AT SANTA CRUZ RANCHES No. 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

Hidalgo County Judge

DATE

Hidalgo County Clerk

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.



EULALIO RAMIREZ
P.E. No. 77082

DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

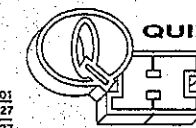
RECORDED IN VOLUME _____ PAGE _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET 1 OF 3

FILENAME: P:\DATA\SUBD\HIDCO\THE ESTATES AT SANTA CRUZ RANCHES No. 2\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
MAY 15, 2008	LUPE		
DATE REWISED	REWISED BY	CHECKED BY	APPROVED BY



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE JUAN D. SALINAS, III
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: OCTOBER 8, 2008

RE: ADILE SUBDIVISION – PCT. 4

ON APRIL 22, 2008, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$1,000.00 DOLLARS FROM THE CASH DEPOSIT. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE SEPTIC TANK HAS BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF RECOMMENDS APPROVAL FOR A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF \$1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

HIDALGO COUNTY PLANNING DEPARTMENT	
UTILITY CERTIFICATE REVIEW FEE Acct # - 1100-341-30-210-001-0-000 Permit No. _____ TOTAL _____	Date <u>03-20</u> 20 <u>08</u>
SUBDIVISION FEES Acct # - 1100-341-30-210-001-0-000 Filing/Review Fee _____ 2% Inspection Fee _____ Maps _____ Subd. Rules Book _____ Other _____ TOTAL _____	Received of: <u>Roy Luna, Jr.</u> \$ <u>1,000.00</u> <u>One thousand and 00/100</u> Dollars
ESCROW Acct # - 1100-211-00-000-018-0-000 1/3 Paving _____ Septic Tank - <u>1,000.00</u> Other _____ TOTAL <u>1,000.00</u>	Subdivision: <u>Adile Subdivision</u> Cash _____ Check # <u>1280</u> M.O. # _____ Received by: <u>Yvonne D Camacho</u>
 THE STATE OF TEXAS COUNTY OF HIDALGO	
Precinct No. 2 RECEIPT Nº 58357-2	
White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy	

Bank of America Advantage®	
ROY LUNA, JR. 10-04 ELIDA Y. LUNA 956-383-3515 15710 LISA ST. EDINBURG, TX 78541-5602	1280
Date <u>3-10-08</u>	35-2/1130 TX 2.703
Pay <u>Hidalgo County</u>	\$ <u>100.00</u>
to the order of <u>One Thousand</u>	Dollars
Bank of America	
ACH R/T 111000025	
Memo <u>Advantage</u>	
⑆ 130000 231 005780 749000 ⑆ 1280	



Raul E. Segin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo



Hidalgo County Health Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority/Chief Physician

Eduardo Olivarez
Chief Administrative Officer

October 8, 2008

Hidalgo County Planning Department
Mr. Raul E. Segin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: ADILE ESTATES

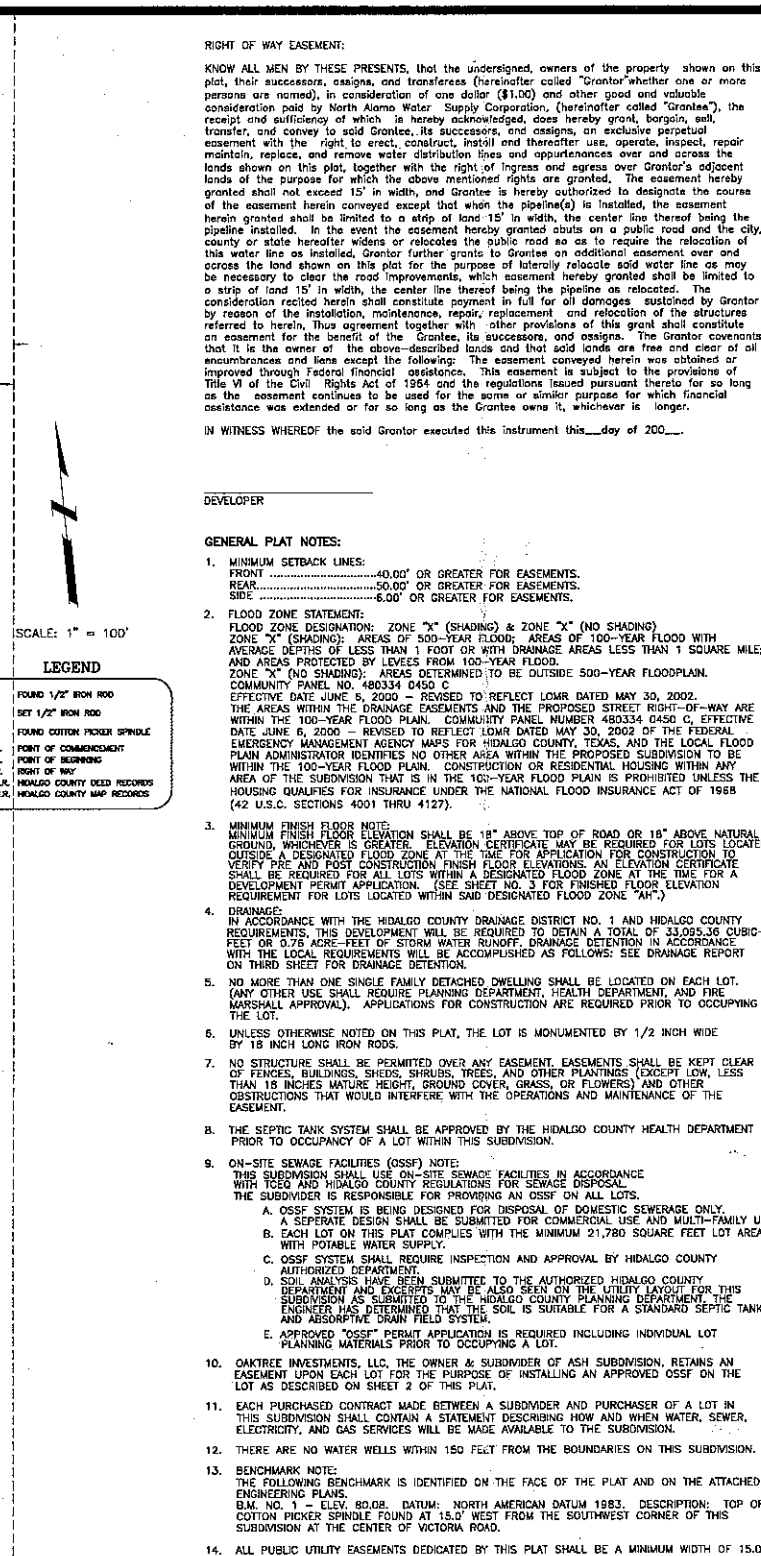
Dear Mr. Segin:

According to our records the septic tank systems for **ADILE ESTATES** a **ONE** lot subdivision, located on **HUELIN AND ROGERS ROAD**, have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos,
Asst. Chief Inspector

mm



BE USED FOR CONSTRUCTION PURPOSES.



AI-11579**11.A.****Award Contract - W/S Imp. - City of Donna
CC REGULAR****Date:** 10/14/2008**Submitted By:** Estella Webber, URBAN COUNTY**Department:** URBAN COUNTY**Agenda Area:** Urban County

Information**CAPTION**

The Urban County Program is requesting approval and award of contract with Centerline Construction in the amount of \$46,809.50 for the Water/Sewer Improvements Project in the City of Donna utilizing Years 17-19 (2004-2006) funds.

BACKGROUND

City of Donna has requested and received bids for a Water/Sewer Improvements project to include the installation of sewer lines to the alley between 5th & 6th street and the alley between 6th and 7th street, within the City of Donna. The lowest qualified bid was received from Centerline Construction in the amount of \$46,809.50. (See attached bid tabulation sheet.) Letter of recommendation from Noe Garza Engineers, Inc is also attached for your review.

Contract Amount:	\$46,809.50		
Funds Available:	\$56.13	FY 17- 2004	City of Donna
	\$22,345.06	FY 18- 2005	City of Donna
	\$31,800.00	FY 19- 2006	Precinct No. 1 (Donna)
Total Funds Available:	\$54,201.19		

Fiscal Impact**FISCAL YEAR:****ACCT. #:** Urban Co. funds**FUNDS AVAILABLE Y/N?:** yes**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Urban County funds will be used.

Contract Amount:	\$46,809.50		
Funds Available:	\$56.13	FY 17- 2004	City of Donna
	\$22,345.06	FY 18- 2005	City of Donna
	\$31,800.00	FY 19- 2006	Precinct No. 1 (Donna)
Total Funds Available:	\$54,201.19		

Attachments

Link: [Water/Sewer Imp. proj](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/06/2008 02:28 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/07/2008 03:32 PM	APRV
3	Auditor's Office	Linda Fong	10/09/2008 09:34 AM	APRV
4	Purchasing Department	Marty Salazar	10/09/2008 10:59 AM	APRV
5	Court Administrator	Angela Garcia	10/09/2008 11:11 AM	APRV

Form Started By: Estella Webber

Started On: 10/06/2008 11:50 AM

Final Approval Date: 10/09/2008

COUNTY *of* HIDALGO



SYLVIA S. HANDY

County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

September 30, 2008

Mrs. Lupita Garcia
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Sewer Line Improvement Project
5008-15-0310-5000-1500-GVG

Dear Mrs. Garcia:

Pct. 1 is requesting Hidalgo County Commissioners Court award and approve the contract with Centerline Construction in the amount of \$46,809.50 for the Water/Sewer Improvements Project in the City of Donna, Texas.

Pct. 1 is requesting this item be placed on the October 14, 2008 Hidalgo County Commissioners Court Agenda.

If you need additional information, please contact Juan J. Ybarra, Pct. 1 CDBG Coordinator at (956) 968-8733.

Sincerely,

Joseph Palacios
Chief Administrator, Pct. 1





NOE GARZA ENGINEERS, INC.
208 WEST FERGUSON • UNIT 2 • PHARR, TEXAS 78577
www.ngeinc.net

NSPE • TSPE • TSA
FAX (956) 783-1209
(956) 783-1207

MEMORANDUM

TO: Mayor David Simmons
City of Donna

FROM: Noe Garza, P.E., City Engineer

DATE: September 29, 2008

SUBJECT: Sewer Line Improvement Project
5008-15-0310-5000-1500-GVG

This is to inform you that four (4) bids were received for the above referenced project on September 17, 2008. Bids received are as follows:

Bidder	Line A	Line B	Total
1. Centerline Construction	\$21,331.00	\$24,475.50	\$46,809.50
2. The 5125 Company	\$40,731.94	\$48,156.94	\$88,888.88
3. Saenz Utility Contractors	\$42,872.00	\$49,667.00	\$92,539.00
4. Jimmy Closner & Sons	\$52,131.80	\$59,579.80	\$111,711.60

Therefore, after careful review of the bids received, I recommend the contract be awarded to the low bidder, Centerline Construction of Weslaco, Hidalgo County, Texas. If you should have any questions or need any additional information please contact my office at 956.783.1207.



NOE GARZA ENGINEERS, INC.
BID TABULATION

PROJECT: CITY OF DONNA - SEWER LINE IMPROVEMENT

BID DATE: SEPTEMBER 17, 2008

TIME: 9:30 A.M.

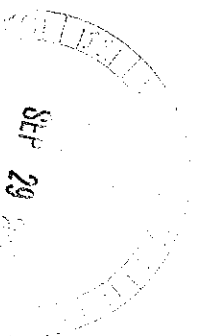
DESCRIPTION	UNIT	ESTIMATE QUANTITY	BIDDER		BIDDER		BIDDER	
			CENTERLINE UNIT PRICE	TOTAL	THE ST2S COMPANY UNIT PRICE	TOTAL	SAENZ UTILITY UNIT PRICE	TOTAL
LINE A (ALLEY BETWEEN 5TH & 6TH STREET)								
1. 8" SDR-26 PVC	L.F.	426	\$ 12.50	\$ 5,325.00	\$ 50.00	\$ 21,300.00	\$ 35.00	\$ 14,910.00
2. REMOVE & DISPOSE OF EXISTING 8" SEWERLINE	L.F.	426	\$ 6.00	\$ 2,556.00	\$ 5.00	\$ 2,130.00	\$ 12.00	\$ 5,112.00
3. FIBERGLASS MANHOLE	EACH	2	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,250.00	\$ 6,500.00
4. REMOVE & DISPOSE OF MANHOLE	EACH	2	\$ 750.00	\$ 1,500.00	\$ 550.97	\$ 1,101.94	\$ 950.00	\$ 1,900.00
5. SEWER SERVICES	EACH	17	\$ 350.00	\$ 5,950.00	\$ 600.00	\$ 10,200.00	\$ 850.00	\$ 14,450.00
				\$ 21,331.00		\$ 40,731.94		\$ 42,872.00
LINE B (ALLEY BETWEEN 6TH & 7TH STREET)								
1. 8" SDR-26 PVC	L.F.	561	\$ 12.50	\$ 7,012.50	\$ 50.00	\$ 28,050.00	\$ 35.00	\$ 19,635.00
2. REMOVE & DISPOSE OF EXISTING 8" SEWERLINE	L.F.	561	\$ 6.00	\$ 3,366.00	\$ 5.00	\$ 2,805.00	\$ 12.00	\$ 6,732.00
3. FIBERGLASS MANHOLE	EACH	2	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,250.00	\$ 6,500.00
4. REMOVE & DISPOSE OF MANHOLE	EACH	2	\$ 750.00	\$ 1,500.00	\$ 550.97	\$ 1,101.94	\$ 950.00	\$ 1,900.00
5. SEWER SERVICES	EACH	16	\$ 350	\$ 5,600.00	\$ 600	\$ 9,600.00	\$ 850	\$ 13,600.00
6. SAW CUT & REPLACE ASPHALT	S.Y.	20	\$ 100	\$ 2,000.00	\$ 30	\$ 600.00	\$ 65	\$ 1,300.00

GRAND TOTAL FOR A & B

\$ 46,809.50

\$ 88,888.88

\$ 92,539.00



DESCRIPTION	UNIT	ESTIMATE QUANTITY
LINE A (ALLEY BETWEEN 5TH & 6TH STREET)		
1. 8" SDR-26 PVC	L.F.	426
2. REMOVE & DISPOSE OF EXISTING 6" SEWERLINE	L.F.	426
3. FIBERGLASS MANHOLE	EACH	2
4. REMOVE & DISPOSE OF MANHOLE	EACH	2
5. SEWER SERVICES	EACH	17
LINE B (ALLEY BETWEEN 6TH & 7TH STREET)		
1. 8" SDR-26 PVC	L.F.	561
2. REMOVE & DISPOSE OF EXISTING 6" SEWERLINE	L.F.	561
3. FIBERGLASS MANHOLE	EACH	2
4. REMOVE & DISPOSE OF MANHOLE	EACH	2
5. SEWER SERVICES	EACH	16
6. SAW CUT & REPLACE ASPHALT	S.Y.	28

BIDDER		
JIMMY CLOSMER		
UNIT PRICE	TOTAL	
\$ 35.00	\$	14,910.00
\$ 16.80	\$	7,156.80
\$ 5,320.00	\$	10,640.00
\$ 1,680.00	\$	3,360.00
\$ 945.00	\$	16,085.00
	\$	52,131.80
\$ 35.00	\$	19,635.00
\$ 16.80	\$	9,424.80
\$ 5,320.00	\$	10,640.00
\$ 1,680.00	\$	3,360.00
\$ 945	\$	15,120.00
\$ 70	\$	1,400.00
	\$	59,579.80

GRAND TOTAL FOR A & B

\$ 111,711.60

AI-11580

11.B.

**Water/Sewer Imp. project - City of Elsa
CC REGULAR**

Date: 10/14/2008

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services in connection with Hidalgo County Urban County Program from Program Year 18 & Year 21 (2005 & 2008) for a Water/Sewer Improvement Project in the City of Elsa;

2. Presentation of the scoring grid of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the Precinct No. 1, Urban County Program and Hidalgo County Purchasing Department for the purposes of ranking by CC in connection with an Urban County Program Water/Sewer Improvement Project in the City of Elsa;

a. _____; b. _____; c. _____;

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program -City of Elsa Water/Sewer Improvement project.

BACKGROUND

The City of Elsa, the Urban County Program and the Hidalgo County Purchasing Department have evaluated and graded three engineering firms from the County's approved "pool". J.E. Saenz & Associates, DOS Logistics and Javier Hinojosa Engineering were the three firms. The Water/Sewer Improvements Project includes the improvements to the Wastewater Treatment Plant Phase II. See attached grading grid for your review.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be used.

Attachments

Link: Elsa W/S proj.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/09/2008 11:11 AM	PEND
2	Veronica Lopez	Veronica Lopez	10/07/2008 03:33 PM	APRV
3	Auditor's Office	Linda Fong	10/09/2008 10:09 AM	APRV
4	Purchasing Department	Marty Salazar	10/09/2008 11:01 AM	APRV
5	Court Administrator	Angela Garcia	10/09/2008 11:11 AM	APRV
Form Started By: Estella Webber			Started On: 10/06/2008 02:38 PM	
Final Approval Date: 10/09/2008				

Hidalgo County – Urban County Program
City of Elsa
Professional Engineering Services
Water/Sewer Improvements
Grading Grid

CRITERIA	J. E. Saenz & Assocites			DOS Logistics			Javier Hinojosa Engineering		
	Grader UCP	Grader Pct #1	Grader P. Dept.	Grader UCP	Grader Pct #1	Grader P. Dept.	Grader UCP	Grader Pct #1	Grader P. Dept.
Selection Criteria	20	20	20	17	20	20	17	20	5
Experience of Project Team	25	24	10	20	23	20	20	23	10
Experience/Availability of Project Manager	20	19	20	18	20	20	17	19	20
Understanding Projects	25	25	20	20	23	25	19	23	25
Familiarity w/Applicable Rules & Regulations	10	10	10	8	10	10	8	9	10
TOTALS	100	98	80	83	96	95	81	94	70
AVERAGES		93%			91%			82%	

AI-11584

11.C.

**Amend Sub Agreement - Women Together
CC REGULAR**

Date: 10/14/2008

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval to amend the Subrecipient Agreement with Mujeres Unidas - Women Together (Battered & Abused Spouses) for Urban County Program Year 21 (2008).

BACKGROUND

An amendment to the agreement is being requested to delete the Community Education / Professional Trainer position and replace with a Transitional Housing Case Worker. The amendment is necessary in order to secure sufficient funding for the new position. This will enable Mujeres Unidas to continue its support services to battered and abused victims. The amendment will affect the Pct 2 & Pct. 3 Statements of Work, but will not affect the grant budgets. See attached request and revised exhibits.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: Urban Co. funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Proposed budget and program amendment is utilizing Urban Co. funds.

Attachments

Link: [Sub agreement amend.](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/10/2008 02:26 PM	PEND
2	Veronica Lopez	Veronica Lopez	10/07/2008 03:40 PM	APRV
3	Auditor's Office	Linda Fong	10/10/2008 08:43 AM	APRV
4	Purchasing Department	Marty Salazar	10/10/2008 02:15 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 02:24 PM	APRV
Form Started By: Estella Webber			Started On: 10/06/2008 04:55 PM	
Final Approval Date: 10/10/2008				

**URBAN COUNTY
PROGRAM**
Hidalgo County Commissioners' Court
Agenda Request Form

No. _____

Date: October 6, 2008

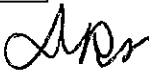
Meeting Date Request: October 14, 2008

Deadline for Action: October 14, 2008

Contact Person: Diana R. Serna

Department: Urban County Program

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director: 

Caption:

The Urban County Program requests approval to amend the Subrecipient Agreement with Mujeres Unidas-Women Together (Battered & Abused Spouses) for Urban County Program Year 21 (2008).

Background:

An amendment to the agreement is being requested to delete the Community Education / Professional Trainer position and replace with a Transitional Housing Case Worker. The amendment is necessary in order to secure sufficient funding for the new position. This will enable Mujeres Unidas to continue its support services to battered and abused victims. The amendment will affect the Pct 2 & Pct 3 Statements of Work, but will not affect the grant budgets. See attached request and revised exhibits.

Subrecipient:

Mujeres Unidas-Women Together

Individual Agreement amounts:

Hidalgo County Precinct #1	10,000.00
Hidalgo County Precinct #2	13,500.00
<u>Hidalgo County Precinct #3</u>	<u>10,000.00</u>

Total Funding Amount:

\$33,500.00

Manager:  Finance: 

Please initial for approval:

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

Comments:

Action taken by Commissioner's Court:

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

Exhibit B-1
GRANT BUDGET
PCT. 2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salary for part-time Shelter Advocate wages @\$6,264; FICA @\$486 - \$6750	\$6,750
Case Worker – Transitional Housing and a portion of the cost for Health Insurance.	\$ 6,750
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$13,500

Exhibit B-2
PAYMENT SCHEDULE
PCT. 2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

<u>2008 - 2009</u> For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July 2008	\$1,227	Shelter advocate + fringes: Community Educator + Fringes & Health Insurance
August 2008	\$1,227	Shelter advocate + fringes: Transitional Housing Case Worker + portion of Health Ins.
September 2008	\$1,227	Shelter advocate + fringes: Transitional Housing Case Worker + portion of Health Ins.
October 2008	\$1,227	Shelter advocate + fringes: Transitional Housing Case Worker + portion of Health Ins.
November 2008	\$1,227	Shelter advocate + fringes: Transitional Housing Case Worker + portion of Health Ins.
December 2008	\$1,227	Shelter advocate + fringes: Transitional Housing Case Worker + portion of Health Ins.
January 2009	\$1,227	Shelter advocate + fringes: Transitional Housing Case Worker + portion of Health Ins.
February 2009	\$1,227	Shelter advocate + fringes: Transitional Housing Case Worker + portion of Health Ins.
March 2009	\$1,227	Shelter advocate + fringes: Transitional Housing Case Worker + portion of Health Ins.
April 2009	\$1,227	Shelter advocate + fringes: Transitional Housing Case Worker + portion of Health Ins.
May 2009	\$1,230	Shelter advocate + fringes: Transitional Housing Case Worker + portion of Health Ins.
TOTALS:	\$13,500	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY
PCT. 2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July 2008	56	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
August 2008	56	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
September 2008	56	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
October 2008	56	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
November 2008	56	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
December 2008	56	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
January 2009	56	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
February 2009	56	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
March 2009	56	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
April 2009	56	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
May 2009	56	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
Total:	616	

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Women Together/Mujeres Unidas, a non-profit agency has been in operation for 30 years. Our mission is to provide shelter and crisis intervention services for victims of family violence or sexual assault.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ 10,000 Awarded By: PCT. 3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Funding will be used to pay a portion of wages and fringes for one part-time shelter advocate, a portion of will be used for the wages and fringes for a Transitional Housing Case Worker.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.
Advocate will assist families residing at the shelter with crisis intervention, counseling, emergency transportation and referrals to medical and social services in the community. The Transitional Housing Case Worker will provide case management to families from Pct. 3 living in the transitional Housing complex.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
As a result of the award, victims will be able to have accessible services in emergency situations . In addition, families will receive: parenting classes, financial budgeting classes and will learn skill that will assist them in living an independent life, free of violence.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.
517 Low-income residents of Pct. 3, will receive emergency shelter and crisis intervention services. Women and children will learn skills on how to become independent and by living and receiving case management at transitional housing, they will have someone who will help them succeed in achieving their goals.

Section VII List all of the locations with physical address where the service(s) will be provided.
501 N. Cynthia, McAllen, TX or 420 N. 21st St., McAllen, TX . Shelter location is confidential.

Exhibit B-1
GRANT BUDGET
Pct. 3

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salary for part-time shelter advocate. No Health Insurance is available for part-time employees	\$5,000
Salary for Transitional Housing Caseworker to include portion of Health Insurance	\$5,000
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000

Initials _____

Exhibit B-2
PAYMENT SCHEDULE
PCT. 3

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008- 2009 For the Months of...	<u>Estimated Amount Of Expenditures</u>	Type of Budgeted Expenditures
July 2008	\$909.00	Shelter Advocate Shelter + Fringe Benefits; Community Education +Fringe Benefits and Health Insurance;
August 2008	\$909.00	Shelter Advocate + fringes: Transitional Housing Case worker +portion of Health Ins.
September 2008	\$909.00	Shelter Advocate + fringes: Transitional Housing Case worker +portion of Health Ins.
October 2008	\$909.00	Shelter Advocate + fringes: Transitional Housing Case worker +portion of Health Ins.
November 2008	\$909.00	Shelter Advocate + fringes: Transitional Housing Case worker +portion of Health Ins.
December 2008	\$909.00	Shelter Advocate + fringes: Transitional Housing Case worker +portion of Health Ins.
January 2009	\$909.00	Shelter Advocate + fringes: Transitional Housing Case worker +portion of Health Ins.
February 2009	\$909.00	Shelter Advocate + fringes: Transitional Housing Case worker +portion of Health Ins.
March 2009	\$909.00	Shelter Advocate + fringes: Transitional Housing Case worker +portion of Health Ins.
April 2009	\$909.00	Shelter Advocate + fringes: Transitional Housing Case worker +portion of Health Ins.
May 2009	\$910.00	Shelter Advocate + fringes: Transitional Housing Case worker +portion of Health Ins.
TOTALS:	\$10,000	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY
PCT. 3

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July 2008	47	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case Work
August 2008	47	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case Work
September 2008	47	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case Work
October 2008	47	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case Work
November 2008	47	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case Work
December 2008	47	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case Work
January 2009	47	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case Work.
February 2009	47	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case Work
March 2009	47	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case Work
April 2009	47	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case Work
May 2009	47	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case Work
Total:	517	

Initials _____

AI-11583

11.D.

**Amend Sub Agreement - LUPE
CC REGULAR**

Date: 10/14/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval to amend the Subrecipient Agreement with La Union Del Pueblo Entero (Public Service) for Urban County Program Year 21 (2008).

BACKGROUND

An amendment to the agreement is being requested due to the addition of a GED preparation class. LUPE has revised its Citizenship curriculum to put extra emphasis on the English skills and in doing so will no longer need to offer a separate ESL class. Class duration and stipends for the GED instructors will be identical to those of the ESL class. Therefore, the grant budget for LUPE will not be affected.

See attached request and revised exhibitis for Pct. 1, Pct. 2 & Pct. 3.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Urban Co. funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

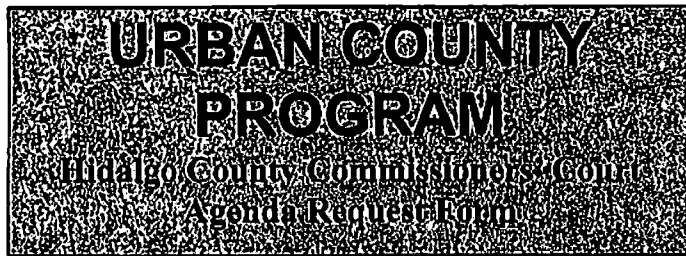
Proposed budget and program amendment is utilizing Urban County funds.

Attachments

Link: [Exhibits- Amendments](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/10/2008 02:26 PM	PEND
2	Veronica Lopez	Veronica Lopez	10/07/2008 03:37 PM	APRV
3	Auditor's Office	Linda Fong	10/10/2008 08:45 AM	APRV
4	Purchasing Department	Marty Salazar	10/10/2008 02:15 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 02:24 PM	APRV
Form Started By: Estella Webber			Started On: 10/06/2008 04:35 PM	
Final Approval Date: 10/10/2008				



No. _____

Date: October 6, 2008 Meeting Date Request: October 14, 2008
Deadline for Action: October 14, 2008 Contact Person: Diana R. Serna
Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291
Diana R. Serna, UCP Director: *DRS*

Caption:

The Urban County Program requests approval to amend the Subrecipient Agreement with La Union Del Pueblo Entero (Public Service) for Urban County Program Year 21 (2008).

Background:

An amendment to the agreement is being requested due to the addition of a GED preparation class. LUPE has revised its Citizenship curriculum to put extra emphasis on the English skills and in doing so will no longer need to offer a separate ESL class. Class duration and stipends for the GED instructors will be identical to those of the ESL class. Therefore, the grant budget for LUPE will not be affected. See attached request and revised exhibits for Pct 1, Pct 2 & Pct 3.

Subrecipient: **La Union Del Pueblo Entero (LUPE)**

Individual Agreement amounts:	Hidalgo County Precinct #1	19,977.00
	Hidalgo County Precinct #2	9,849.00
	<u>Hidalgo County Precinct #3</u>	<u>14,774.00</u>

Total Funding Amount: **\$44,600.00**

Manager: *AB* Finance: *Fmm*

Please Initial for approval:

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

Comments:

Action taken by Commissioner's Court:

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



La Union del Pueblo Entero

Founded by César E. Chávez

October 6, 2008

Ms. Linda Sandoval
UCP Coordinator – Pct #1
1916 Tesoro Boulevard
Pharr TX 78577

Dear Linda,

We are writing to request an amendment to our Sub-recipient Agreement for YR21. The amendment will not involve any adjustments to our budgets, but rather to the specific classes we are providing.

Recently the Bureau of Citizenship and Immigration Services implemented a new examination regime for candidates who seek to become US Citizens. The requirements for candidates to demonstrate proficiency in English have been dramatically increased. In response we are revising our Citizenship curriculum to put extra emphasis on the English skills that will be needed to successfully pass the new exam. By so doing, we will no longer need to offer a separate ESL class.

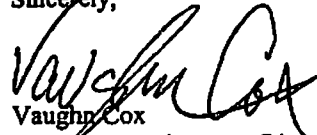
Over the last several months many of our members have requested that we institute a GED class so that upon completing their studies, they might be qualified for new employment opportunities. Therefore, we propose to replace the ESL class with a GED preparation class. Class duration and the stipend for the GED instructor will be identical to those of the ESL class that is being terminated, so there will be no difference in the expenditures for the remainder of the year.

We would like to institute this change as quickly as possible so our new GED students can begin their studies, and so our Citizenship students will be in better position to achieve their goal as well.

Please advise us of your decision at the earliest opportunity. I must be away from the office all of next week, and I would like to make these changes effective at the beginning of the next pay period that begins on October 13. We are making an identical request to modify our Agreements with Pct 2 & 3 at the same time, so if all three could be processed together, that would really be appreciated.

Should you require any additional information concerning our request, please contact me at once.

Sincerely,


Vaughn Cox
Program Development Director

Tel: (956) 782-6655

P. O. Box 188 San Juan TX 78589
voncox@lupenet.org

Fax: (956) 782-2125



La Union del Pueblo Entero

Founded by César E. Chávez

October 6, 2008

Ms. Monica Luna
UCP Coordinator – Pct #2
1916 Tesoro Boulevard
Pharr TX 78577

Dear Monica,

We are writing to request an amendment to our Sub-recipient Agreement for YR21. The amendment will not involve any adjustments to our budgets, but rather to the specific classes we are providing.

Recently the Bureau of Citizenship and Immigration Services implemented a new examination regime for candidates who seek to become US Citizens. The requirements for candidates to demonstrate proficiency in English have been dramatically increased. In response we are revising our Citizenship curriculum to put extra emphasis on the English skills that will be needed to successfully pass the new exam. By so doing, we will no longer need to offer a separate ESL class.

Over the last several months many of our members have requested that we institute a GED class so that upon completing their studies, they might be qualified for new employment opportunities. Therefore, we propose to replace the ESL class with a GED preparation class. Class duration and the stipend for the GED instructor will be identical to those of the ESL class that is being terminated, so there will be no difference in the expenditures for the remainder of the year.

We would like to institute this change as quickly as possible so our new GED students can begin their studies, and so our Citizenship students will be in better position to achieve their goal as well.

Please advise us of your decision at the earliest opportunity. I must be away from the office all of next week, and I would like to make these changes effective at the beginning of the next pay period that begins on October 13. We are making an identical request to modify our Agreements with Pct 1 & 3 at the same time, so if all three could be processed together, that would really be appreciated.

Should you require any additional information concerning our request, please contact me at once.

Sincerely,

A handwritten signature in black ink, appearing to read "Vaughn Cox", is written over the typed name.

Vaughn Cox
Program Development Director

A faint, circular official stamp is visible in the lower right area of the letter, partially overlapping the signature area.

Tel: (956) 782-6655

P. O. Box 188 San Juan TX 78589
voncox@lupenet.org

Fax: (956) 782-2125



La Union del Pueblo Entero

Founded by César E. Chávez

October 6, 2008

Ms. Kasey Saucedo
UCP Coordinator – Pct #3
1916 Tesoro Boulevard
Pharr TX 78577

Dear Kasey,

We are writing to request an amendment to our Sub-recipient Agreement for YR21. The amendment will not involve any adjustments to our budgets, but rather to the specific classes we are providing.

Recently the Bureau of Citizenship and Immigration Services implemented a new examination regime for candidates who seek to become US Citizens. The requirements for candidates to demonstrate proficiency in English have been dramatically increased. In response we are revising our Citizenship curriculum to put extra emphasis on the English skills that will be needed to successfully pass the new exam. By so doing, we will no longer need to offer a separate ESL class.

Over the last several months many of our members have requested that we institute a GED class so that upon completing their studies, they might be qualified for new employment opportunities. Therefore, we propose to replace the ESL class with a GED preparation class. Class duration and the stipend for the GED instructor will be identical to those of the ESL class that is being terminated, so there will be no difference in the expenditures for the remainder of the year.

We would like to institute this change as quickly as possible so our new GED students can begin their studies, and so our Citizenship students will be in better position to achieve their goal as well.

Please advise us of your decision at the earliest opportunity. I must be away from the office all of next week, and I would like to make these changes effective at the beginning of the next pay period that begins on October 13. We are making an identical request to modify our Agreements with Pct 1 & 2 at the same time, so if all three could be processed together, that would really be appreciated.

Should you require any additional information concerning our request, please contact me at once.

Sincerely,

A handwritten signature in black ink, appearing to read "Vaughn Cox", is written over a horizontal line.

Vaughn Cox
Program Development Director

Tel: (956) 782-6655

P. O. Box 188 San Juan TX 78589
voncox@lupe.net

Fax: (956) 782-2125

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the services that the agency / organization provides to the community.

We provide self-development classes (ESL, Citizenship in English, and Citizenship in Spanish) for low-income residents of Precinct #1. In addition we disseminate information about programs and services available to local residents at LUPE and other organizations.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ 19,977 Awarded By: Hidalgo County Precinct #1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

CDBG funds will be used to provide a stipend payment to instructors for six classes and to provide partial salary and benefits coverage for one outreach specialist

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Three classes will be conducted in Mercedes and three more in Edcouch. Each class meets twice weekly for a total of 18 hours per month (on average). The Outreach Specialist distributes information about LUPE programs and services and conducts community meetings for residents to discuss local issues and to provide information about LUPE programs and services.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The funds awarded will continue to support 3 classes in the Mercedes area and allow us to provide 3 additional classes in the Edcouch area. Beginning in October, we will provide a GED Preparation class for low-income residents who want to improve their prospects for obtaining better jobs.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Participants in our classes are members of predominantly low-income or very low-income families that reside in Precinct #1. We expect to serve no fewer than 80 individual residents over the course of the grant period.

Section VII List all of the locations with physical address where the service(s) will be provided.

Casa Saldana Community Center - 1225 N. FM491, Mercedes TX

Delta Estates Community Center - 300 S. Mile 2W Edcouch TX (temporary location)

Exhibit B-1
GRANT BUDGET
Precinct #1

Sub-recipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Sub-recipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Stipends for instructors for self-development classes	\$13,464.00
Partial salary and benefits for one outreach specialist	\$ 6,513.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 19,977.00

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Sub-recipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Sub-recipient will be allowed up to two amendments for the term of the agreement.

For the Months of...	<u>Estimated Amount</u> Of Expenditures	Type of Budgeted Expenditures
July 2008	\$ 2,139	Teacher stipends & salary and benefits for outreach specialist
August 2008	\$ 1,773	Teacher stipends & salary and benefits for outreach specialist
September 2008	\$ 1,773	Teacher stipends & salary and benefits for outreach specialist
October 2008	\$ 1,773	Teacher stipends & salary and benefits for outreach specialist
November 2008	\$ 1,773	Teacher stipends & salary and benefits for outreach specialist
December 2008	\$ 1,509	Teacher stipends & salary and benefits for outreach specialist
January 2009	\$ 1,773	Teacher stipends & salary and benefits for outreach specialist
February 2009	\$ 1,773	Teacher stipends & salary and benefits for outreach specialist
March 2009	\$ 1,773	Teacher stipends & salary and benefits for outreach specialist
April 2009	\$ 1,773	Teacher stipends & salary and benefits for outreach specialist
May 2009	\$ 2,145	Teacher stipends & salary and benefits for outreach specialist
TOTALS:	\$19,977	

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Sub-recipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Sub-recipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Sub-recipient will be allowed up to two amendments for the term of the agreement.

For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July 2008	30	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
August 2008	5	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
September 2008	5	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
October 2008	5	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
November 2008	5	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
December 2008	5	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
January 2009	5	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
February 2009	5	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
March 2009	5	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
April 2009	5	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
May 2009	5	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
Total:	80	

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the services that the agency / organization provides to the community.

We provide self-development classes (ESL, Citizenship in English, and Citizenship in Spanish) for low-income residents of Precinct #2. In addition we disseminate information about programs and services available to local residents at LUPE and other organizations.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ 9,849 Awarded By: Hidalgo County Precinct #2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

CDBG funds will be used to provide a stipend payment to instructors for three classes and to provide partial salary and benefits coverage for one outreach specialist

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Three classes will be conducted in San Juan. Each class meets twice weekly for a total of 18 hours per month (on average). The Outreach Specialist distributes information about LUPE programs and services and conducts community meetings for residents to discuss local issues and to provide information about LUPE programs and services.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

In the coming year residents in Precinct #2 will benefit from the information provided by our Outreach Specialist concerning the programs and services that are available to them in the community. Beginning in October, we will provide a GED Preparation class for low-income residents who want to improve their prospects for obtaining better jobs.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Participants in our classes are members of predominantly low-income or very low-income families that reside in Precinct #2. We expect to serve no fewer than 64 individual residents over the course of the grant period.

Section VII List all of the locations with physical address where the service(s) will be provided.

LUPE Community Center – 1601 E. Business Highway 83, San Juan TX 78589

**Exhibit B-1
GRANT BUDGET
Precinct #2**

Sub-recipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Sub-recipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Stipends for instructors for self-development classes	\$ 6,732.00
Partial salary and benefits for one outreach specialist	\$ 3,117.00
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 9,849.00

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Sub-recipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Sub-recipient will be allowed up to two amendments for the term of the agreement.

For the Months of...	<u>Estimated Amount</u> Of Expenditures	Type of Budgeted Expenditures
July 2008	\$ 985	Teacher stipends & salary and benefits for outreach specialist
August 2008	\$ 876	Teacher stipends & salary and benefits for outreach specialist
September 2008	\$ 876	Teacher stipends & salary and benefits for outreach specialist
October 2008	\$ 876	Teacher stipends & salary and benefits for outreach specialist
November 2008	\$ 876	Teacher stipends & salary and benefits for outreach specialist
December 2008	\$ 744	Teacher stipends & salary and benefits for outreach specialist
January 2009	\$ 876	Teacher stipends & salary and benefits for outreach specialist
February 2009	\$ 876	Teacher stipends & salary and benefits for outreach specialist
March 2009	\$ 876	Teacher stipends & salary and benefits for outreach specialist
April 2009	\$ 876	Teacher stipends & salary and benefits for outreach specialist
May 2009	\$ 1,112	Teacher stipends & salary and benefits for outreach specialist
TOTALS:	\$ 9,849	

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Sub-recipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Sub-recipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Sub-recipient will be allowed up to two amendments for the term of the agreement.

For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July 2008	24	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
August 2008	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
September 2008	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
October 2008	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
November 2008	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
December 2008	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
January 2009	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
February 2009	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
March 2009	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
April 2009	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
May 2009	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
Total:	64	

Exhibit A
STATEMENT OF WORK
Precinct #3

Section I In summary, describe the services that the agency / organization provides to the community.

We provide self-development classes (ESL, Citizenship in English, and Citizenship in Spanish) for low-income residents of Precinct #3. In addition we disseminate information about programs and services available to local residents at LUPE and other organizations.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ 14,774 Awarded By: Hidalgo County Precinct #3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

CDBG funds will be used to provide a stipend payment to instructors for three classes and to provide partial salary and benefits coverage for one outreach specialist

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

The classes will be conducted in Alton. Each class meets twice weekly for a total of 18 hours per month (on average). The Outreach Specialist distributes information about LUPE programs and services and conducts community meetings for residents to discuss local issues and to provide information about LUPE programs and services.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Beginning in October, we will provide a GED Preparation class for low-income residents who want to improve their prospects for obtaining better jobs.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Participants in our classes are members of predominantly low-income or very low-income families that reside in Precinct #3. We expect to serve no fewer than 64 individual residents over the course of the grant period.

Section VII List all of the locations with physical address where the service(s) will be provided.

LUPE Community Center – 205 W. Main Street, Alton TX 78573

**Exhibit B-1
GRANT BUDGET
Precinct #3**

Sub-recipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Sub-recipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Stipends for instructors for self-development classes	\$ 6,732
Partial salary and benefits for one outreach specialist	\$ 8,042
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 14,774

Exhibit B-2
PAYMENT SCHEDULE
Precinct #3

Sub-recipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Sub-recipient will be allowed up to two amendments for the term of the agreement.

For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July 2008	\$ 1,523	Teacher stipends & salary and benefits for outreach specialist
August 2008	\$ 1,216	Teacher stipends & salary and benefits for outreach specialist
September 2008	\$ 1,268	Teacher stipends & salary and benefits for outreach specialist
October 2008	\$ 1,319	Teacher stipends & salary and benefits for outreach specialist
November 2008	\$ 1,319	Teacher stipends & salary and benefits for outreach specialist
December 2008	\$ 1,187	Teacher stipends & salary and benefits for outreach specialist
January 2009	\$ 1,319	Teacher stipends & salary and benefits for outreach specialist
February 2009	\$ 1,319	Teacher stipends & salary and benefits for outreach specialist
March 2009	\$ 1,319	Teacher stipends & salary and benefits for outreach specialist
April 2009	\$ 1,319	Teacher stipends & salary and benefits for outreach specialist
May 2009	\$ 1,666	Teacher stipends & salary and benefits for outreach specialist
TOTALS:	\$ 14,774	

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #3

Sub-recipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Sub-recipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Sub-recipient will be allowed up to two amendments for the term of the agreement.

For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July 2008	24	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
August 2008	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
September 2008	4	Self-development classes in ESL and/or Citizenship Preparation; Outreach with information about programs and services
October 2008	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
November 2008	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
December 2008	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
January 2009	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
February 2009	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
March 2009	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
April 2009	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
May 2009	4	Self-development classes in GED and/or Citizenship Preparation; Outreach with information about programs and services
Total:	64	

AI-11581

11.E.

**Equip purchase - Edcouch Fire Dept.
CC REGULAR**

Date: 10/14/2008

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting authority to purchase fire station equipment from Casco Industries, Inc. in the amount of \$49,570.00 for the Edcouch Fire Department utilizing Year 20 & 21 (2007 & 2008) Fire Station / Equipment funding.

BACKGROUND

Hidalgo County Precinct No. 1 has allocated \$45,000.00 from it's 2007 FY funding and the City of Edcouch has allocated \$4,570.00 from it's 2008 FY funding, for the purchase of Fire Station Equipment. There was one sealed bid received, it has been reviewed and approved by the Edcouch Fire Chief and has met the specifications. See attached bid and letter of request.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. funds

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be used.
Total Funds Available: \$49,570.00
2007 FY \$45,000.00
2008 FY \$4,570.00

Attachments

Link: [equip purchase](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/10/2008 02:26 PM	PEND
2	Veronica Lopez	Veronica Lopez	10/07/2008 03:37 PM	APRV
3	Auditor's Office	Linda Fong	10/10/2008 08:46 AM	APRV
4	Purchasing Department	Marty Salazar	10/10/2008 02:15 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 02:24 PM	APRV

Form Started By: Estella Webber
Started On: 10/06/2008 03:59 PM

Final Approval Date: 10/10/2008



City of Edcouch

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

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

October 2, 2008

Antonio Barco, CD Manager
Hidalgo Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Fire Station/Equipment

Dear Mr. Barco:

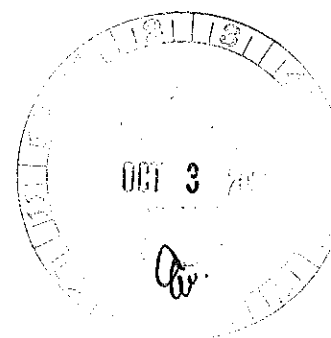
At this time, the City of Edcouch is respectfully requesting to be placed on the agenda for Commissioners Count regarding Fire Station/Equipment.

Eduardo Contreras, Fire Chief has reviewed and approved the attached on Casco Industries, Inc. in the amount of \$49,570.00. Precinct 1 will use \$45,000 from 2007 Yr. funding and City of Edcouch will use \$4570.00 from Fire Station Equipment 2008 Yr. funding.

If you have any questions please feel free to contact me at (956) 262-2140.

Respectfully,

Veronica Montoya
C. D. B. G. Clerk



Casco Industries, Inc.

Quotation

14233 INTERDRIVE WEST
HOUSTON, TEXAS 77032

281-442-1800
FAX 281-442-1803

To: URBAN COUNTY PROGRAM
Attn: LUPITA GARCIA
Fax:
E-Mail:

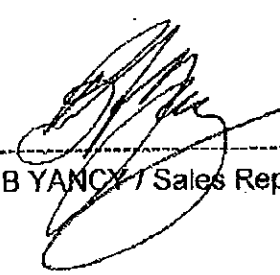
Ship to: Same

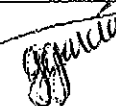
Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
9/19/08	BOB YANCY		Best Way	Shipping Point	NET 30 Days

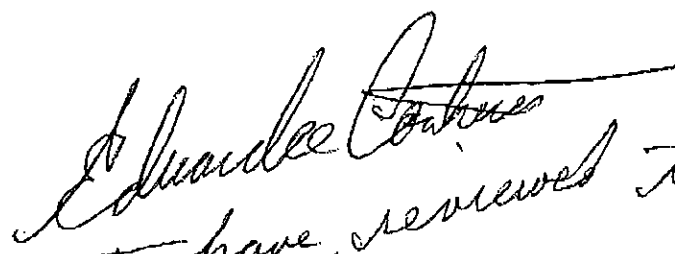
Qty	Description	Unit Price	Total
6	STREAM LIGHT-90503 SURVIVOR LED	\$98	\$588
1	ARKON-7980 BLACKMAX 6"X5" STORZ	\$1,150	\$1,150
2	ARKON-1512 SABER JET 1" PISTOL GRIP	\$615	\$1,230
2	ARKON-1523 1.5 SABER JET W/ PISTOL GRIP 135 GPM	\$626	\$1,252
1	PROTEK-308-6 PIERCING NOZZLE 6 FT. W/ SHUT OFF	\$486	\$486
1	PROTEK-101 PISTOL GRIP 1.5 BALL VALVE	\$210	\$210
6	ELKHART-S-454 ADJUSTABLE HYDRANT WRENCH	\$60	\$360
11	R&B-418 RD SCBA MASK BAG RED IN COLOR	\$18	198
2	MK DIAMOND ALL PURPOSE BLADE FOR CONCRETE, STEEL WOOD	\$215	\$430
2	NUPLA-35256 6" CEILING/WALL HOOK WITH D-GRIP	\$79	\$158
2	ZICO-CWH32PC CEILING/WALL HOOK	\$75	\$150
60	SHELBY-2500 EXTRICATION GLOVE, ASSORTED SIZES TO BE MEASURED	\$32	\$1,920
3	BROOKS AX240 2.5 WATER EXTINGUISHER	\$96	\$288
3	BROOKS 15HB BRACKET	\$30	\$90
25	PGI-3049298 CARBON HOODS	\$28	\$700
40	SHELBY-5280 GLOVES ASSORTED TO BE MEASURED	\$53	\$2,120
1	MICRO BLAZE SPILL CONTROL	\$130	\$130

1	TEMPEST DD-18H 5.5 DIRECT DRIVE HONDA POWER BLOWER	\$1,575	\$1,575
2	BG1648505 DEVELOPED CASE W/ PANEL FLARES AMBER	\$675	\$1,350
1	MSA-A-EV5200-1110-22-300 THERMAL IMAGING CAMERA W/ ACCESSORIES	\$9,850	\$9,850
15	GLOBE-32782-D SETS OF BUNKER FIRE FIGHTING COATS WITH RADIO POCKET & W/ FIRE DEPARTMENT NAME ON BACK	\$840	\$12,600
15	GLOBE-42782-D SETS OF BUNKER FIRE FIGHTING PANTS W/ PADDED SUSPENDERS AND CARGO POCKETS	\$550	\$8,250
15	CAIRNS 1010 TRADITIONAL HELMETS W/ CUSTOM MADE LEATHER FRONTS	\$200	\$3,000
15	THROGOOD-807-6000 LUG SOLE INSULATED BOOTS, VARIOUS SIZES TO BE MEASURED	\$99	\$1,485
1	ELECTRICAL SIREN CONTROL RTU ACTIVATION CONTROL	N/B	N/B
	!!!!!!NOT ENOUGH INFORMATION!!!!!!		

Sub Total	~~\$49,843.00~~
Shipping	~~0.00~~
TOTAL	~~500.00~~


BOB YANCY Sales Representative

 49,570.⁰⁰


I have reviewed this quote and approved.

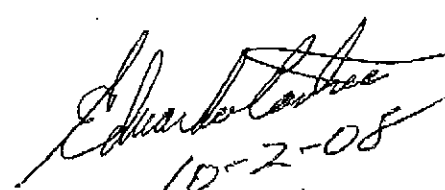

10-2-08

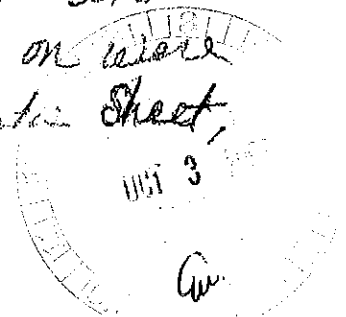
Exhibit "A"
Description of Activity

Chief Contreras
Please review

Purchase of fire fighting equipment for the Edcouch Volunteer Fire Department as listed, but not limited to:

# of Units	Description
6	Stream-Light Survivor LED
1	Akron 7980 Blackmax 6"x 5" Storz
2	Akron 1512 Saber Jet 1" Piston Grip
2	Akron 1523 1 ½ Saber Jet with Pistol Grip 135 GPM
1	Protek Piercing Nozzle 6 ft. with shut-off
1	Protek 101 Pistol Grip 1 ½ Ball Valve
6	Elkhart S-454 Adjustable Hydrant Wrench
11	R&B 418 Rd SCBA Mask Bag Red in Color
2	MK Diamond all purpose blade for concrete, steel wood.
2	NUPLA 35256 6" Ceiling/Wall hook with D-Grip
2	ZICO-CWH32PC Ceiling/Wall hook
60	Shelby 2500 Extrication Glove, Assorted sizes to be measured
3	Brooks AX240 2 ½ water extinguisher
3	Brooks 15HB Bracket
25	PGI-3049298 Carbon Hoods
40	Shelby 5280 Gloves assorted sizes to be measured
1	Micro blade spill control
1	Tempest DD-18H 5.5 Direct drive Honda power blower
2	Sets Reva Int. VISA-Flare 21415008/SF7200
1	MSA-A- EV5200-1110-22-300 Thermal Imaging Camera with accessories
15	Sets of Bunker Fire fighting coats with radio pocket & with Fire Department name on back
15	Sets of Bunker Fire fighting pants with padded suspenders and cargo pockets
15	Calms 1010 traditional helmets with custom made leather fronts
15	Thourgood 807-6000 Lug sole insulated boots, various sizes to be Measured
1	Electrical siren control RTU activation control

Chief - reviewed the attached document to ensure that the items that were bid on were the adequate equipment on Specification Sheet,



INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid on the following:

<u>Bid #</u>	<u>Bid Description</u>	<u>Opening Date:</u>
5008-91-0315-5000-9100-GVG	"Precinct No.1- Fire Station Equipment"	September 17, 2008 9:30 a.m. (Wed.)

SPECIFICATIONS including technical specifications for some items may be viewed and/or obtained at **Hidalgo County Urban County Program , 1916 Tesoro Blvd, Pharr, Texas 78577 Phone: (956-787-8127).**

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 #5008-91-0315-5000-9100-GVG "Precinct No. 1 Fire Station Equipment"** 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

**2812 S. Business Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539**

Physical Location:

**2802 S. Business Hwy. 281
Hidalgo County New Administration Building
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539**

Sealed bids will be accepted until **9:30 a.m. on Wednesday, September 17, 2008** 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.**

Bid Security in the amount of 5% of the largest possible total of bids submitted must accompany each bid in accordance with the Instruction to Bidders. The surety must be a guaranteed or surety company acceptable to the Hidalgo County and listed in U. S. Treasury Circular No. 570.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS on this the 11th day of July, 2008.

**MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT**

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

ADDENDUM NO. 1

September 16, 2008

"PRECINCT NO. 1- FIRE STATION EQUIPMENT PURCHASE"

RFP No.: 5008-91-0315-5000-9100-GVG

Proposed Bid Opening Date: September 17, 2008

Extended Bid Opening Date: September 24, 2008

1. Please note that the following correction to the RFP NO. which currently reads as RFP No.2008-91-0315-5000-9100-GVG, has been corrected to RFP NO. 5007-91-0315-5000-9100-GVG.
2. Please note that the following correction to the bid opening date which currently reads as RFP No. 2008-91-0315-5000-9100-GVG, the Bid opening scheduled for Wednesday September 16, 2008, has been extended to Wednesday September 24, 2007.

All RFP sealed envelopes shall be identified with the correct project No. RFP: 5007-91-0315-5000-9100-GVG

I, Bob Yancy, acknowledge receipt of ADDENDUM NO. 1 dated, September 15, 2008, for RFP-5007-91-0315-5000-9100-GVG "Precinct NO.1- Fire Station Equipment Purchase"

Cmsco Industries Inc

Printed Bidder Name

9-16-08

Date

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

September 16, 2008

RE: ADDENDUM NO.1
FOR RFP No.:5008-91-0315-5000-9100-GVG
"Precinct No. 1-Fire Station Equipment Purchase"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **HIDALGO COUNTY – URBAN COUNTY PROGRAM-request for proposal for "PRECINCT NO. 1- FIRE STATION EQUIPMENT PURCHASE."**

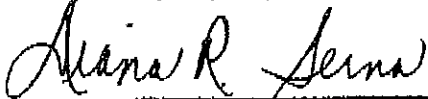
Please add this ADDENDUM NO. 1 to your bid packet, so as to permit your company to submit a complete bid. SEE BID ADVERTISEMENT: Bid Opening Date is extended until September 24, 2008 at 9:30 A.M., no change to location of package deliver. .

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice by no later than Tuesday, September 16, 2008 at 4:00 A.M. via fax to Hidalgo County- Urban County Program- Fax No.(956-787-5291) or via e-mail (lvqarcia@bizrgv.rr.com)

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 787-8127.

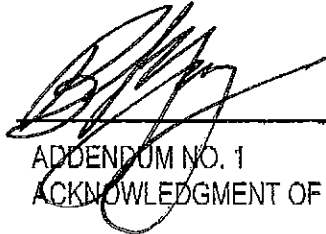
Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"PRECINCT NO. 1- FIRE STATION EQUIPMENT PURCHASE"**

Thank you for your prompt attention to this matter.



Diana R. Serna, UCP Director

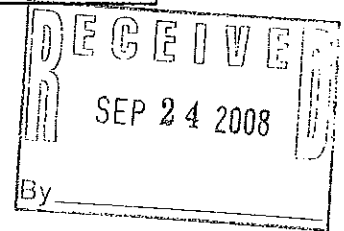
BY:



ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Enclosures

RFB No: 5008-91-0315-5000-9100-GVG	Urban County CD Coordinator: Guadalupe V. Garcia	Tel. No: (956) 787-8127



REQUEST FOR BIDS

HIDALGO COUNTY-URBAN COUNTY PROGRAM **"PRECINCT NO. 1 FIRE STATION EQUIPMENT"**

BID OPENING DATE: September 17, 2008

Contact Person:

**URBAN COUNTY PROGRAM
1916 TESORO BLVD.
PHARR, TEXAS 78577**

(956)787-8127

Form HCPD-03 (Rev.)

APPROVED AS TO FORM:
BY: ATLAS & HALL
ON: MARCH 28, 2008

Exhibit "A"
Description of Activity

Purchase of fire fighting equipment for the Edcouch Volunteer Fire Department as listed, but not limited to:

# of Units	Description
6	Stream-Light Survivor LED
1	Akron 7980 Blackmax 6"x 5" Storz
2	Akron 1512 Saber Jet 1" Piston Grip
2	Akron 1523 1 ½ Saber Jet with Pistol Grip 135 GPM
1	Protek Piercing Nozzle 6 ft. with shut-off
1	Protek 101 Pistol Grip 1 ½ Ball Valve
6	Elkhart S-454 Adjustable Hydrant Wrench
11	R&B 418 Rd SCBA Mask Bag Red in Color
2	MK Diamond all purpose blade for concrete, steel wood.
2	NUPLA 35256 6" Ceiling/Wall hook with D-Grip
2	ZICO-CWH32PC Ceiling/Wall hook
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1	Tempest DD-18H 5.5 Direct drive Honda power blower
2	Sets Reva Int. VISA-Flare 21415008/SF7200
1	MSA-A- EV5200-1110-22-300 Thermal Imaging Camera with accessories
15	Sets of Bunker Fire fighting coats with radio pocket & with Fire Department name on back
15	Sets of Bunker Fire fighting pants with padded suspenders and cargo pockets
15	Calms 1010 traditional helmets with custom made leather fronts
15	Thourgood 807-6000 Lug sole insulated boots, various sizes to be Measured
1	Electrical siren control RTU activation control

Casco Industries, Inc.

Quotation

14233 INTERDRIVE WEST
HOUSTON, TEXAS 77032

281-442-1800
FAX 281-442-1803

To: URBAN COUNTY PROGRAM Attn: LUPITA GARCIA Fax: E-Mail:	Ship to: Same

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
9/19/08	BOB YANCY		Best Way	Shipping Point	NET 30 Days

Qty	Description	Unit Price	Total
6	STREAM LIGHT-90503 SURVIVOR LED	\$98	\$588
1	ARKON-7980 BLACKMAX 6"X5" STORZ	\$1,150	\$1,150
2	ARKON-1512 SABER JET 1" PISTOL GRIP	\$615	\$1,230
2	ARKON-1523 1.5 SABER JET W/ PISTOL GRIP 135 GPM	\$626	\$1,252
1	PROTEK-308-6 PIERCING NOZZLE 6 FT. W/ SHUT OFF	\$486	\$486
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6	ELKHART-S-454 ADJUSTABLE HYDRANT WRENCH	\$60	\$360
11	R&B-418 RD SCBA MASK BAG RED IN COLOR	\$18	198
2	MK DIAMOND ALL PURPOSE BLADE FOR CONCRETE, STEEL WOOD	\$215	\$430
2	NUPLA-35256 6" CEILING/WALL HOOK WITH D-GRIP	\$79	\$158
2	ZICO-CWH32PC CEILING/WALL HOOK	\$75	\$150
60	SHELBY-2500 EXTRICATION GLOVE, ASSORTED SIZES TO BE MEASURED	\$32	\$1,920
3	BROOKS AX240 2.5 WATER EXTINGUISHER	\$96	\$288
3	BROOKS 15HB BRACKET	\$30	\$90
25	PGI-3049298 CARBON HOODS	\$28	\$700
40	SHELBY-5280 GLOVES ASSORTED TO BE MEASURED	\$53	\$2,120
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1	TEMPEST DD-18H 5.5 DIRECT DRIVE HONDA POWER BLOWER	\$1,575	\$1,575
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15	THROGOOD-807-6000 LUG SOLE INSULATED BOOTS, VARIOUS SIZES TO BE MEASURED	\$99	\$1,485
1	ELECTRICAL SIREN CONTROL RTU ACTIVATION CONTROL	N/B	N/B
	!!!!!!NOT ENOUGH INFORMATION!!!!!!		

Sub Total	\$49,843.00
Shipping	0.00
TOTAL	\$49,843.00

BOB YANCY / Sales Representative

49,570.00

0 *

500.00
1,120.00
1,230.00
1,232.00
486.00
210.00
360.00
196.00
430.00
156.00
150.00
1,920.00
206.00
90.00
700.00
2,120.00
130.00
1,570.00
1,320.00
9,050.00
12,000.00
3,230.00
3,000.00
1,600.00

024

49,570.00

AI-11637

11.F.

**Transfer Recreational equip. to Pct. #1
CC REGULAR**

Date: 10/14/2008

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

The Urban County Program on behalf of Precinct No. 1 requests authorization to assign recreational equipment and supplies from the Delta Youth Center to Hidalgo County Precinct No. 1.

BACKGROUND

On September 23, 2008, Commissioners' Court approved to cancel the Subrecipient Agreement with the Delta Youth Center due to the closing of its three locations in the Delta area. Authorization is being requested to assign recreational equipment and supplies, previously assigned to the Delta Youth Center, to Hidalgo County Precinct No. 1. This will ensure the security of the equipment currently located in vacant facilities that were being utilized by the Delta Youth Center. Hidalgo County Precinct No. 1 will secure the equipment until a determination is made as to who will utilize the equipment. See the attached fixed asset list.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding needed.

Attachments

Link: [equip/supply list](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/08/2008 03:09 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/08/2008 03:25 PM	APRV
3	Auditor's Office	Linda Fong	10/10/2008 08:47 AM	APRV
4	Purchasing Department	Marty Salazar	10/10/2008 02:17 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 02:25 PM	APRV

Form Started By: Estella Webber

Started On: 10/08/2008 02:58 PM

Final Approval Date: 10/10/2008

NUMBER	DESCRIPTION	NUMBER	VENDOR NAME	DATE	NUMBER	VALUE	PHASER	LOCATED	LOCATION	ACCOUNTS	COMMENTS
3,917	SONY H18 HANDICAMERA DVD	349192	CMW-6	06/23/2004	1	280.00	PRECINCT NO. 1	EDDOUCH	E-E-BOYS & GIRL	1 5003 91 0504 5325	
3,918	IBM THINKCENTRE M50 8189	CPU:618931UNCOR	COMPU NSA	06/24/2004	1	1,388.82	PRECINCT NO. 1	ELISA	E-E-BOYS & GIRL	1 5003 91 0504 5325	DISPOSITION IS REQUESTED
3,919	IBM THINKCENTRE M50 8189	CPU:618931UNCOR	COMPU NSA	06/24/2004	1	1,388.82	PRECINCT NO. 1	ELISA	E-E-BOYS & GIRL	1 5003 91 0504 5325	GOOD CONDITION
3,920	IBM THINKCENTRE M50 8189	CPU:618931UNCOR	COMPU NSA	06/24/2004	1	1,388.82	PRECINCT NO. 1	ELISA	E-E-BOYS & GIRL	1 5003 91 0504 5325	GOOD CONDITION
3,921	IBM THINKCENTRE M50 8189	CPU:618931UNCOR	COMPU NSA	06/24/2004	1	1,388.82	PRECINCT NO. 1	ELISA	E-E-BOYS & GIRL	1 5003 91 0504 5325	GOOD CONDITION
3,922	HP OFFICE JET 4110 PRINTER	M412PFL567	CDM-GOVERNMENT INC	06/24/2004	1	135.75	PRECINCT NO. 1	EDDOUCH	E-E-BOYS & GIRL	1 5003 91 0504 5325	WAS NOT FOUND
3,923	HP OFFICE JET 4110 PRINTER	M412PFL567	CDM-GOVERNMENT INC	06/24/2004	1	135.75	PRECINCT NO. 1	EDDOUCH	E-E-BOYS & GIRL	1 5003 91 0504 5325	GOOD CONDITION
3,924	HP SJ 4600 SCANNER	CM39X13560	CDM-GOVERNMENT INC	06/24/2004	1	118.00	PRECINCT NO. 1	ELISA	E-E-BOYS & GIRL	1 5003 91 0504 5325	GOOD CONDITION
3,925	HP SJ 4600 SCANNER	CM39X13560	CDM-GOVERNMENT INC	06/24/2004	1	118.00	PRECINCT NO. 1	EDDOUCH	E-E-BOYS & GIRL	1 5003 91 0504 5325	GOOD CONDITION
3,976	KODAK DIGITAL CAMERA DX7410	KCMCA0126598	CDM-GOVERNMENT INC	07/28/2004	1	274.00	PRECINCT NO. 1	EDDOUCH	E-E-BOYS & GIRLS	1 5003 91 0504 5325	GOOD CONDITION
3,977	KODAK DIGITAL CAMERA DX7410	KCMCA0126598	CDM-GOVERNMENT INC	07/28/2004	1	274.00	PRECINCT NO. 1	EDDOUCH	E-E-BOYS & GIRLS	1 5003 91 0504 5325	DISPOSITION IS REQUESTED
4,120	PING PONG TABLE	N/A	BSN SPORTS	06/07/2005	1	508.15	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,121	PING PONG TABLE	0415511	BSN SPORTS	06/07/2005	1	508.15	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,122	PING PONG TABLE	0415511	BSN SPORTS	06/07/2005	1	508.15	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,123	PING PONG TABLE	0415511	BSN SPORTS	06/07/2005	1	508.15	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,124	X-BOX CONSOLE	0106891 51405	TARGET	05/11/2005	1	146.99	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,125	X-BOX CONSOLE	0106891 51405	TARGET	05/11/2005	1	146.99	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,127	X-BOX CONSOLE	31575751306	TARGET	05/11/2005	1	146.99	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	ONLY COPIES AVAILABLE - NO REMOTE
4,128	X-BOX CONSOLE	31575751306	TARGET	05/11/2005	1	146.99	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,129	X-BOX CONSOLE	61233651306	TARGET	05/11/2005	1	146.99	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	DISPOSITION IS REQUESTED
4,130	X-BOX CONSOLE	502828251305	TARGET	05/11/2005	1	146.99	PRECINCT NO. 1	ELISA	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,131	X-BOX CONSOLE	612775151305	TARGET	05/11/2005	1	146.99	PRECINCT NO. 1	ELISA	EDDUNBURG B&G CL	1 5004 91 0504 5325	DISPOSITION IS REQUESTED
4,132	X-BOX CONSOLE	222906751206	TARGET	05/11/2005	1	146.99	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	WAS NOT FOUND
4,133	X-BOX CONSOLE	105610651405	TARGET	05/11/2005	1	146.99	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	DISPOSITION IS REQUESTED
4,134	X-BOX CONSOLE	120977251305	TARGET	05/11/2005	1	146.99	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	DISPOSITION IS REQUESTED
4,135	X-BOX CONSOLE	61334731305	TARGET	05/11/2005	1	146.99	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,136	52" PROJECTION HOV	N/A	EDSTEIN'S	05/11/2005	1	899.95	PRECINCT NO. 1	ELISA	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,137	SECTIONAL SOFA	N/A	EDSTEIN'S	05/11/2005	1	899.95	PRECINCT NO. 1	ELISA	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,138	MAGNAVOX 14" FLAT TELEVISION	DN1A0440085277	SAW'S	05/18/2005	1	94.88	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,139	MAGNAVOX 14" FLAT TELEVISION	DN1A044210329	SAW'S	05/18/2005	1	94.88	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,140	MAGNAVOX 14" FLAT TELEVISION	DN1A0440085428	SAW'S	05/18/2005	1	94.88	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,141	MAGNAVOX 14" FLAT TELEVISION	DN1A042101331	SAW'S	05/18/2005	1	94.88	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,142	MAGNAVOX 14" FLAT TELEVISION	DN1B0440084977	SAW'S	05/18/2005	1	94.88	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,143	MAGNAVOX 14" FLAT TELEVISION	DN1A0442101258	SAW'S	05/18/2005	1	94.88	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,144	MAGNAVOX 14" FLAT TELEVISION	DN1A0440085304	SAW'S	05/18/2005	1	94.88	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,145	MAGNAVOX 14" FLAT TELEVISION	DN1A0440085374	SAW'S	05/18/2005	1	94.88	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,146	MAGNAVOX 14" FLAT TELEVISION	DN1A0442101232	SAW'S	05/18/2005	1	94.88	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,147	MAGNAVOX 14" FLAT TELEVISION	DN1A0440085412	SAW'S	05/18/2005	1	94.88	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,148	MAGNAVOX 14" FLAT TELEVISION	DN1A0440085442	SAW'S	05/18/2005	1	94.88	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,149	MAGNAVOX 14" FLAT TELEVISION	DN1A0440085412	SAW'S	05/18/2005	1	94.88	PRECINCT NO. 1	EDDOUCH	EDDUNBURG B&G CL	1 5004 91 0504 5325	GOOD CONDITION
4,152	UBIQUITI RANGEMASTER SYSTEM	X97064835	MEHART	06/26/2007	1	1,933.65	PRECINCT NO. 1	EDDOUCH	B&G EDDUNBURG/DE	1 5006 91 0504 5325	GOOD CONDITION
4,133	SONY VATO NOTEBOOK W/ PRINTER	001-44-017-155-	BEEST BIVY	06/26/2007	1	2,099.99	PRECINCT NO. 1	EDDOUCH	B&G EDDUNBURG/DE	1 5006 91 0504 5325	GOOD CONDITION
4,134	TRIPLE NET BIG RED B&G EVER	N/A	SPORT TIME	06/26/2007	1	204.90	PRECINCT NO. 1	EDDOUCH	B&G EDDUNBURG/DE	1 5006 91 0504 5325	GOOD CONDITION
4,135	12-SPEAKER REVERSIBLE DESKS	N/A	SAVON OFFICE SUPPLY	06/22/2007	1	1,325.00	PRECINCT NO. 1	EDDOUCH	B&G EDDUNBURG/DE	1 5006 91 0504 5325	GOOD CONDITION
4,136	EX-65 HORIZON TEARDUML	TM 279-40701004	ACADEMY	06/26/2007	1	729.99	PRECINCT NO. 1	EDDOUCH	B&G EDDUNBURG/DE	1 5006 91 0504 5325	GOOD CONDITION
4,137	W751 HORIZON ELIPTICAL	EX-65	ACADEMY	06/26/2007	1	729.99	PRECINCT NO. 1	EDDOUCH	B&G EDDUNBURG/DE	1 5006 91 0504 5325	GOOD CONDITION
4,138	EVERLAST RECOMBENT BIRE	E74R2666010007	ACADEMY	06/26/2007	1	348.99	PRECINCT NO. 1	EDDOUCH	B&G EDDUNBURG/DE	1 5006 91 0504 5325	GOOD CONDITION
4,139	448 SLATE POOL TABLE	N/A	BILLIARD & REYOND	06/26/2007	1	2,400.00	PRECINCT NO. 1	EDDOUCH	B&G EDDUNBURG/DE	1 5006 91 0504 5325	GOOD CONDITION
4,140	12 TASK CHAIRS (HOBACK)	EXPM001344	GATEWAY	06/22/2007	1	1,499.88	PRECINCT NO. 1	EDDOUCH	B&G EDDUNBURG/DE	1 5006 91 0504 5325	GOOD CONDITION
4,141	40 STACKABLE CHAIRS (BLACK)	N/A	GATEWAY	06/27/2007	1	5,403.00	PRECINCT NO. 1	EDDOUCH	B&G EDDUNBURG-ED	1 5006 91 0504 5400	GOOD CONDITION
4,142	INDOOR SCOREBOARD W/ PALLET	1205617	BSN SPORTS	06/25/2007	1	2,799.60	PRECINCT NO. 1	EDDOUCH	B&G EDDUNBURG-ED	1 5006 91 0504 5325	GOOD CONDITION
4,143	NICO 2 PORT BASKETBALL BACKS	N/A	543 WOLFWILDE	06/20/2007	1	1,165.00	PRECINCT NO. 1	EDDOUCH	B&G EDDUNBURG-ED	1 5006 91 0504 5325	GOOD CONDITION
4,144	NICO 2 PORT BASKETBALL BACKS	N/A	543 WOLFWILDE	06/20/2007	1	1,165.00	PRECINCT NO. 1	EDDOUCH	B&G EDDUNBURG-ED	1 5006 91 0504 5325	GOOD CONDITION
4,145	TRIPLE NET BIG RED B&G EVER	N/A	SPORT TIME	06/26/2007	1	204.90	PRECINCT NO. 1	EDDOUCH	B&G EDDUNBURG/DE	1 5006 91 0504 5325	GOOD CONDITION
4,146	DIGITAL PROJECTOR W/SCREEN	GM9G544083F	STAPLES	06/26/2007	1	846.98	PRECINCT NO. 1	EDDOUCH	B&G EDDUNBURG/DE	1 5006 91 0504 5325	GOOD CONDITION

AI-11651

12.A.

**grant approval - Indigent Defense Formula Grant
CC REGULAR**

Date: 10/14/2008
Submitted By: David Sinder, INDIGENT DEFENSE
Submitted For: David Sinder
Department: INDIGENT DEFENSE

Information

CAPTION

1. Requesting authorization and approval to submit the grant application and resolution to the Texas Task Force on Indigent Defense for the Indigent Defense Formula Grant in the amount of \$330,685.00

2. Authorization for County Judge to sign the required documents.

BACKGROUND

Application was submitted online to the Texas Task Force on Indigent Defense for the FY 2009 Formula Grant program. Confirmation of online application is attached (refer to attachement).

Grant Application Due: October 21, 2008.

Grant Period October 1, 2008 through September 30, 2009. No Co. cash match required. Obtain appropriate signatures and mail or fax the form (s).

Fiscal Impact

Attachments

Link: [application](#)

Link: [resolution](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/09/2008 09:10 AM	APRV
2	Manuel Chapa	Manuel Chapa	10/09/2008 10:35 AM	APRV
3	Auditor's Office	Linda Fong	10/10/2008 08:48 AM	APRV
4	Purchasing Department	Marty Salazar	10/10/2008 02:17 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 02:25 PM	APRV

Form Started By: David Sinder
Started On: 10/09/2008 08:58 AM

Final Approval Date: 10/10/2008

2009 Hidalgo County Formula Grant Program Application Confirmation

County: Hidalgo

Fiscal Year: 2009

Confirmation Number: 200910820080925

Projected Allocation: \$330,685.00

County's FY01 Baseline: \$2,076,345.00

State Payee Identification number: 74-6000717

Division or unit within the county to administer the grant: Court Administration

Official County Mailing Address: 100 N. Closner
Edinburg, TX 78539

The County Judge is **Juan D. Salinas.**

The Financial Officer is the County Auditor, **Raymundo Eufracio.**

The Local Administrative District Judge is **Aida Salinas Flores.**

The Local Administrative Statutory County Court Judge is **Fred Garza.**

The Chairman of the Juvenile Board is **Mario E. Ramirez, Jr..**

Receive
Plan
Mailings

☒

☒

☒

Indigent Defense Plan Review Summary			
	District Court	County Court	Juvenile Board
The following items have been addressed in the plan:			
48 hour initial appearance	☒	☒	
24 hour transmission of counsel requests.	☒	☒	
1 or 3 working day deadline for appointing counsel	☒	☒	
Attorney Fee Schedule	☒	☒	☒
Procedures for payment of expenses incurred with prior court approval	☒	☒	☒
Procedures for payment of expenses incurred without prior court approval	☒	☒	☒
Itemized fee voucher required to be submitted and approved by judge before payment	☒	☒	☒
CLE Training requirements for attorneys complies with Task Force standards	☒	☒	☒
Plan has met specified conditions	☒	☒	☒
The plan requirements appear to have been met.			

After printing out the Resolution / Internet Submission Form and obtaining the appropriate signatures, mail or fax the form to:

Darby Johnson, PPRI
335 H.C. Dullie Bell Building
TAMU Mailstop 4476
College Station, Texas 77843-4476
Fax number: 888-351-3485

Resolution / Internet Submission Form: Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. [Word Version](#)

**2009 Hidalgo County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hidalgo County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hidalgo County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2008.

Juan D. Salinas
County Judge

Attest:

County Clerk

Internet Submission Form

After submitting the formula grant application on-line, the following Internet submission confirmation number was received # _____. This grant application submission was in accordance with the Commissioners Court Resolution above.

Juan D. Salinas
County Judge

AI-11649

13.A.

**Additional Right of Way South I Road/ South Fork Estates
CC REGULAR**

Date: 10/14/2008

Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.

Submitted For: Joe Pena

Department: RIGHT OF WAY DEPT.

Agenda Area: Right of Way

Information

CAPTION

Authorization for suveys, metes & bounds, title reports, appraisals and acquisition of additional Right of Way South I Road/ South Fork Estates - for Drainage purposes as approved by CC 9/9/08.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 8-1200-431-00-260-001-0-711

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

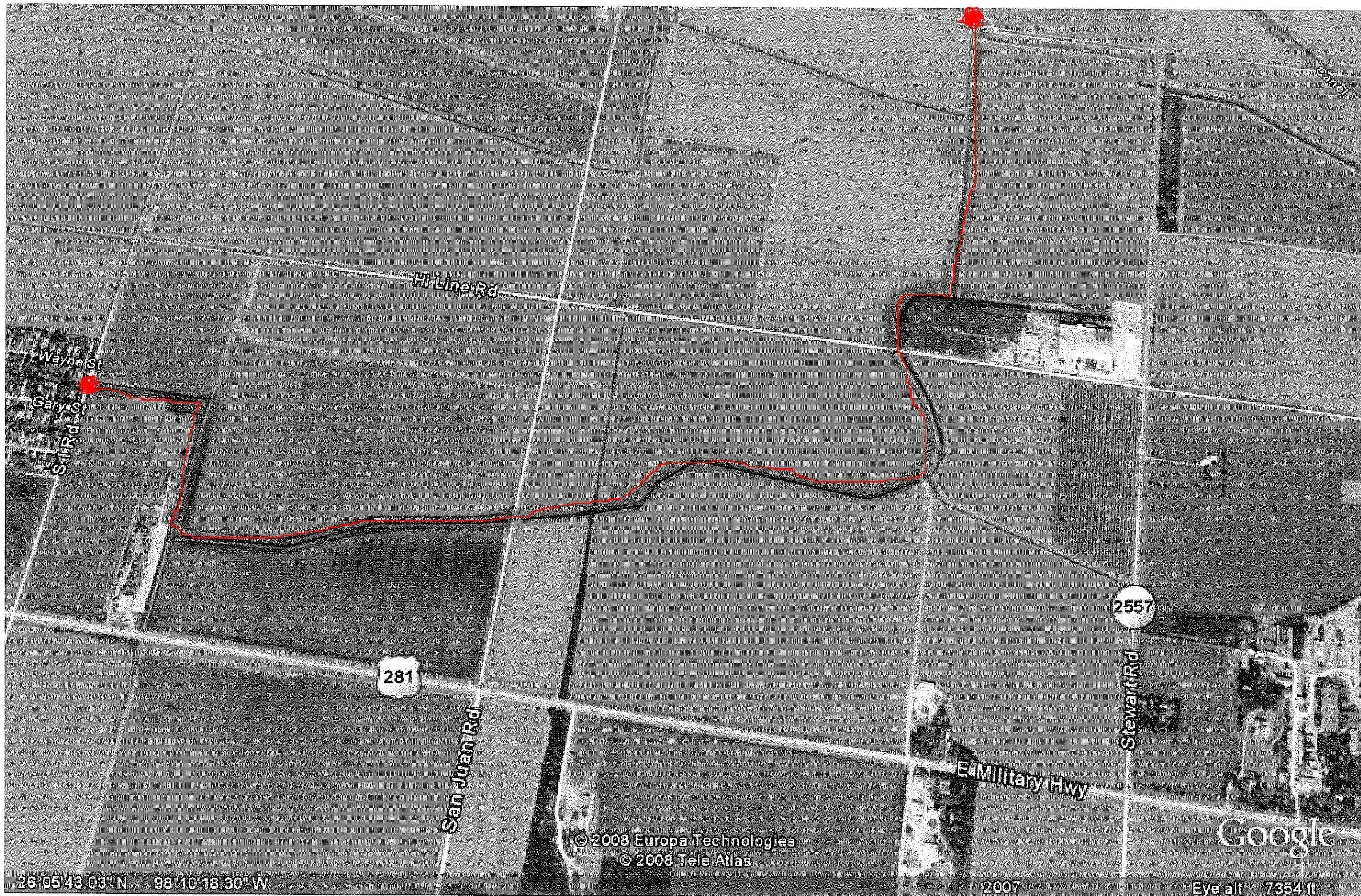
Available balance is \$585,776.00 as of 10/9/08.

Attachments

Link: [Location Map](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/09/2008 09:00 AM	APRV
2	Dale Kennan	Dale Kennan	10/09/2008 09:39 AM	APRV
3	Auditor's Office	Linda Fong	10/10/2008 01:28 PM	APRV
4	Purchasing Department	Marty Salazar	10/10/2008 02:17 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 02:25 PM	APRV
Form Started By: Sandra Garcia			Started On: 10/09/2008 08:29 AM	
Final Approval Date: 10/10/2008				



AI-11652

13.B.

**Additional Right of Way Val-Mex Road
CC REGULAR**

Date: 10/14/2008

Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.

Submitted For: Joe Pena

Department: RIGHT OF WAY DEPT.

Agenda Area: Right of Way

Information

CAPTION

Authorization for survey, metes & bounds, title reports, appraisals and acquisition of additional right of way on Val-Mex Drive- From 10th Street approximately 2439' to the west of canal - Approved by CC 8/26/08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8

ACCT. #: 8-1200-431-00-260-001-0-711

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

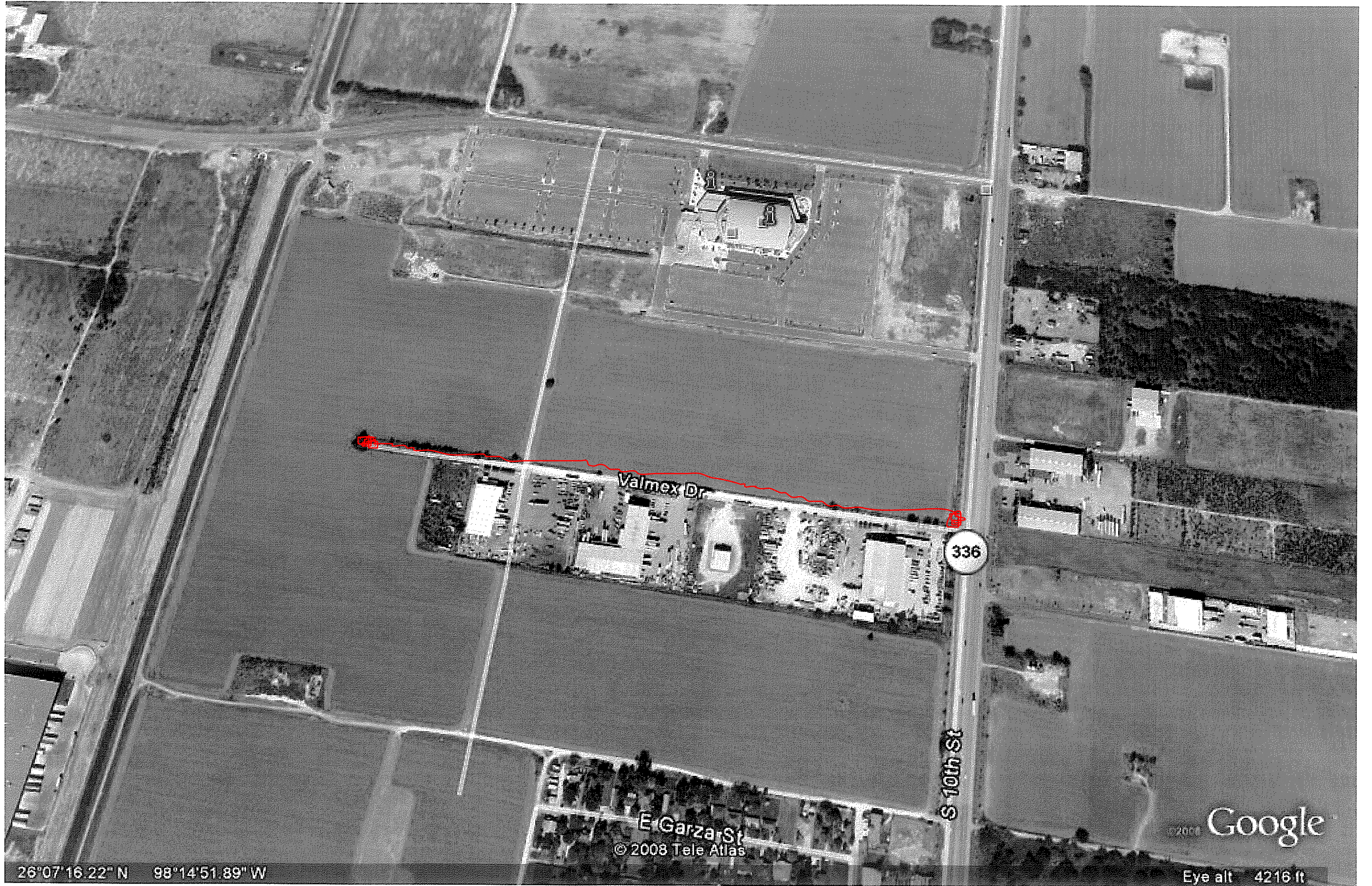
Available balance is \$585,776.00 as of 10/9/08.

Attachments

Link: [Location Map](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/09/2008 11:02 AM	APRV
2	Dale Kennan	Dale Kennan	10/09/2008 11:08 AM	APRV
3	Auditor's Office	Linda Fong	10/10/2008 01:51 PM	APRV
4	Sergio Cruz		10/10/2008 04:18 PM	NEW
Form Started By: Sandra Garcia			Started On: 10/09/2008 08:59 AM	
Final Approval Date: 10/10/2008				



AI-11618

14.A.

**Amendment for Tower Road Project
CC REGULAR**

Date: 10/14/2008
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

Approval of 2008 appropriation of funds for Tower Road (1202) in the amount of \$159,169.66.

BACKGROUND

This will be to cover Drainage Items for Tower Road project which were approved on CCM 10/07/2008 AI-11543 19,C,3.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-031-0-733
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Fund balance available as of 10/08/08 in the Amount. of \$159,169.66

Attachments

Link: 2008 Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/08/2008 08:10 AM	APRV
2	Dale Kennan	Dale Kennan	10/08/2008 09:45 AM	APRV
3	Auditor's Office	Linda Fong	10/09/2008 09:36 AM	APRV
4	Purchasing Department	Marty Salazar	10/09/2008 11:02 AM	APRV
5	Court Administrator	Angela Garcia	10/09/2008 11:11 AM	APRV

Form Started By: Yolanda Cisneros Started On: 10/07/2008 05:31 PM

Final Approval Date: 10/09/2008

DATE: October 7, 2008

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 8-1202-431-00-122-031-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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



INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1202-431-00-122-031-0-733	TOWER RD-DRAINAGE DITCHES & STRUCTURES	\$159,169.66
TOTAL BUDGET INCREASE (DECREASE)		\$ 159,169.66

REASON: This appropriation will help fund Tower Road an ongoing project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-11674

14.B.

**Solid Waste/Code Enforcement Position
CC REGULAR**

Date: 10/14/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Precinct #2

Information

CAPTION

Pct#2 - Sanitation:

1.- Approval to create three (3) new permanent full-time Solid Waste/Code Enforcement Officer positions slot #'s 122-001-0023, 0024, & 0025. Budgeted salary as per the Law Enforcement Step & Grade Plan.

2.- Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding will need to come from general fund if these positions are approved. For fiscal impact please see the attached Fiscal Note.

Attachments

Link: [LOT](#)

Link: [fiscal note](#)

Link: [job descriptions](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/10/2008 10:00 AM	APRV
2	Manuel Chapa		10/10/2008 04:18 PM	PEND
Form Started By: Angela Garcia			Started On: 10/10/2008 09:18 AM	
Final Approval Date: 10/10/2008				



Letter of Transmittal

HIDALGO COUNTY

DEPARTMENT OF BUDGET AND MANAGEMENT

Date: 10/10/2008

To: Esther Cortez, Human Resources
Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find 1 original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

AI: 11674

C.C. Date: 10/14/2008

Dept: Precinct#2 - Sanitation

Note: Personnel adjustment forms must be reviewed and signed by an authorized HR representative and returned to Budget & Management Dept. by 11:00 am on Friday's for inclusion on the following weeks Commissioners' Agenda.

Human Resources Dept:

Received By: _____

Title: _____

Date: _____

Time: _____

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, October 14, 2008

Agenda Item: AI-11674

Summary of request/proposal:

Precinct#2 - Sanitation is requesting approval to create three (3) permanent full-time Solid Waste Code Enforcement Officer positions, slot no.'s 122-001-0023, 122-001-0024 and 122-001-0025 budgeted at \$36,480.00 each per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Solid Waste Code Enforcement Officer	0023	113	0.00	36,480.00	36,480.00
1100	Solid Waste Code Enforcement Officer	0024	113	0.00	36,480.00	36,480.00
1100	Solid Waste Code Enforcement Officer	0025	113	0.00	36,480.00	36,480.00
						109,440.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-432-00-122-001-0 113	SANITATION PCT# 2 PERM F/T EMPL	23,809.47
8-1100-432-00-122-001-0 211	SANITATION PCT# 2 HEALTH INSURANCE	2,717.73
8-1100-432-00-122-001-0 212	SANITATION PCT# 2 LIFE INSURANCE	21.54
8-1100-432-00-122-001-0 220	SANITATION PCT# 2 FICA	1,821.42
8-1100-432-00-122-001-0 230	SANITATION PCT# 2 RETIREMENT	2,090.47
8-1100-432-00-122-001-0 250	SANITATION PCT# 2 UNEMPLOYMENT COM	119.05
8-1100-432-00-122-001-0 260	SANITATION PCT# 2 WORKER'S COMP	1,085.71
	2008 Budgetary Impact	31,665.39

2009 Budgetary Impact: **145,549.65**

Possible Funding Sources: **General Fund/Co. Wide Contingency**

Budget Office Recommendation:

**HIDALGO COUNTY
PRECINCT 2 - SANITATION**

JOB TITLE: Solid Waste Code Enforcement Officer

FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122

CIVIL SERVICE STATUS: NON-EXEMPT

JOB DESCRIPTION SUMMARY:

Under the direction and supervision of the Pct. 2 County Commissioner or other designated supervisor, performs technical field inspections and investigations to enforce State and County codes and ordinances relating to land use, public nuisances, and illegal dumping; investigates complaints and issues citations for code violations.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Performs land use and environmental inspections to assure safety and general welfare of residents.
2. Provides the community with information for legal options for the disposal and removal of solid waste in the unincorporated areas of the County.
3. Researches and identifies essential anti-dumping laws on a regular basis.
4. Investigates criminal and civil illegal dumping, burning and public nuisances.
5. Prepares legal case report files for criminal and civil law suits.
6. Performs environmental health inspections on both private and commercial property in accordance with Texas Health and Safety Code specific to essential anti-dumping laws
7. Performs surveillance operations using digital photography and video techniques for gathering evidence of environmental crimes.
8. Prepares and issues citations and warrants; collects and preserves evidence; writes arrest warrants, inspection warrants, search warrants, and related paperwork.
9. Following established procedures, issues citations and warrants to people in violation of county codes and state regulations; documents each citation presented to owners and agents.
10. Conducts follow-up inspections and reissues citations where compliance has not been achieved.
11. Performs other related law enforcement duties as assigned.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and /or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- High School diploma or General Education degree (GED) preferred;
- Minimal two (2) years work experience in same or related field.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must possess a valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's insurance carrier.
- Must be a licensed peace officer

OTHER SKILLS AND ABILITIES:

- Knowledge of applicable Federal, state, and county laws, statutes, and ordinances.
- Knowledge of principles and practices of code enforcement, investigations and inspection methods, and public relations techniques in code compliance activities.
- Knowledge of investigative techniques and procedures, and techniques for observation and memorization of critical details.
- Knowledge of court and administrative hearings process, legal terminology, arrest laws and rules of evidence.
- Knowledge of proper methods of securing, handling, and preserving evidence.
- Knowledge of solid waste and hazardous materials.
- Skill in conducting comprehensive investigations, maintaining accurate records, and preparing comprehensive written and oral reports.
- Skill in making presentations before court officials and hearing officers.
- Ability to communicate effectively, especially orally with persons of varying educational backgrounds.
- Ability to maintain complete and accurate records.
- Employee shall be able to make decisions/corrections as needed and must have strong public relation skills both written and oral;
- Employee must be organized.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- 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 accommodations 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 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 up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. 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 work environments and conditions which involve;

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM:

Employee is required to follow all departments' safety regulations.

AI-11413

15.A.

**REQ. AUTHORIZATION TO NAME ROADS WITHIN LAKEVIEW
SUBDIVISION.**

CC REGULAR

Date: 10/14/2008

Submitted By: Janie Alejos, COMM. PCT. #4

Submitted For: Janie Alejos

Department: COMM. PCT. #4

Agenda Area: Precinct #4

Information

CAPTION

Request Authorization To Name Roads Located Within Lakeview Subdivision As Follows:

1. CR4027: Rio Red Circle S.
2. CR4029: Rio Red Lane
3. CR4031: Rio Red Lane
4. CR4033: Rio Red Circle N.
5. West Side Rd: Rio Red Circle W.

BACKGROUND

(Lakeview S.D. Is Located Off McColl Rd, North Of Am 1925.)

911 Approval

Map Of Subdivision

Reference Map Of Location

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Link: [Lakeview backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/03/2008 09:07 AM	APRV
2	Manuel Chapa	Manuel Chapa	10/03/2008 03:11 PM	APRV
3	Auditor's Office	Linda Fong	10/08/2008 04:37 PM	APRV
4	Purchasing Department	Marty Salazar	10/08/2008 04:48 PM	APRV
5	Court Administrator	Angela Garcia	10/09/2008 07:46 AM	APRV

Form Started By: Janie Alejos

Started On: 09/25/2008 11:39
AM

Final Approval Date: 10/09/2008



Lower Rio Grande Valley Development Council

Arturo Ramirez, Grassroots Organizations President
 Commissioner John Ingram, McAllen.....1st Vice-President
 Mayor Chris Boswell, Harlingen.....2nd Vice-President
 Mayor Pro-Tem Alvin Samano, Member-at-Large.....Secretary
 Commissioner Sylvia Handy, Hidalgo County.....Treasurer
 Hon. Norma G. Garcia, Member-at-Large.....Immediate Past President

BOARD MEMBERS

October 02, 2008

Edna Tamayo
 Commissioner, Cameron County

Emilio Vera, Jr.
 Commissioner, Willacy County

Roel Landa
 Commissioner, Alamo

Carlos A. Cieneros
 Mayor Pro-Tem, Brownsville

Silvestre Garcia
 Mayor, Combes

David S. Simmons
 Mayor, Donna

Eddy González
 Mayor Pro-Tem, Edcouch

Gus Garcia
 Council Member, Edinburg

Steve Brewer
 Mayor, La Feria

Joel Quintanilla
 Mayor, Mercedes

Norberto "Beto" Salinas
 Mayor, Mission

Leo "Polo" Palacios, Jr.
 Mayor, Pharr

Orlando Correa
 Mayor, Raymondville

Joe Hernandez
 Mayor, San Benito

Lupe Rodriguez
 Mayor Pro-tem, San Juan

Buddy De La Rosa
 Mayor, Weslaco

Dr. J. Gilbert Leal
 President, TSTC, Harlingen

Roberto Loreda
 Donna I.S.D.

Gale Armstrong
 El Jardin Water Supply

Michael G. Wilson
 Willacy Navigation District

Don Medina
 Member-At-Large

EXECUTIVE DIRECTOR
 Kenneth N. Jones, Jr.

Jaine Alejo
 Hidalgo County

This letter is to advise you that the following streets have been approved by the 9-1-1 Dept in the city of Edinburg, TX.

RIO RED CIRCLE N

RIO RED LN

RIO RED CIRCLE S

RIO RED CIRCLE W

If you should have any questions feel free to contact our office at:

(956)682-3481 EXT: 118

Juan Gomez
 9-1-1 Director

R0800-01 COMM: EDINBURG
• ESN 223 DEL: EDINBURG
MSAG: 09/15/08 TX MAP: 188.A3
ADDRESSED: 911-dep Mr. Gomez

APPROVED AND ACCEPTED:

LAKEVIEW SUBDIVISION (R.O. RED)

R0800-01-00-000-0021

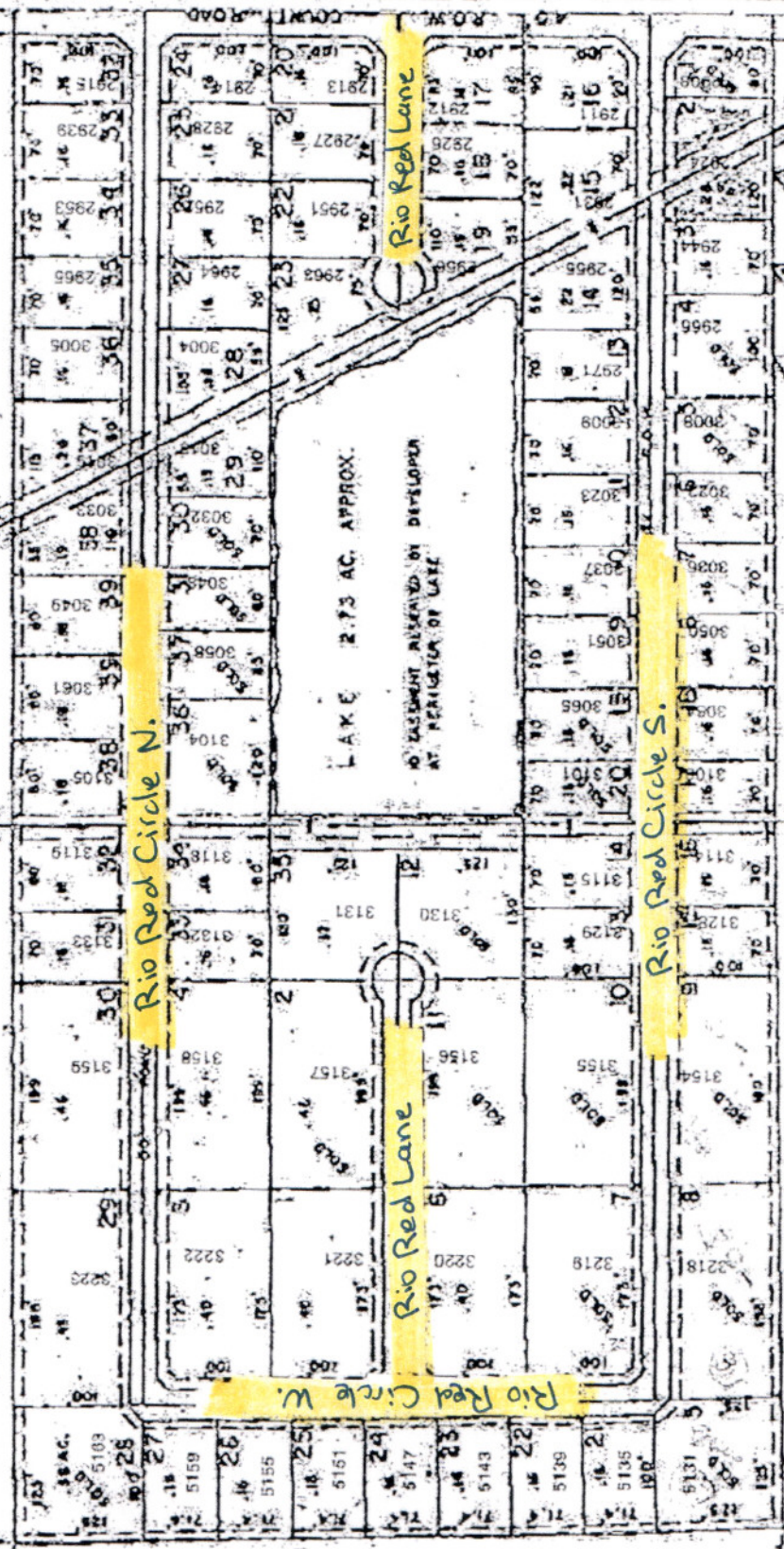
R0800-01-00-000-0022

R0800-01-00-000-0023

POSTAL DELIVERY: Edinburg

3 N 5 ac of Lot 21
1 of 22 and 23
Peyer Gardens
190 County Texas

ESN 223 1452.0



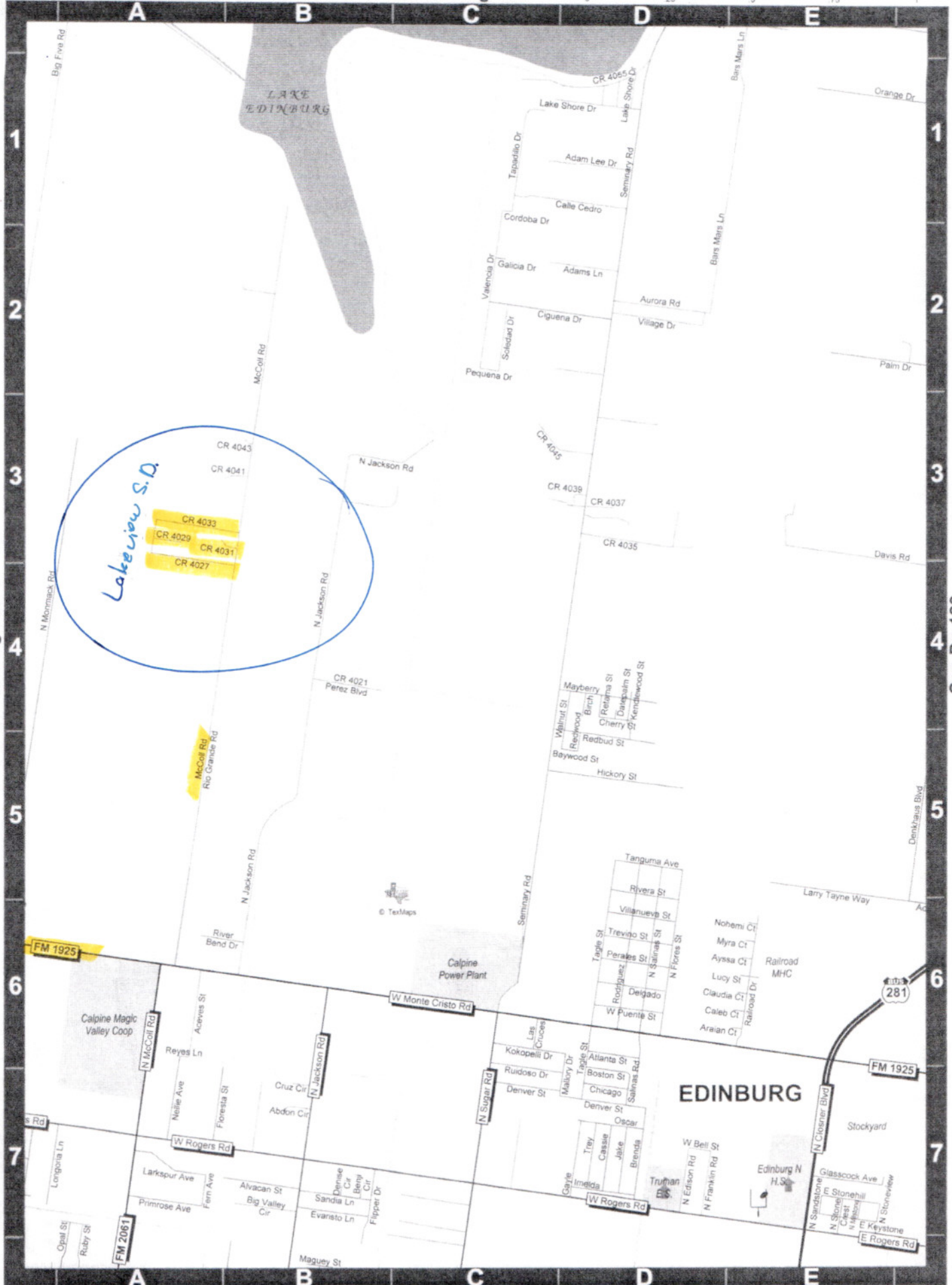
750.0

Rio Red Circle



See Pg 187

See Pg 189



AI-11675

15.B.

**Pct. 4 Drainage Improvement Project
CC REGULAR**

Date: 10/14/2008

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted For: Comm. Oscar Garza

Department: BUDGET & MANAGEMENT

Agenda Area: Precinct #4

Information

CAPTION

Pct. No. 4- Drainage Improvement Project:

1. Approval to create the following nine (9) new permanent full time Non-Exempt positions to be funded from Pct. 4 2008 C.O. Series allocation:

Slot No.	Position Title	Budgeted Salary
0003	Excavator - Heavy Equipment Operator	\$38,500.00
0004	Excavator - Heavy Equipment Operator	\$38,500.00
0005	Backhoe - Heavy Equipment Operator	\$29,500.00
0006	Backhoe - Heavy Equipment Operator	\$29,500.00
0007	Bulldozer - Heavy Equipment Operator	\$29,500.00
0008	Pipe Layer/Fitter	\$25,000.00
0009	Pipe Layer/Fitter	\$25,000.00
0010	Laborer - Drainage/Construction	\$20,000.00
0011	Laborer - Drainage/Construction	\$20,000.00

2. Approval of revised salary schedule.

Road & Bridge:

1. Approval to create one (1) permanent full time Non-Exempt Office Clerk/Receptionist position slot #124-007-0052, set budgeted salary @ \$16,640.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: [Fiscal Note](#)

Link: [Revised Salary Schedule](#)

Link: [PARF](#)

Link: [PARF](#)

Link: [PARF](#)

Link: [PARF](#)

Link: [PARE](#)

Link: [Fiscal Note/R&B](#)

Link: [Revised Salary Schedule](#)

Link: [PARE](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	10/10/2008 02:45 PM	APRV
2	Rosalinda Cantu		10/10/2008 04:18 PM	PEND
Form Started By: Damaris San Miguel			Started On: 10/10/2008 09:26 AM	
Final Approval Date: 10/10/2008				

Hidalgo County Budget Office

FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, October 14, 2008

Agenda Item: AI - 11675

Summary of request/proposal: Pct. 4 is requesting approval to create nine (9) permanent full time Non- Exempt new positions for the Drainage Improvement Project as follows:

<u>Fund</u>	<u>Position</u>	<u>Slot#</u>	<u>Obj</u>	<u>Current Budgeted Salary</u>	<u>Salary Requested</u>	<u>Total Adjustment Requested</u>
	Excavator - Heavy Eqp.	0003	113	0.00	38,500.00	38,500.00
	Excavator - Heavy Eqp.	0004	113	0.00	38,500.00	38,500.00
	Backhoe - Heavy Eqp Oper.	0005	113	0.00	29,500.00	29,500.00
	Backhoe - Heavy Eqp Oper.	0006	113	0.00	29,500.00	29,500.00
	Bulldozer - Heavy Eqp Oper.	0007	113	0.00	29,500.00	29,500.00
	Pipe Layer/Fiter - Drainage	0008	113	0.00	25,000.00	25,000.00
	Pipe Layer/Fiter - Drainage	0009	113	0.00	25,000.00	25,000.00
	Laborer - Drainage/Constr.	0010	113	0.00	20,000.00	20,000.00
	Laborer - Drainage/Constr.	0011	113	0.00	20,000.00	20,000.00
Total:				0.00	255,500.00	255,500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-XXXX-XXX-XX-XXX-XXX-X- 113	New PERM F/T EMPLOYEES	56,561.07
8-XXXX-XXX-XX-XXX-XXX-X- 211	New HEALTH INSURANCE	8,296.21
8-XXXX-XXX-XX-XXX-XXX-X- 212	New LIFE INSURANCE	52.79
8-XXXX-XXX-XX-XXX-XXX-X- 220	New FICA	4,326.92
8-XXXX-XXX-XX-XXX-XXX-X- 230	New RETIREMENT	4,966.06
8-XXXX-XXX-XX-XXX-XXX-X- 250	New UNEMPLOYMENT COMP	282.81
8-XXXX-XXX-XX-XXX-XXX-X- 260	New WORKER'S COMP	55.83
2008 Budgetary Impact		74,541.69

2009 Budgetary Impact: \$ 336,726.43

Possible Funding Sources: 2008 CO Series

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE**

AI-11675

**8-XXXX-XXX-XX-124-XXX-X- (NEW ACCT)
Pct. 4 Drainage Improvement Project**

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DIRECTOR OF CONSTRUCTION	0.00	48,500.00	48,500.00	0.00%	0.00	0.00	48,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0002	113	ASSISTANT DIRECTOR OF CONSTRUCTION	0.00	45,000.00	45,000.00	0.00%	0.00	0.00	45,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0003	113	EXCAVATOR - HEAVY EQUIPMENT OPERATOR	0.00	38,500.00	38,500.00	0.00%	0.00	0.00	38,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	EXCAVATOR - HEAVY EQUIPMENT OPERATOR	0.00	38,500.00	38,500.00	0.00%	0.00	0.00	38,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	BACKHOE - HEAVY EQUIPMENT OPERATOR	0.00	29,500.00	29,500.00	0.00%	0.00	0.00	29,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0006	113	BACKHOE - HEAVY EQUIPMENT OPERATOR	0.00	29,500.00	29,500.00	0.00%	0.00	0.00	29,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0007	113	BULLDOZER - HEAVY EQUIPMENT OPERATOR	0.00	29,500.00	29,500.00	0.00%	0.00	0.00	29,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	PIPE LAYER/FITTER - DRAINAGE	0.00	25,000.00	25,000.00	0.00%	0.00	0.00	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0009	113	PIPE LAYER/FITTER - DRAINAGE	0.00	25,000.00	25,000.00	0.00%	0.00	0.00	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0010	113	LABORER - DRAINAGE/CONSTRUCTION	0.00	20,000.00	20,000.00	0.00%	0.00	0.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0011	113	LABORER - DRAINAGE/CONSTRUCTION	0.00	20,000.00	20,000.00	0.00%	0.00	0.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL			\$0.00	\$349,000.00	\$349,000.00		\$0.00	\$0.00	\$349,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

NEW PROPOSED POSITIONS SLOTS 0003 THRU 0011 PENDING CC APPROVAL.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 Drainage Improvement Project

DATE: 10/10/2008

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0005 & 0006

REQUESTED POSITION TITLE: Backhoe - Heavy Equipment Operator
(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 \$ 29,500.00 \$ 59,000.00
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☒ Other 2008 C.O. Series - Pct. 4 Drainage Improvement Project

POSITION Type:

Full Time Employee ☒ Part Time Employee ☐
Object 113 Object 114
Full Time Temporary ☐ Part Time Temporary ☐
Object 121 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:				
Exempt	☐	FLSA:		
		Exempt	☐	
Non-Exempt	☒	Non-Exempt	☒	
N/A	☐			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Pct. 4 Drainage Improvement Project

NEW POSITION: Brief job description and attach a copy of the new job description.

Manage the construction, reconstruction and/or renovation of drainage system in Pct. 4

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	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

DEPARTMENT NAME/NUMBER: Pct. 4 Drainage Improvement Project

DATE: 10/10/2008

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Full Time Temporary ☐ Part Time Temporary ☐
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Non-Exempt	☒	Non-Exempt	☒	
N/A	☐			

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Pct. 4 Drainage Improvement Project

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HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 Drainage Improvement Project

DATE: 10/10/2008

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CIVIL SERVICE:				
Exempt	☐	FLSA:		
		Exempt	☐	
Non-Exempt	☒	Non-Exempt	☒	
N/A	☐			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Pct. 4 Drainage Improvement Project

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HIDALGO COUNTY

Personnel Adjustment Request Form

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DATE: 10/10/2008

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		Exempt	☐	
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Pct. 4 Drainage Improvement Project

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HIDALGO COUNTY

Personnel Adjustment Request Form

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N/A	☐			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Pct. 4 Drainage Improvement Project

NEW POSITION: Brief job description and attach a copy of the new job description.

Manage the construction, reconstruction and/or renovation of drainage system in Pct. 4

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	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 Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, October 14, 2008

Agenda Item: AI - 11675

Summary of request/proposal: Pct. 4 is requesting approval to create one (1) permanent full time Non- Exempt Office Clerk/Receptionist position for the Drainage Improvement Project.

<u>Fund</u>	<u>Position</u>	<u>Slot#</u>	<u>Obj</u>	<u>Current Budgeted Salary</u>	<u>Salary Requested</u>	<u>Total Adjustment Requested</u>
1200	Office Clerk/Receptionist	0052	113	0.00	16,640.00	16,640.00
Total:				0.00	16,640.00	16,640.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1204-431-00-124-007-0 113	PCT. 4 P/U RD PERM F/T EMPLOYEES	3,683.66
8-1204-431-00-124-007-0 211	PCT. 4 P/U RD HEALTH INSURANCE	921.80
8-1204-431-00-124-007-0 212	PCT. 4 P/U RD LIFE INSURANCE	5.98
8-1204-431-00-124-007-0 220	PCT. 4 P/U RD FICA	281.80
8-1204-431-00-124-007-0 230	PCT. 4 P/U RD RETIREMENT	323.43
8-1204-431-00-124-007-0 250	PCT. 4 P/U RD UNEMPLOYMENT COMP	18.42
8-1204-431-00-124-007-0 260	PCT. 4 P/U RD WORKER'S COMP	0.15
2008 Budgetary Impact		5,235.24

2009 Budgetary Impact: \$ 23,648.85

Possible Funding Sources:

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE**

**8-1204-431-00-124-007-0
Pct. 4 P/U RD**

AI-11675

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	113	EXECUTIVE ASST	58,646.00	0.00	58,646.00	0	2,346.00	0.00	60,992.00	60,992.00	1,560.00	0.00	0.00	0.00	0.00	62,552.00
2	113	FIELD/OP DIR	44,795.00	0.00	44,795.00	0	1,791.80	0.00	46,587.00	46,587.00	557.22	0.00	0.00	0.00	0.00	47,144.22
3	113	SP/PROJ COORD	43,583.00	0.00	43,583.00	0	1,743.32	0.00	45,326.00	45,326.00	973.53	0.00	0.00	0.00	0.00	46,299.53
4	113	A/P CLERK	38,854.00	0.00	38,854.00	0	1,554.16	0.00	40,408.00	40,408.00	1,281.56	0.00	0.00	0.00	0.00	41,689.56
5	113	HEAVY EQ OP III	34,987.00	0.00	34,987.00	0	1,399.48	0.00	36,386.00	36,386.00	1,440.00	0.00	0.00	0.00	0.00	37,826.00
6	113	CHIEF ADMINISTRATOR	33,077.00	0.00	33,077.00	0	1,323.08	0.00	34,400.00	34,400.00	819.82	0.00	0.00	0.00	0.00	35,219.82
7	113	HEAVY EQ OP III	39,000.00	0.00	39,000.00	0	1,560.00	0.00	40,560.00	40,560.00	420.00	0.00	0.00	0.00	0.00	41,040.00
8	113	HEAVY EQ OP III	34,487.00	0.00	34,487.00	0	1,379.48	0.00	35,866.00	35,866.00	840.00	0.00	0.00	0.00	0.00	36,706.00
9	113	MECHANIC III	31,532.00	0.00	31,532.00	0	1,261.28	0.00	32,793.00	32,793.00	660.00	0.00	0.00	0.00	0.00	33,453.00
10	113	HEAVY EQ OP II	30,070.00	0.00	30,070.00	0	1,202.80	0.00	31,273.00	31,273.00	1,320.00	0.00	0.00	0.00	0.00	32,593.00
11	113	MECHANIC II	26,646.00	0.00	26,646.00	0	1,066.00	0.00	27,712.00	27,712.00	0.00	0.00	0.00	0.00	0.00	27,712.00
12	113	TRCK DRIVER III	26,553.00	0.00	26,553.00	0	1,062.00	0.00	27,615.00	27,615.00	0.00	0.00	0.00	0.00	0.00	27,615.00
13	113	TRCK DRIVER III	26,553.00	0.00	26,553.00	0	1,062.12	0.00	27,615.00	27,615.00	540.00	0.00	0.00	0.00	0.00	28,155.00
14	113	TRCK DRIVER III	26,553.00	0.00	26,553.00	0	1,062.12	0.00	27,615.00	27,615.00	900.00	0.00	0.00	0.00	0.00	28,515.00
15	113	CLERK/RECEPTIONIST	26,194.00	0.00	26,194.00	0	1,047.76	0.00	27,242.00	27,242.00	300.00	0.00	0.00	0.00	0.00	27,542.00
16	113	TRCK DRIVER II	25,781.00	0.00	25,781.00	0	1,031.24	0.00	26,812.00	26,812.00	0.00	0.00	0.00	0.00	0.00	26,812.00
17	113	TRF SA/SPC III	25,741.00	0.00	25,741.00	0	1,030.00	0.00	26,771.00	26,771.00	0.00	0.00	0.00	0.00	0.00	26,771.00
18	113	TRCK DRIVER III	25,509.00	0.00	25,509.00	0	1,020.36	0.00	26,529.00	26,529.00	0.00	0.00	0.00	0.00	0.00	26,529.00
19	113	HEAVY EQ OP I	25,468.00	0.00	25,468.00	0	1,018.72	0.00	26,487.00	26,487.00	420.00	0.00	0.00	0.00	0.00	26,907.00
20	113	HEAVY EQ OP II	25,383.00	0.00	25,383.00	0	1,015.32	0.00	26,398.00	26,398.00	420.00	0.00	0.00	0.00	0.00	26,818.00
21	113	TRCK DRIVER III	25,308.00	0.00	25,308.00	0	1,012.32	0.00	26,320.00	26,320.00	900.00	0.00	0.00	0.00	0.00	27,220.00
22	113	HEAVY EQ OP II	25,135.00	0.00	25,135.00	0	1,005.40	0.00	26,140.00	26,140.00	840.00	0.00	0.00	0.00	0.00	26,980.00
23	113	HEAVY EQ OP II	24,706.00	0.00	24,706.00	0	1,000.00	0.00	25,706.00	25,706.00	420.00	0.00	0.00	0.00	0.00	26,126.00
24	113	HEAVY EQ OP II	27,206.00	0.00	27,206.00	0	1,088.00	0.00	28,294.00	28,294.00	0.00	0.00	0.00	0.00	0.00	28,294.00
25	113	MAINTENANCE III	24,706.00	0.00	24,706.00	0	1,000.00	0.00	25,706.00	25,706.00	780.00	0.00	0.00	0.00	0.00	26,486.00
26	113	MECHANIC I	24,706.00	0.00	24,706.00	0	1,000.00	0.00	25,706.00	25,706.00	360.00	0.00	0.00	0.00	0.00	26,066.00
27	113	TIRE REPAIR	24,706.00	0.00	24,706.00	0	1,000.00	0.00	25,706.00	25,706.00	0.00	0.00	0.00	0.00	0.00	25,706.00

**HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE**

8-1204-431-00-124-007-0

Pct. 4 P/U RD

AI-11675

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
28	113	HEAVY EQ OP II	24,413.00	0.00	24,413.00	0	1,000.00	0.00	25,413.00	25,413.00	960.00	0.00	0.00	0.00	0.00	26,373.00
29	113	HEAVY EQ OP II	23,090.00	0.00	23,090.00	0	1,000.00	0.00	24,090.00	24,090.00	300.00	0.00	0.00	0.00	0.00	24,390.00
30	113	HEAVY EQ OP II	22,647.00	0.00	22,647.00	0	1,000.00	0.00	23,647.00	23,647.00	300.00	0.00	0.00	0.00	0.00	23,947.00
31	113	MAINTENANCE II	22,556.00	0.00	22,556.00	0	1,000.00	0.00	23,556.00	23,556.00	420.00	0.00	0.00	0.00	0.00	23,976.00
32	113	HEAVY EQ OP II	21,829.00	0.00	21,829.00	0	1,000.00	0.00	22,829.00	22,829.00	420.00	0.00	0.00	0.00	0.00	23,249.00
34	113	HEAVY EQ OP I	21,829.00	0.00	21,829.00	0	1,000.00	0.00	22,829.00	22,829.00	0.00	0.00	0.00	0.00	0.00	22,829.00
35	113	HEAVY EQ OP II	20,808.00	0.00	20,808.00	0	1,000.00	0.00	21,808.00	21,808.00	0.00	0.00	0.00	0.00	0.00	21,808.00
36	113	HEAVY EQ OP II	23,308.00	0.00	23,308.00	0	1,000.00	0.00	24,308.00	24,308.00	0.00	0.00	0.00	0.00	0.00	24,308.00
37	113	MAINTENANCE I	19,345.00	0.00	19,345.00	0.1	1,000.00	0.00	20,345.00	20,345.00	0.00	0.00	0.00	0.00	0.00	20,345.00
38	113	MAINTENANCE I	19,345.00	0.00	19,345.00	0.1	1,000.00	0.00	20,345.00	20,345.00	0.00	0.00	0.00	0.00	0.00	20,345.00
39	113	MAINTENANCE II	19,345.00	0.00	19,345.00	0.1	1,000.00	0.00	20,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40	113	MAINTENANCE II	21,845.00	0.00	21,845.00	0	1,000.00	0.00	22,845.00	22,845.00	0.00	0.00	0.00	0.00	0.00	22,845.00
41	113	MAINTENANCE II	21,845.00	0.00	21,845.00	0	1,000.00	0.00	22,845.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42	113	HEAVY EQ OP I	19,345.00	0.00	19,345.00	0.1	1,000.00	0.00	20,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
43	113	MAINTENANCE I	21,845.00	0.00	21,845.00	0	1,000.00	0.00	22,845.00	22,845.00	0.00	0.00	0.00	0.00	0.00	22,845.00
44	113	MAINTENANCE I	19,345.00	0.00	19,345.00	0.1	1,000.00	0.00	20,345.00	20,345.00	0.00	0.00	0.00	0.00	0.00	20,345.00
45	113	HEAVY EQ OP II	19,345.00	0.00	19,345.00	0.1	1,000.00	0.00	20,345.00	20,345.00	0.00	0.00	0.00	0.00	0.00	20,345.00
46	113	HEAVY EQ OP I	19,345.00	0.00	19,345.00	0.1	1,000.00	0.00	20,345.00	20,345.00	0.00	0.00	0.00	0.00	0.00	20,345.00
47	113	HEAVY EQ OP II	19,345.00	0.00	19,345.00	0.1	1,000.00	0.00	20,345.00	20,345.00	0.00	0.00	0.00	0.00	0.00	20,345.00
48	113	TRAFFIC SAFETY SPECIALIST II /	22,741.00	0.00	22,741.00	0	1,000.00	0.00	23,741.00	23,741.00	780.00	0.00	0.00	0.00	0.00	24,521.00
49	113	TRAFFIC SAFETY SPECIALIST II /	22,741.00	0.00	22,741.00	0	1,000.00	0.00	23,741.00	23,741.00	0.00	0.00	0.00	0.00	0.00	23,741.00
50	114	CUSTODIAN	9,673.00	0.00	9,673.00	0	387.00	0.00	10,060.00	10,060.00	0.00	0.00	0.00	0.00	0.00	10,060.00
51	113	HEAVY EQUIPMENT OPERATOR II	24,329.00	0.00	24,329.00	0	1,000.00	0.00	25,329.00	25,329.00	0.00	0.00	0.00	0.00	0.00	25,329.00
52	113	OFFICE CLERK/RECEPTIONIST	0.00	0.00	16,640.00	0	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			1,306,144.00	0.00	1,322,784.00		55,469.76	0.00	1,378,251.00	1,298,076.00	18,932.13	0.00	0.00	0.00	0.00	1,317,068.13

NEW PROPOSED POSITION SLOTS 0052 PENDING CC APPROVAL.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 Drainage Improvement Project

DATE: 10/10/2008

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0005 & 0006

REQUESTED POSITION TITLE: Backhoe - Heavy Equipment Operator
(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 \$ 29,500.00 \$ 59,000.00
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☒ Other 2008 C.O. Series - Pct. 4 Drainage Improvement Project

POSITION Type:

Full Time Employee ☒ Part Time Employee ☐
Object 113 Object 114
Full Time Temporary ☐ Part Time Temporary ☐
Object 121 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:				
Exempt	☐	FLSA:		
		Exempt	☐	
Non-Exempt	☒	Non-Exempt	☒	
N/A	☐			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Pct. 4 Drainage Improvement Project

NEW POSITION: Brief job description and attach a copy of the new job description.

Manage the construction, reconstruction and/or renovation of drainage system in Pct. 4

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	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			

AI-11576

16.A.4.

**08-111A -Paving Improvements(Curb-Gutter-Sidewalks-Green Areas) at
201-217 N. Closner, Edinburg -Award of Bid
CC REGULAR**

Date: 10/14/2008

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation of bids received for the purposes of award for: "Hidalgo County-Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg, TX" (RFB No. 08-111A) to the lowest responsible bidder meeting all specifications including bid price clarification, as attached hereto, and as recommended by project engineer Quintanilla, Headley & Associates, Inc.

BACKGROUND

Please see attached:

-Bid Clarification by low bidder.

-Award Recommendation by project Engineer

-Bid Tabulation

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-419-40-220-028-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$790,539.76 as of 10/8/08.

Attachments

Link: [Bid Clarification](#)

Link: [Engineer's Award
Recommendation](#)

Link: [08-111A
-Acceptance Sheet](#)

Link: [Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/08/2008 10:48 AM	APRV
2	Budget & Management	Veronica Lopez	10/08/2008 11:05 AM	APRV
3	Dale Kennan	Dale Kennan	10/08/2008 11:41 AM	APRV

4	Auditor's Office	Linda Fong	10/09/2008 10:04 AM	APRV
5	Dina Trevino	Dina Trevino	10/09/2008 02:54 PM	APRV
6	Court Administrator	Angela Garcia	10/09/2008 03:22 PM	APRV

Form Started By: Moises Salazar

Started On: 10/06/2008 09:33 AM

Final Approval Date: 10/09/2008

JIMMY CLOSNER & SONS CONSTRUCTION Co., INC.
P.O. BOX 170
MERCEDES, TX 78570
TEL (956) 565-2688 * FAX (956) 565-0347

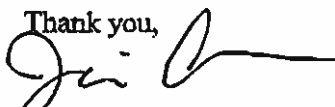
September 26, 2008

To: Hidalgo County Purchasing
2802 S. Business Hwy 281
Edinburg, TX 78539

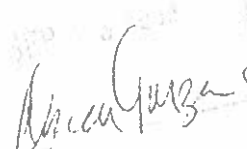
Attention: Moises Salazar

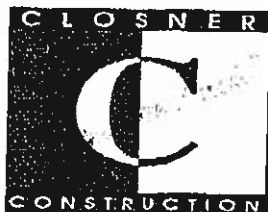
We would like to thank you for the opportunity to bid the Hidalgo County Paving Improvements at 201- 217 N. Closner, Edinburg, TX, Bid No. 2008-111A-08-27-MSS on August 27, 2008. Apparently, there was a mistake made by Jimmy Closner and Son's Const. Co., Inc which made the bid to be \$106,255.00 we would appreciate the county to award the project for set amount.

Thank you,


Jaime Closner
Project Manager

C.C. Eulalio Ramirez

 10:30



CLOSNER CONSTRUCTION CO., L.C.
2809 W. EXPRESSWAY 83
LA FERIA, TX 78559
(956) 797-0785 (956) 797-0576



Fax

To: Moises Salazar

From: Jalme Closner

Fax: 956-292-7612

Pages: 2 including cover

Phone: 956-318-2626

Date: 9/26/08

Re: H.C. Paving Improvements At 201-217 N
Closner, Edinburg, TX

CC: Eulalio Ramirez

☐ Urgent

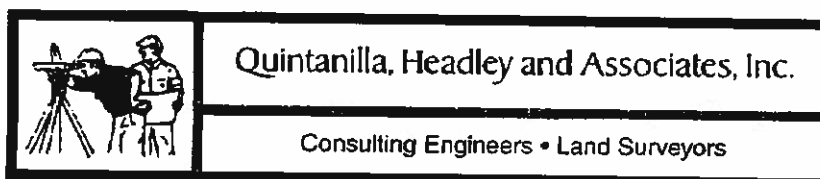
☐ For Review

☐ Please Comment

☐ Please Reply

Comments:

- Municipal Projects
- Subdivisions
- Surveys



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

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

September 25, 2008

Hidalgo County Purchasing Department
Moises Salazar, Buyer II
2802 South Hwy. 281
Edinburg, Texas 78539

Re: Hidalgo County Paving Improvements-Bid No. 2008-111A-08-27-MSS

Dear Mr. Salazar:

Bids for the above mentioned project were received and opened on August 27, 2008. Two bids were received and are as follows:

1. IOC Company	\$ 128,890.00
2. Jimmy Closner & Sons Construction Co.	\$ 107,055.00

We have reviewed and the bids and discovered a mathematical error in the bid submitted by Jimmy Closner & Sons Construction Co. In totaling the bid items submitted, the total should have been \$106,255.00 and not the \$107.055.00 as submitted. This error does not change the lowest bidder and we therefore, recommend that this contract be awarded to Jimmy Closner & Sons Construction Company in the correct amount of \$106,255.00.

Should you have any questions or require additional information, please let us know.
Thank You.

Respectfully,

Eulalio Ramirez, P.E.
Project Engineer

Cc: Alfonso Quintanilla, P.E., QHA

Quintanilla, Headley & Associates, Inc.
Consulting Engineers ★ Land Surveyors
124 E. Stubbs Street
Edinburg, Texas 78539

Fax

To:	Hidalgo County Purchasing Dept.	From:	Eulalio Ramirez,P.E.
Attn:	Oscar Garza	Pages:	2 (Including Cover Sheet)
Phone:	(956)	Date:	September 25, 2008
Fax:	(956) 318-2629	Re:	Hidalgo County Paving Improvements

☐ Urgent ☐ For Review ☐ Please Comment ☐ As Requested ☐ For Your File

● **Comments:**

❖ Letter dated September 25, 2008

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: August 27, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg, TX "

BID NO: 2008-111A-08-27-MSS

BUYER: MOISES SALAZAR

BID # RFB#	NAME OF COMPANY	Unit Price	Total Price	Bid Bond
#1	IOC Company		\$129,890.00	√
#2	Jimmy Closner & Sons		<u>\$107,055.00</u>	√
#3				
#4				
#5				
#6				
#7				

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REQUEST FOR BIDS

HIDALGO COUNTY- “PAVING IMPROVEMENTS (CURB-GUTTER- SIDEWALKS- GREEN AREAS) AT 201-217 N. CLOSNER, EDINBURG, TX”

BID OPENING DATE:

AUGUST 27, 2008

Contact Person:

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



Form HCPD-03

INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid on the following bid information:

<u>Bid #</u>	<u>Bid Description</u>	<u>Opening Date:</u>
2008-111A-08-27-MSS	Hidalgo County – Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg,TX”	August 27, 2008 @ 9:30 a.m.

SEALED BIDS should be properly addressed and delivered to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Administration Building-2812 S. Business Hwy. 281, Edinburg, Texas 78539. One (1) original and Three (3) copies of all bids are required with bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **Bid # 2008-111A-08-27-MSS-“ Paving Improvements (Curb-Gutter- Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg,TX”** **Bids will be accepted until, 9:30 A.M., on Wednesday, August 27, 2008** at which time they will be opened and read aloud in the Hidalgo County Purchasing Department Conference Room at 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED UNOPENED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID NUMBER/PROJECT.**

Pre-Bid Conference will be held on Monday August 18, 2008 at 2:00 pm at the office of: Hidalgo County Purchasing Department, 2802 S. Business Highway 281, Edinburg, Texas 78539.

SPECIFICATIONS including drawings and technical specifications may be viewed and/or obtained at Quintanilla, Headley and Associates, Inc., 124 E. Stubbs Street, Edinburg, TX 78539. Copies of the above documents may be obtained at the office of the Engineer in accordance with the Instruction to Bidders upon the deposit of \$100.00 for each set of documents.

Bid Security in the amount of 5% of the largest possible total of bids submitted must accompany each bid in accordance with the Instruction to Bidders. The surety must be a guaranteed or surety company acceptable to the Hidalgo County and listed in U. S. Treasury Circular No. 570.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS’ COURT OF THE COUNTY OF HIDALGO, TEXAS on this the 22nd day of July, 2008.

**MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT**

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE

BID NO: 2008-111A-08-27-MSS

1. Sealed bids will be received for **"HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG, TX)"**- 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: **"RFB No. 2008-111A-08-27-MSS- HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG, TX)"**- and at County's Purchasing Department, with a physical address: 2802 S. Business 281 and mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, AUGUST 27, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No. 2008-111A-08-27-MSS- HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG, TX " .**

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 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 of 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 –PAVING IMPROVEMENTS (CURB-GUTTER-SIDEWALKS-GREEN AREAS)AT 201-217 N. CLOSER. EDINBURG, TX" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Buisness Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	<u>August 27</u> , 2008
Award of Contract	<u> </u> , 2008
Commence Work or Deliver Products	<u> </u> , 2008

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- A. 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.
- B. 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.
- C. . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- . . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- . . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- . . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- . . Effective January 1, 2006, Chapter 176 of the Texas Local Government
- . Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

- . Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
- . **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
“HIDALGO COUNTY –PAVING IMPROVEMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS)
AT 201-217 N. CLOSNER, EDINBURG, TX ”
BID NO.: 2008-111A-08-27-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281-New Administration Building
Mailing/postal Address: 2802 S. Business 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 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:

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.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
			+					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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.

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 social security card. 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 social security card 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

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, 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/online/ss-5.pdf. 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.)

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, and the District of Columbia 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.

EXHIBIT “D”

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		OFFICE USE ONLY
1 Name of person doing business with local governmental entity.		Date Received
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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.		
4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.		

EXHIBIT “D”

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ Page 2
5	Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is no: from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each affiliation or business relationship.	
6	Describe any other affiliation or business relationship that might cause a conflict of interest.	
7	Signature of person doing business with the governmental entity Date	

Amended 01/13/2006

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 Dollars (\$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 the 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 damages 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, _____, 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; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.)
- ☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- ✓ have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance Purchasing Department Contracts Manager will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, _____.

_____ as Principal_

_____ and

_____ as Surety, are hereby

held and firmly bound unto _____

_____ as Owner in the penal sum of _____

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors an assigns.

Signed, this _____ day of _____, _____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter a contract in writing, for the _____

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (property completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,

exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporation have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

SEAL

By:_____

CONTRACT CONSTRUCTION

This Agreement, entered into this ____ day of _____, **2008** by and between **Hidalgo County** (hereinafter called the "OWNER", acting herein through its **County Judge, Juan D. Salinas, III**, and _____, (a corporation) of _____, Texas, County of Hidalgo, and 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:

Hidalgo County: "HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSER. EDINBURG, TX"

hereinafter called the project, for the sum of (_____)
_____ and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Quintanilla, Headley and Associates, Inc.**, entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **\$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

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

Contractor: _____
[Signature]

Name of Firm: _____

Address: _____

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

STATE OF TEXAS §
COUNTY OF HIDALGO§

This instrument was acknowledged before me on this the _____ day of _____, 2008,
by _____ of and on behalf of _____
(Title) (a corporation)

Notary Public - Signature

ATTEST:

COUNTY OF HIDALGO

Arturo Guajardo, Jr.
County Clerk

Juan D. Salinas, III
County Judge

Approved as to Form:
Atlas & Hall, L.L.P.

By: _____

PROPOSAL

**To: County of Hidalgo
2802 S.Business Hwy 281
Edinburg, Texas**

Project: HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSER. EDINBURG,TX

Bid No. 2008-111A-08-27-MSS

Pursuant to Advertisement for Bids and Notice to Bidders, the undersigned bidder hereby proposes to furnish the plant, materials and equipment and to perform all the work for the described project in strict accordance with the plans, specifications, and addends. The Bidder binds himself upon acceptance of his proposal to execute a contract and bond according the accompanying forms, for performing and completing the said work within the time stated and maintaining same as required by the detailed specifications for the following prices, to wit;

Having become thorough familiar with the Contract Documents and the local conditions affecting the performance and cost of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby, proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed contract documents, all labor and materials, General Construction, Air Conditioning, Electrical and Plumbing for the following sum of money:

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>

I. Water Distribution System (City of Edinburg)

1.	1	Ea.	Remove Exist Fire Hydrant	_____	_____
				_____	_____
				_____ (\$ _____)	_____ (\$ _____)
				Dollars & Cents	Dollars & Cents
2.	1	Ea.	8" x 6" M. J. Tee	_____	_____
				_____	_____
				_____ (\$ _____)	_____ (\$ _____)
				Dollars & Cents	Dollars & Cents
3.	1	Ea.	6" Valve and Box	_____	_____
				_____	_____
				_____ (\$ _____)	_____ (\$ _____)
				Dollars & Cents	Dollars & Cents
4.	1	Ea.	Fire Hydrant w/ 40.0 L.F.of 6" DR-18	_____	_____
				_____	_____
				_____ (\$ _____)	_____ (\$ _____)
				Dollars & Cents	Dollars & Cents

Total Water Distribution System Improvements: \$ _____

II. Drainage Improvements

Item No.	Quantity	Unit	Description	Unit Price (\$)	Total Price (\$)
1.	52	L.F.	12" R.C.P.		
				(\$)	(\$)
				Dollars & Cents	Dollars & Cents
2.	20	L.F.	8" P.V.C.		
				(\$)	(\$)
				Dollars & Cents	Dollars & Cents
3.	1	Ea.	Tie Into Exist TxDot Inlet		
				(\$)	(\$)
				Dollars & Cents	Dollars & Cents
4.	200	C.Y.	Swale Areas Excavation		
				(\$)	(\$)
				Dollars & Cents	Dollars & Cents
5.	1	L.S.	Erosion Control		
				(\$)	(\$)
				Dollars & Cents	Dollars & Cents
6.	30	L.F.	Cut & Repair Asphalt		
				(\$)	(\$)
				Dollars & Cents	Dollars & Cents
7.	3	Ea	Concrete Headwalls		
				(\$)	(\$)
				Dollars & Cents	Dollars & Cents
8.	1	L.S.	Remove & Dispose of Exist C&G, Concrete, trees and Power poles along Closner Blvd., McIntyre St. & Kuhn St. and within Parking lot.		
				(\$)	(\$)
				Dollars & Cents	Dollars & Cents
Total Drainage Improvements:				\$	

III. Paving Improvements

1.	1,300	L.F.	18" Curb and Gutter	(\$) Dollars & Cents	(\$) Dollars & Cents
2.	530	L.F.	5' Sidewalk	(\$) Dollars & Cents	(\$) Dollars & Cents
3.	200	L.F.	6.0' Valley Gutter	(\$) Dollars & Cents	(\$) Dollars & Cents
4.	2	Ea.	TxDOT H.C. Ramps	(\$) Dollars & Cents	(\$) Dollars & Cents
5.	6	Ea.	H.C. Ramps	(\$) Dollars & Cents	(\$) Dollars & Cents
6.	5	Ea.	2.0' x 4.0' Concrete Spillways	(\$) Dollars & Cents	(\$) Dollars & Cents
7.	1	L.S.	Traffic Control	(\$) Dollars & Cents	(\$) Dollars & Cents

Total Paving Improvements: \$

IV. Landscaping & Irrigation Improvements

1.	1	L.S.	Landscaping & Irrigation (As per plans)	(\$) Dollars & Cents	(\$) Dollars & Cents

Total Paving Improvements: \$

Total Bid: \$ _____

Total In Words

The undersigned bidder agrees to furnish all materials as shown and specified with the plans and specifications.

The undersigned bidder agrees to complete the base proposal and any accepted alternates as specified in 150 calendar days.

The Owner shall have the right to accept or reject any or all Alternate Bid amounts.

Enclosed with the Proposal is a Cashier's Check or Certified check for 5% Bond (\$_____) Dollars, which it is agreed shall be collect and retained by the Owner as liquidated damages, in the event this proposal is accepted by the Owner within the number of days stated in advertisement for the reception of bids and the undersigned fails to execute the contract and the required bond with the Owner, under these conditions, hereof, said check or bonds shall be returned to the undersigned upon demand.

Name of Firm

Signature

Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas §
 §
County of Hidalgo §

_____, being first duly sworn, deposes and says that:

- (1) He is _____, of _____
_____, the Bidder that has submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the 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, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit 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 or 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 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 or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

(Title)

Subscribed and sworn to before me this ____
day of _____, 20____.

(Title)

My Commission expires _____

BONDING AND INSURANCE REQUIREMENTS

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "Bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon, acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "Performance Bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "Payment Bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

PAYMENT BOND

A payment bond as described by Texas Government Code, Section 2253.021 (c) for the beneficiaries described by such sub section.

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter called the Principal(s), as Principal(s), and
_____ hereinafter called the Surety(s),
as Surety(s), are held and firmly bound unto _____
_____ (hereinafter called the Oblige), in the amount of _____
_____ Dollars (\$_____) for the payment whereof,
the said Payment 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 Oblige, dated the ____
day of _____, 200__, for the _____
_____ which contract is hereby referred to and made a part
hereof as fully and to the same extent as if copies 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.

PAYMENT BOND CONTINUED:

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the _____ day of _____, A.D., 200__

ATTEST:

PRINCIPAL

(Principal) Secretary
(Seal)

Signature

Witness as to Principal

Print/Type Name

Address

Address

ATTEST:

Surety

(Surety) Secretary
(Seal)

Attorney-in-Fact (Signature)

Witness as to Surety

Print/Type Name

Address

Address

Note: Date of Bond must be prior to date of Contract
(1) Correct Name of Contractor; (2) A Corporation, A Partnership or an individual, as case may be; (3) Correct Name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.

PERFORMANCE BOND

A performance bond as described by Texas Government Code, Section 2253.021 (b) for the benefit of Hidalgo County Drainage District Number One

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter called the Principal(s), as Principal(s), and
_____ hereinafter call the Surety(s),
as Surety(s), are held and firmly bound unto _____
_____ (hereinafter called the Oblige), in the amount of _____
_____ Dollars (\$_____) for the payment 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 Oblige, dated the ____
day of _____, 200__, for the _____
_____ Which contract is hereby referred to and made a part hereof as fully
and to the same extent as if copies 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.

PERFORMANCE BOND CONTINUED:

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the _____ day of _____, A.D., 200__

ATTEST:

PRINCIPAL

(Principal) Secretary
(Seal)

Signature

Witness as to Principal

Print/Type Name

Address

Address

ATTEST:

Surety

(Surety) Secretary
(Seal)

Attorney-in-Fact (Signature)

Witness as to Surety

Print/Type Name

Address

Address

Note: Date of Bond must be prior to date of Contract
(1) Correct Name of Contractor; (2) A Corporation, A Partnership or an individual, as case may be; (3) Correct Name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION

SEC. 1 - DEFINITIONS

(a) The Contract Documents shall consist of Advertisement for Bids or Notice to contractors. Instructions to Bidders, Form of Bid or Proposal, the signed Agreement, the General and Special conditions of contract, the Drawings, and the Specifications, including all modifications thereof incorporated in any of the documents before the execution of Agreement.

(b) The Owner, the Contractor and the Engineer/Architect are those named as such in the Agreement. They are treated throughout the contract Documents as if each were of singular number and masculine gender.

(c) Wherever in this contract the word "Engineer"/"Architect" is used it shall be understood as referring to the Engineer/Architect of the Owner, acting personally or through assistants duly authorized in writing by the Engineer/Architect.

(d) Written notice shall be deemed to have been duly served 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 to an authorized representative of such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice, with a copy sent to the central office of the Contractor.

(e) The term "Subcontractor" shall mean anyone (other than the contractor) who furnishes at the site, under an Agreement with the contractor, labor, or labor and materials, or labor and equipment, but shall not include any person who furnishes services of a personal nature.

(f) Work shall mean the furnishing of all labor, materials, equipment, and other incidentals as are required to complete the Contract for the purpose for which it was intended but was not shown on the Drawings or called for in the Specifications, or is desired by the Owner in addition to that work called for in the Drawings and Specifications.

(g) Dispute shall mean lack of agreement between any parties that have any obligations, duties, or responsibilities under the terms of the contract, Drawings, or Specifications.

SEC. 2 - COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the Contract Documents, the Engineer/ Architect will furnish to the Contractor, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the work.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 3 - ORDER OF COMPLETION

The contractor shall submit, at such times as may be reasonably requested by the Engineer/Architect, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

SEC. 4 - OWNER OF DRAWINGS

All drawings, Specifications and copies thereof furnished by the Engineer/ Architect shall not be reused on other work and, with the exception of the signed Contract, sets are to be returned to him on request, at the completion of the work.

SEC. 5 - FAMILIARITY WITH WORK

The Owner shall make known to all prospective bidders, prior to the receipt of bids, all information that he may have as to subsurface conditions in the vicinity of the work, topographical maps, or other information that might assist the bidder in properly evaluating the amount and character of the work that might be required. Such information is given, however, as being the best factual information available to the Owner. The Contractor, by careful examination, shall satisfy himself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters, which can in any way affect the work under this Contract.

SEC. 6 - CHANGED CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Owner in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; or (2) previously unknown physical or other conditions at the site, or an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Engineer/Architect shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; provided that the Engineer/Architect may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Section 39 hereof

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 7 - MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

SEC. 8 - EMPLOYEES:

The Contractor shall at all times enforce strict discipline and good order among his employees and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. Adequate sanitary facilities shall be provided by the Contractor.

SEC. 9 - ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the Owner has notified the Contractor prior to the signing of the contract that the particular process or product is patented or is believed to be patented.

SEC. 10 - SURVEYS

Unless otherwise specified, the Owner shall furnish all land surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work. From the information provided by the Owner, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

SEC. 11 - PERMITS, LICENSES AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Engineer/ Architect in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 12 - PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

The Contractor shall provide and maintain all necessary watchmen, barricades, warning lights and signs and take all necessary precautions for the protection, and safety of the public. He shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this contract. He shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the Owner. He shall adequately protect adjacent private and public property, as provided by law and the Contract Documents.

In an emergency affecting the safety of life, of the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Engineer/Architect, hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall also so act, without appeal, if so authorized or instructed by the Engineer/Architect. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.

SEC. 13 - INSPECTION OF WORK

The Owner shall provide sufficient competent personnel, working under the supervision of a qualified Engineer/Architect, for the inspection of the work while such work is in progress to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the Specifications. Not with standing such inspection, the Contractor will be held responsible for the acceptability of the finished work.

The Engineer/Architect and his representatives shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access, and for inspection.

If the Specifications, the Engineer's/Architect's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer/Architect timely notice of its readiness for inspection, and if the inspected is by an authority other than the Engineer/Architect of the date fixed for such inspection. Inspections by the Engineer/Architect shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Engineer/Architect, it must, if required by the Contractor's expense, unless the Engineer/Architect has unreasonably delayed inspection.

Re-examination of the work may be ordered by the Engineer/Architect, and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 14 - SUPERINTENDENCE

The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor, and all directions given to him shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Contractor shall give efficient superintendence to the work, using his best skill and attention.

SEC. 15 – DISCREPANCIES

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer/Architect, in writing, and the Engineer/Architect shall promptly verify the same. Any work done after such discovery, until authorized will be done at the Contractor's risk.

SEC. 16 - CHANGES IN THE WORK

The Owner may make changes in the Drawings and Specifications of scheduling of the Contract within the general scope at any time by a written order. If such changes add to or deduct from the contractor's cost of the work, the Contract shall be adjusted accordingly.

All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer/Architect shall have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer/Architect, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

The Contractor shall proceed with the work as changed and the value of any such extra work or change shall be determined as provided in the Agreement.

SEC. 17 - EXTENSION OF TIME

Extension of time stipulated in the Contract for completion of the Work will be made when changes in the work occur, as provided in Section 18; when the work is suspended as provided in Section 23; and when the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, his Subcontractors or suppliers, and which were not the result of their fault or negligence.

GENERAL CONDITIONS OF CONTRACT Continued.....

Extension of time for completion shall also be allowed for any delays in the progress of the work caused by any act (except as provided elsewhere in these General Conditions) or neglect of the Owner or of his employees or by other contractors employed by the Owner, or by any delay in the furnishing of Drawings and necessary information by the Engineer/Architect, or by any other cause which in the opinion of the Engineer/Architect entitled the Contractor to an extension of time, including but not restricted to, acts of the public enemy, acts of any government in either its sovereign or any applicable contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, or labor disputes.

The Contractor shall notify the Engineer/Architect promptly of any occurrence or conditions which in the Contractor's opinion entitle him to an extension of time. Such notice shall be in writing and shall be submitted in ample time to permit full investigation and evaluation of the contractor's claim.

The Engineer/Architect shall acknowledge receipt of the Contractor's notice within 5 days of its receipt. Failure to provide such notice shall constitute a waiver by the Contractor of any claim.

SEC. 18 – CLAIMS

If the Contractor claims that any instructions by Drawings or other media issued after the date of the Contract involve extra cost under this Contract, he shall give the Engineer/Architect written notice thereof within 7 days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

SEC. 19 - DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer/Architect deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore, unless the Contractor elects to correct to work.

SEC. 20 - CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials and work condemned by the Engineer/Architect as failing to meet Contract requirements, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

GENERAL CONDITIONS OF CONTRACT Continued.....

If the Contractor does not take action to remove such condemned materials and work within 10 days after written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days' time thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

SEC. 21 - SUSPENSION OF WORK

The Owner may at any time suspend the work, or any part thereof by giving 1 days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor so to do. The Owner may reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of such suspension, eligibility and amount of reimbursement to be determined by the Engineer/Architect.

If the work, or any part thereof, shall be stopped by notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume work at a date within 20 days of the date fixed in the written notice to suspend, then the contractor may abandon that portion of the work so suspended and he will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5% of the value of the work so abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

SEC. 22 - THE OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed as a result of his insolvency, or if he should be guilty of a substantial violation of the Contract, then the Owner, upon the certificate of the Engineer/Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven days' written notice terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer/Architect.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 23 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of more than three months, through no act or fault of the contractor or of anyone employed by him, or if the Engineer/Architect should fail to issue any estimate for payment within seven days after it is due, or if the Owner should fail to pay the Contractor within seven days of its maturity and presentation any sum certified by the Engineer/Architect or awarded by arbitrators, then the Contractor may, upon seven days' written notice to the Owner and the Engineer/Architect, stop work or terminate this Contract and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or material plus reasonable profit and damages.

SEC. 24 - REMOVAL OF EQUIPMENT

In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

SEC. 25 - RESPONSIBILITY FOR WORK

The Contractor assumes full responsibility for the work. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the work (except for any part covered by partial acceptance as set forth in Sec. 28). He agrees to make no claims against the Owner for damages to the work from any cause except negligence or willful acts of the Owner, acts of an Enemy, acts of war or as provided in Sec. 32.

Existing Structure: The Contractor shall, at his own expense immediately make permanent repairs and restore to original condition any and all utility lines, irrigation lines, pipe lines, pavement, or structures that are to remain in place and damaged by the Contractor's equipment or workmen during the performance of work under this contract, or damaged as result of improperly executed work.

Traffic Areas, Driveways, Entrances: All traffic areas, driveways and entrances shall be restored to usable condition at the Contractor's expense as the work progresses. The Contractor shall make every effort to cooperate with the wishes of the individual property owners in providing access to private property along the site of the work.

GENERAL CONDITIONS OF CONTRACT Continued.....

Detours: The Contractor shall do such work as may be necessary to provide and maintain a detour adjacent to all road structures for public travel. The Contractor shall maintain the detours in such condition that the public can travel over same in comfort and safety, and shall at his own expense perform such work as may be required to keep said detours open to the public at all times. The Contractor shall cooperate with the Engineer/Architect in the regulation of traffic and shall so govern his work that when it becomes necessary to suspend construction for a considerable period of time, the roadways will be re-opened to public travel. Materials and equipment shall be stored and the work shall be so conducted as to obstruct public travel as little as possible, and in no case shall there be less than twenty (20) feet in width of unobstructed roadway for the use of traffic. Materials and equipment stored in or near the path of traffic shall be protected with applicable traffic control devices in compliance with the Texas MUTCD.

Traffic Control Devices: When any section of the construction site is closed to traffic, the Contractor shall furnish and maintain at each end of the closed section and at all intersecting streets - roads - construction site within the section, standard barricades, adequate warning signs and directional signs. All lights shall be kept burning from sunset to sunrise. If at any time the barricades are not, in the opinion of the Engineer/Architect, sufficient to prevent traffic from entering the closed portions of the street-road- construction site, the Contractor shall provide and maintain watchmen at such points and for such periods of time as the Engineer/Architect may direct. When directed by the Engineer/Architect, the Contractor shall provide and maintain such standard barricades, signs, lights and flags within the closed portion of the street-road-construction site as may be necessary to protect the work and safeguard local traffic.

No direct compensation except as specifically provided in these specifications will be made to the Contractor for the work and material involved in constructing and maintaining detours and approaches; furnishing, installing and maintaining barricades, danger, warning, and necessary for the proper direction, safety, and convenience of traffic during the Contract period, as this work is to be considered subsidiary to the several items for which unit prices are requested in the proposal.

SEC. 26 - PARTIAL COMPLETION AND ACCEPTANCE

If at any time prior to the issuance of the final certificate referred to in Section 42 hereinafter, any portion of the permanent construction has been satisfactorily completed, and if the Engineer/Architect determines that such portion of the permanent construction is not required for the operations of the Contractor but is needed by the Owner, the Engineer/Architect shall issue to the Contractor a certificate of partial completion, and thereupon or at any time thereafter the Owner may take over and use the portion of the permanent construction described in such certificate, and exclude the Contractor there from. The issuance of a certificate of partial completion shall not be construed to constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if he has failed to complete it in accordance with the terms of this contract.

GENERAL CONDITIONS OF CONTRACT Continued.....

The issuance of such a certificate shall not operate to release the Contractor or his sureties from any obligations under this contract or the performance bond. If any prior use increases the cost of or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Engineer/Architect may determine, unless otherwise provided.

SEC. 27 - PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

The Owner, as a result of subsequently discovered evidence, may withhold or nullify the whole or part of any payment certificate to such extent as may be necessary to protect himself from loss caused by:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
- (c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- (d) Damage to another contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the Owner which will protect the Owner in the amount withheld, payment shall be made for amounts withheld, because of them.

No money may be withheld under (b) and (c) above if a payment bond is included in the Contract.

SEC. 28 - CONTRACTOR'S INSURANCE

The Contractor shall secure and maintain such insurance policies as will protect himself, his Subcontractors, and unless otherwise specified, the OWNER, from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by him self or by any Subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required.

GENERAL CONDITIONS OF CONTRACT Continued.....

- (a) Statutory Worker's Compensation.
- (b) Contractor's Public Liability and Property Damage -

Bodily Injury:

each person	_____	\$ _____
each occurrence	_____	\$ <u>1,000,000</u>

SEE INSTRUCTIONS TO BIDDERS

Property Damage:

each accident	_____	\$ _____
aggregate	_____	\$ <u>1,000,000</u>

SEC. 28 - CONTRACTOR'S INSURANCE Continued

- (c) Automobile Public Liability and Property Damage -

Bodily Injury

each person	_____	\$ <u>300,000</u>
each accident	_____	\$ <u>500,000</u>

SEE INSTRUCTIONS TO BIDDERS

Property Damage

each accident	_____	\$ <u>100,000</u>

All policies shall be for not less than the amounts set forth above or stated in the Special Conditions. Other forms of insurance shall also be provided if called for by the Special Conditions.

Certificates and/or copies of policy of such insurance shall be filed with the Engineer/Architect, and shall be subject to his approval as to adequacy of protection, within the requirements of the Specifications. Said certificates of insurance shall contain a 10 days' written notice of cancellation in favor of the Owner.

SEC. 29 - SURETY BONDS

The Owner shall have the right, prior to the signing of the Contract, to require the Contractor to furnish bond covering the faithful performance of the Contract and the payment of all obligations arising there under, in such form as the Owner may prescribe in the bidding documents and executed by one or more financially responsible sureties. If such bonds are required the premium shall be paid by the Contractor. The Owner may require additional bond if the contract is increased appreciably.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 30 – ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to him or to become due to him hereunder, except to bank or financial institution acceptable to the Owner.

SEC. 31 - RIGHTS OF VARIOUS INTERESTS

Whenever work being done by the Owner's or by other contractor's forces is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer/Architect, to secure the completion of the various portions of the work in general harmony.

SEC. 32 - SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer/Architect any defects in such work that render it unsuitable for such proper execution and results.

SEC. 33 - SUBCONTRACTS

The Contractor shall, as soon as practical after signing of the Contract, notify the Engineer/Architect in writing of the names of Subcontractors proposed for the work.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

SEC. 34 - ENGINEER'S/ARCHITECT'S STATUS

The Engineer/Architect shall perform technical inspection of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. He shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 35 - ENGINEER'S/ARCHITECT'S DECISIONS

The Engineer/Architect shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

SEC. 36 - LAND FOR WORK

The Contractor shall provide as indicated on Drawings No. --N/A and not later than the date when needed by the Contractor the lands upon which the work under this Contract is to be done, right-of-ways for access to same, and such other lands which are designated on the Drawings for the use of the Contractor. Such lands and right-of-ways shall be adequate for the performance of the Contract. Any delay in the furnishing of these lands by the Owner shall be deemed proper cause for an equitable adjustment in both Contract price and time of completion.

SEC. 37 - LAND FOR WORK Continued.....

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that may be required for temporary construction facilities, or for storage of material.

SEC. 38 - CLEANING UP

The Contractor shall remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste, materials in accordance with permission of such disposal granted to the Contractor by the Owner thereof.

SEC. 39 - ACCEPTANCE AND FINAL PAYMENT

(a) Upon receipt of written notice that the work is substantially completed or ready for final inspection and acceptance, the Engineer/Architect will promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed or substantially completed he shall promptly issue a certificate, over his own signature, stating that the work required by this Contract has been completed or substantially completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, less a retention based on the Engineer's/Architect's estimate of the fair value of the claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work, is due and payable.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 39 - ACCEPTANCE AND FINAL PAYMENT

The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed in accordance with the Contract Documents as modified by any change orders agreed to by the parties so that the Owner can occupy the project for the use for which it was intended.

- (b) Before issuance of final payment, the Contractor, if required in the Special Conditions, shall certify in writing to the Engineer/Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid, or otherwise satisfied, except that in case of disputed indebtedness or liens, if the Contract does not include a payment of all such disputed amounts, including all related costs and interest in connection with said disputed indebtedness or lien which the Owner may be compelled to pay upon adjudication.
- (c) The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing within a one year guarantee period from date of acceptance, from the requirements of the Drawings and Specifications, or from the manufacturer's guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
- (d) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor's and the Engineer/Architect so certifies, the Owner shall, upon certificate of the Engineer/Architect, and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- (e) If the Owner fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of 6 per cent annum commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 40 - GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion.

The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system or other work resulting from such defects.

The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

SEC. 41 - SHOP DRAWINGS

The approval of (shop) drawings by the Engineer/Architect shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the contractor of the responsibility for any error which may exist as the contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.

SEC. 42 - TESTING

All testing authorized by the Engineer/Architect that meets specification requirements will be paid for by the Owner; however, tests on materials that fail will be billed to and paid for by the Contractor.

SEC. 43 - PAYMENT SCHEDULE

Contractor to submit to the County, Certificate for Payment on or before the 1st of the month. County to reciprocate with payment on or before the 30th of the same month.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 44 - RETAINAGE

Contracts equaling a total amount of \$400,000.00 or over will bear a retainage of five (5) percent (%) on each partial disbursement. Contracts totaling less than \$400,000.00 will bear a retainage of ten (10) percent (%) on each partial disbursement.

SEC. 45 - OVERTIME

Time and one half will be paid for all hours worked in excess of forty (40) hours in one workweek.

SEC. 46 - INDEMNITY AND HOLD HARMLESS AGREEMENT

The CONTRACTOR will indemnify and hold harmless the owner and the Engineer/Architect and their agents and employees from any and all claims, damages, losses and expenses, including attorneys fees such attorneys fees shall include the duty to defend, arising out of or resulting from the performance of the WORK, and provided that any such claims, damage, loss or expenses attributable to bodily injury, sickness, death or to any injury to destruction of tangible property, including the loss of use resulting therefrom, is caused in whole or in part by any negligent or willful act or admission of the CONTRACTOR, SUBCONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, and specifically this indemnification shall extend to any negligent act or admission of owner or owner's agents or employees relating thereto.

*** * * END OF SECTION * * ***

SPECIAL ITEM - PRICE OF MATERIALS AND STATE SALES TAX

In accordance with the Limited Sales Excise and Use Tax Act, Chapter 20, Title 122a, Taxation-General, R.C.S. Texas 1925 and amendment's thereto, all tangible personal property used in public works projects by any county, city, special district, or any other political subdivision of the State is exempt from State and City sales tax where applicable. However, in order to be entitled to this exemption, the contractor's bid as well as the contract between the owner and contractor must segregate and tangible personal property to be included in the project and to be included in the bid price. The amount to be filled in has reference to all of such materials and other tangible property actually incorporated into the final result of the work covered by the contract, all in accordance with the above law.

Tangible personal property means personal property which may be seen, weighed, measured, felt, or touched, or which is in any other manner perceptible to the senses.

After the award of the contract, the owner will upon written request from the contractor furnish the contractor with an exemption certificate from the Texas Limited Sales excise and Use Tax Act, including the local sales and use Tax Act in an amount not exceeding the bid price and the contract price for materials and other tangible personal property. Such written request must contain a statement to the effect that such materials or property have been or will be utilized in the performance of the contract to the full extent of the amount for which a Certificate of Exception is requested. The following forms are suggested for the contractor's request for Certificate of Exemption and the Exemption Certificate:

EXEMPTION CERTIFICATE

TEXAS LIMITED SALES, USE, AND EXCISE TAX

TO: County of Hidalgo

DATE: _____

RE: Hidalgo County "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) At 201-217 N. Closner, Edinburg, Texas"

The undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 122a Revised Civil Statute of Texas, for the purchase of the tangible personal property described below or on the attached statement, which is made a part hereof and which will be used in connection with the subject contract between the undersigned and _____

Contractor for the following project:

Hidalgo County "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) At 201-217 N. Closner, Edinburg, Texas"

The reason that the undersigned is claiming this exemption is that said materials and tangible personal property are to be purchased and will be used in a manner and for a purpose exempt by the terms of said Act from the payment of tax in that the owner is a county, city, special district, or other political subdivision of the State of Texas, and that such materials and property will be used exclusively in the construction of a public facility by the owner.

The purchaser will be liable for payment of the limited sales and use tax if the purchaser uses the tangible personal property in some manner or for some other use than listed above and shall pay the tax based on the price paid for the tangible personal property.

The description of said property and the amount to be paid therefore are as follows:

(If there is not sufficient space to describe said property, use a separate attachment).

Owner

REQUEST BY CONTRACTOR FOR CERTIFICATE OF
EXEMPTION FROM TEXAS LIMITED SALES, EXCISE
AND USE TAX

Date:_____

To: County of Hidalgo

Re: Hidalgo County "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) At 201-217 N. Closner,Edinburg, Texas"

The undersigned contractor hereby requests a Certificate of Exemption from payment of taxes under Chapter 20, Title 122a, Revised Civil Statutes of Texas, in the amount of \$_____, which is an amount not exceeding the contract price of all materials and other tangible personal property to be furnished in connection with the subject project.

The undersigned hereby represent that such materials and property have been or will be utilized in the performance of the contract to the contract to the full extent of the amount for which such Certificate of Exemption is requested.

Contractor

GENERAL CONSTRUCTION AND SPECIFICATIONS

INTENT OF PLANS AND SPECIFICATIONS:

The intent of the plans and specifications is to prescribe a complete work or improvement which the Contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The Contractor shall do all work as provided in the plans, specifications, special provisions, proposal and contract and shall do such additional work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The Contractor shall furnish all labor, tools, materials, machinery, equipment and incidentals necessary to the prosecution of the work.

FINAL CLEAN-UP:

Upon the completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer/Architect. Grounds around any structure shall be dressed to final grade as shown on plans.

EXISTING STRUCTURES:

The plans show the locations of all known surface and sub-surface structures. However, the exact location of gas mains, water mains, conduits, sewers, etc., is unknown and the Owner assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact location. It is mutually agreed that such failure will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as necessitates, or requires the building of special work, provision for which is not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

COORDINATION OF PROJECT:

The plans, these specifications, the proposal, special provisions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over specifications; special provisions shall govern over both general and standard specifications; and plans and quantities shown on the plans shall govern over those shown in the proposal. The Contractor shall not take advantage of any apparent error or omission in the plans and specifications and the Engineer/ Architect shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. In the event the Contractor discovers an apparent error or discrepancy, he shall immediately call this to the attention of the Engineer/Architect.

GENERAL CONSTRUCTION AND SPECIFICATIONS Continued

COOPERATION OF CONTRACTOR

The Contractor shall give to the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the Engineer/ Architect, his inspectors, and with other contractors in every way possible.

WAGES:

All employees directly employed on the work shall be paid the prevailing wage scale for work of a similar character in this locality. Minimum wage scale is also included in these specifications.

MATERIALS - GENERAL:

The materials shall be the best procurable, as required by the plans, specifications and special provisions. The Contractor shall not start delivery of materials until the Engineer/Architect has approved the source of supply. Only materials conforming to these specifications shall be used in the work and such materials shall be used only after approval has been given by the Engineer/Architect and only so long as the quality of said materials remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources, if for any reason the product from any source at any time before commencement or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated with dirt or any other foreign substances during its delivery and handling will not be permitted to be used in the work.

MATERIAL STORAGE:

Any and all materials, such as cement, lime, mill work, or other materials or equipment subject to deterioration by exposure to weather or other factors, shall be stored in such a manner to protect them from deterioration or damage preceding the time they become a permanent part of final structures.

"OR EQUAL" CLAUSE:

Whenever a material, or article required is specified or shown on the plans by using the name of the proprietary product, or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function, and only after written approval by the Engineer/Architect.

CONSTRUCTION JOINTS:

Construction joints are to be kept to a minimum number, but when necessary they shall be designated in the plans or upon the approval of the Engineer/Architect. When pouring is stopped, dowels and 6-inch dumbbell Servicized polyvinyl plastic waterstops are to be inserted. Construction joints in walls shall be horizontal, unless otherwise allowed by the Engineer/Architect.

GENERAL CONSTRUCTION AND SPECIFICATIONS Continued

WALL AND FLOOR OPENINGS:

Openings may be left in walls and floors while forms are being built, so that piping or wall sleeves may later be inserted in the openings when piping is put in place. Provision shall be made in these openings for concreting the piping and thimbles securely in place so that watertight joints will be secured.

All wall and floor openings are to be closed by general Contractor regardless of whether piping or fittings are furnished or installed by others.

PAINTING:

All exposed metal surfaces of every nature, such as pumps, piping, general equipment, window frames, valves, fittings, gratings, etc., shall receive one rust inhibitive primer coat followed by two coats of machinery enamel. Colors for enamel finish coats to be selected by Owner or Engineer/Architect.

All wood surfaces are to receive one primer coat and two coats of first grade outside oil paint. Colors to be selected by Owner or Engineer/ Architect.

Any specific structure, or portions of structure, which provides for occupancy or use by operations, or houses general equipment or supplies; whether structure is masonry or concrete; shall be painted inside and outside as directed by Engineer/Architect. An alkali resisting primer coat shall be first applied followed by two coats of first class oil paint especially prepared for concrete or masonry surfaces. Any questions regarding foregoing shall be clarified to his satisfaction by bidding Contractor before submitting a bid on project. Colors to be selected by Owner or Engineer/Architect.

HARDWARE:

All hardware must be strictly standard first grade, Contractor's choice, and approved by Engineer/Architect.

TELEPHONE CABLES:

Contractor shall notify Southwestern Bell Telephone Co. 24 hours in advance of work in the vicinity of buried telephone cables. No work shall be performed in vicinity of cable except in presence of telephone company representatives.

GAS LINES:

Contractor shall notify Rio Grande Valley Gas Co. 24 hours in advance of work in the vicinity of gas distribution lines and the proper transmission company in the case of transmission gas lines.

GENERAL CONSTRUCTION AND SPECIFICATIONS Continued..

RAILROAD CROSSINGS:

Construction methods and materials for railroad crossings shall be in strict compliance with railroad company requirements. No work shall be started on railroad crossings until properly coordinated with the roadmaster 48 hours prior to beginning work.

CANAL CROSSINGS:

Construction methods and materials for canal crossings shall be in strict compliance with water district requirements. No work shall be started on canal right-of-ways until properly coordinated with the water district.

WAGE DETERMINATION

GENERAL DECISION: **TX20070029** 02/09/2007 TX29

Date: February 9, 2007

General Decision Number: **TX20070029** 02/09/2007

Superseded General Decision Number: TX020030029

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

Heavy (excluding tunnels and dams) and Highway Construction Projects (does not include building structures in rest area projects). *NOT TO BE USED FOR HEAVY PROJECTS in Nueces and San Patricio Counties.

Modification Number	Publication Date
0	02/09/2007

* SUTX2005-004 01/05/2005

	Rates	Fringes
Asphalt Distributor Operator...	\$ 9.57	0.00
Asphalt paving machine operator	\$ 9.73	0.00
Asphalt Raker.....	\$ 7.50	0.00
Asphalt Shoveler.....	\$ 9.35	0.00
Broom or Sweeper Operator.....	\$ 7.55	0.00
Bulldozer operator.....	\$ 9.28	0.00
Carpenter.....	\$ 10.20	0.00
Concrete Finisher, Paving.....	\$ 10.73	0.00
Concrete Finisher, Structures..	\$ 9.59	0.00
Concrete Rubber.....	\$ 9.87	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator.....	\$ 10.83	0.00
Flagger.....	\$ 7.40	0.00
Form Builder/Form Setter, Structures.....	\$ 9.16	0.00
Form Setter, Paving & Curb.....	\$ 10.50	0.00
Foundation Drill Operator, Truck Mounted.....	\$ 12.50	0.00
Front End Loader Operator.....	\$ 8.61	0.00
Laborer, common.....	\$ 7.69	0.00
Laborer, Utility.....	\$ 9.05	0.00
Mechanic.....	\$ 10.81	0.00
Motor Grader Operator, Fine Grade.....	\$ 11.91	0.00
Motor Grader Operator, Rough...	\$ 11.27	0.00
Pipelayer.....	\$ 8.44	0.00
Reinforcing Steel Setter.....	\$ 10.44	0.00
Roller Operator, Pneumatic, Self-Propelled.....	\$ 7.16	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping.....	\$ 7.17	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement.....	\$ 8.00	0.00
Scraper Operator.....	\$ 8.61	0.00
Servicer.....	\$ 8.81	0.00

Tractor operator, Pneumatic....\$	8.50	0.00
Traveling Mixer Operator.....\$	8.30	0.00
Truck driver, lowboy-Float.....\$	10.82	0.00
Truck driver, Single Axle, Heavy.....\$	9.43	0.00
Truck driver, Single Axle, Light.....\$	9.19	0.00
Truck Driver, Tandem Axle, Semi-Trailer.....\$	8.01	0.00
Welder.....\$	10.31	0.00
Work Zone Barricade Servicer...\$	8.40	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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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)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

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.

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END OF GENERAL DECISION

Technical Specifications

1. Concrete Gutter/Valley Gutter
2. Cast in Place Concrete
3. Concrete Pipe
4. Curb and Gutter
5. Driveway Repair
6. Structures, Manholes, Catch Basins, Inlets and Inspection Holes, Headwalls and Miscellaneous Structures.

Concrete Gutter/Valley Gutter

1.1. Description:

Concrete Gutter shall consist of Portland Cement combined concrete gutter with or without reinforcing steel as required, constructed on an approved subgrade or foundation material in accordance with these specifications, in conformity with the lines and grades established by the Engineer and details shown on the plans. Item 529 of the TxDOT Standard Specifications 1995 shall apply.

2.1. Materials:

The materials shall conform to section 529.2 of the TxDOT Standard Specifications 1995.

3.1. Construction Methods:

The construction methods shall conform to section 529.3 of the TxDOT Standard Specifications 1995.

4.1. Measurement:

Concrete gutter will be measured by the linear foot, complete, in place.

5.1. Payment:

Payment shall be in conformance with section 529.5 of the TxDOT Standard Specifications 1995.

End of Section

Cast-In-Place Concrete

Part I. General:

- a. Cast-in-place concrete floors and foundations.
- b. Floors and slabs on grade.
- c. Control, and expansion and contraction joint devices associated with concrete work, including joint sealants.
- d. Reinforcing steel bars, wire fabric and accessories.

Part 2. Products:

A. Concrete Materials/Reinforcing Steel:

1. Cement: ASTM C150, Type I - Normal and Type IA - Air Entraining.
2. Fine and Coarse Aggregates: ASTM C33.
3. Water: Clean and not detrimental to concrete.
4. Reinforcing Steel: ASTM A615, 60 ksi yield grade and welded steel fabric: ASTM A185 Plain Type, Plain finish.

B. Accessory Materials:

1. Bonding Agent: Polyvinyl Acetate.
2. Tie Wire: Minimum 16 gage annealed type.
3. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.
4. Vapor Barrier: 6 mil thick fabric reinforced plastic film, type recommended for below grade application.

C.

Joint Devices

and Filler Materials

- a. Joint Filler: ASTM D1751; Asphalt impregnated fiberboard or felt, 1/2 inch thick.
- b. Construct Joint Devices: Integral galvanized steel formed to tongue and groove profile, knockout holes spaced at 6 inches. ribbed steel spikes with tongue to fit top screed edge.
- c. Sealant and Primer: Type as specified in ASTM 1997 Specifications.

Part 3. Concrete Mix

- a. Mix and deliver concrete in accordance with ASTM C94.
- b. Select proportions for normal weight concrete in accordance with ACI 301 Method 1.
- c. Provide Concrete to the following criteria:
 1. Compressive Strength (7 days): 2000 psi.
 2. Compressive Strength (28 days): 3000 psi.
 3. Slump: 1 to 4 inches.
 4. Minimum Cement Ratio: 5 sacks/yd.
- d. Use accelerating admixtures in cold weather only when approved by Engineer. Use of admixtures will not relax cold weather placement requirements.
- e. Use of calcium chloride is prohibited.
- f. Use set retarding admixtures during hot weather only when approved by Engineer.
- g. Add air entraining agent to normal weight concrete mix for work exposed to exterior.

Part 4. Examination

- a. Verify requirements for concrete cover over reinforcement.
- b. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

Part 5. Placing Concrete

- a. Place concrete in accordance with ACI 301.
- b. Notify Engineer minimum of 24 hours prior to commencement of operations.
- c. Ensure reinforcement, inserts, embedded parts, formed joint fillers, joint devices and other are not disturbed during concrete placement.
- d. Install vapor barrier under interior slabs on grade. Lap joints minimum 6 inches and seal watertight by taping edges and ends.
- e. Repair vapor barrier damaged during placement of concrete reinforcing. Repair with vapor barrier material, lap over damaged areas minimum 6 inches and seal watertight.
- f. Extend joint filler, where shown on the drawings, from bottom of slab to within 1/4 inch of finished slab surface.
- g. Install joint devices in accordance with manufacturer's instructions.
- h. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- i. Place concrete continuously between predetermined expansion control, and construction joints.
- j. Do not interrupt successive placement; do not permit cold joint to occur.
- k. Place floor slabs in checkerboard pattern indicated.
- l. Screed floors and slabs on grade level, maintaining surface flatness of maximum 1/4 inch in 10 feet.

Part 6. Concrete Finishing

- a. Provide formed concrete surfaces to be left exposed with smooth rubbed finish.
- b. Finish concrete floor surfaces in accordance with ACI 301.
- c. Steel trowel surfaces which are scheduled to be exposed.
- d. In areas with floor drains maintain floor elevation at edges; pitch surfaces uniformly to drain at 1/4 inch per foot nominal.

Part 7. Curing and Protection

- a. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- b. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- c. Cure floor surfaces in accordance with ACI 308.
- d. Ponding: Maintain 100 percent coverage of water over floor slab areas continuously for 7 days. Pond cure all slabs in water retaining structures.

Part 8. Field Quality Control

- a. Field testing will be performed in accordance with ACI 301.
- b. Provide free access to work and cooperate with appointed firm.
- c. Submit proposed mix design of each class of concrete for review prior to commencement of work..
- d. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
- e. Three concrete test cylinders will be taken every 75 or less cubic yards of each class of concrete placed.

- f. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.
- g. One slump test will be taken for each set of test cylinders taken.

Part 9. Patching

- a. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- b. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- c. Patch imperfections as directed.

Part 10. Defective Concrete

- a. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- b. Repair or replacement of defective concrete will be determined by the Engineer.
- c. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

End of Section

Concrete Pipe

1.1. Description:

This item shall consist of concrete pipe of the types, classes, sizes and dimensions required on the plans, furnished and installed at such places as are designated on the plans and profiles, or by the Engineer in accordance with these specifications and in conformity with the lines and grades on the plans or as directed by the Engineer.

2.1. Materials:

1. **General:** The pipe shall be of the type, size and class called for on the plans or in the proposal, and shall be in accordance with the following appropriate requirements. When the plans or proposal permit a choice of pipe, the Contractor shall indicate in the bid the type of pipe proposed to be furnished.
2. **Non-Reinforced Concrete Pipe:** Non-Reinforced concrete pipe shall conform to the requirements of ASTM Specification C412; C14 or C118.
3. **Reinforced Concrete Pipe:** Reinforced concrete pipe shall conform to ASTM Specification C76.
4. **Mortar:** Mortar for pipe joints and connections to other structures shall be composed of one part by volume of Portland Cement and two parts of mortar sand. The Portland Cement shall conform to the requirements of ASTM Specifications C-150, type 1, the sand shall conform to the requirements of AASHTO Specification M-45. Hydrated lime may be added to the mixture of sand and cement in the amount equal to 15% of the weight of cement used.
5. **Rubber Joint Pipe:** Rubber joint pipe shall be of the bell and spigot type with the adjacent surfaces of the bell and spigot parallel to the axis of the pipe. The dimensions within a tolerance of 1/32 inch plus or minus. The annular space shall be properly designed to compress the rubber gasket to form a watertight seal when the joints are forced together.
6. **Rubber Gasket:** The rubber gasket shall be a round rubber ring seated in a shallow groove provided in the spigot to hold the ring in place.

3.1. Construction Methods:

1. **Equipment:** All equipment necessary, and required for the proper construction of pipe lines shall be on the project in first class working condition approved by the Engineer before construction is permitted to start. The Contractor shall provide hoisting equipment to handle the pipe in unloading and placing it in its final position without damage to the pipe.

The Contractor shall provide for such hand tampers and pneumatic tampers to obtain the compaction of the pipe bed and the backfill as specified.

2. **Excavation:** The Contractor shall do all excavation to the depth shown on the plans. Excavated material not required or not acceptable for backfill shall be disposed of by the Contractor as directed by the Engineer. Excavation shall not be carried below the required depth; when this is done the trench shall be backfilled at the Contractor's expense with sand or other granular material approved by the Engineer and adequately compacted so as to provide a stable foundation for the pipe.

When so directed by the Engineer, unstable soil shall be removed for the full width of the trench and replaced with sand or other approved granular material and shaped to form the bed for the pipe.

The depth of cut shown on the plans is to the invert of the pipe line.

The trench shall be excavated accurately to the established line and grade and the bed for the pipe shaped so that at least the lower 1/4 of the pipe shall be in continuous contact with the bottom of the trench.

Spaces for pipe bell shall be accurately excavated to size so that the barrel supports the entire weight of the pipe.

The Contractor shall do such trench bracing, sheathing, or shoring necessary to perform and protect the excavation, also as required for safety and to conform to governing laws.

The cost of bracing, sheathing and shoring and the removal of same shall be included in the price bid for pipe.

3. **Cradles and Casting:** When the Engineer finds the bottom of the trench to be an insufficient foundation for the pipe, he shall determine the location and dimensions of the necessary cradles to properly support the pipe. The design details for the cradles shall be shown on the plans.
4. **Laying and Installing Pipe:** The Contractor shall provide the necessary mason's lines and supports to insure installation of the pipe to line and grade, as staked by the Engineer. The Contractor's facilities for lowering the pipe into the trench shall be such that neither the pipe nor the trench will be damaged or disturbed.

The Engineer shall inspect all pipe before it is laid, and reject any section that is damaged by handling or is found to be defective to a degree which will materially affect the function and service of the pipe.

The laying of the pipe in the finished trench shall be started at the lowest point and laid upgrade. When bell and spigot pipe is used the bell shall be laid upgrade. If tongue and groove pipe is used, the groove end shall be laid upgrade.

The pipe shall be firmly and accurately set to line and grade so that the invert will be smooth and uniform. The pipe shall be protected from water during placing and until the mortar in the joints has thoroughly set.

When placing concrete pipe constructed with elliptical reinforcing, the pipe shall be oriented in accordance with the manufacturer's markings of top or bottom.

The upgrade end of pipe lines not terminating in a structure shall be plugged with a cap or plug approved by the Engineer.

Pipe which is not true in alignment, or which shows any settlement after laying, shall be taken up and re-laid with extra compensation.

5. **Pipe Joints:** Mortar joints shall be made as follows.

All pipe shall be carefully laid, bell or groove and upgrade, spigot or tongue and fully entered into the adjacent hub, with the inner surface of the abutting pipes flush and even and true to lines and grades given.

The joints of the concrete pipe shall be caulked and filled with specified mortar. Joints of concrete pipe shall be thoroughly wet before making the joint. The lower portion of the bell or groove of the pipe in place and the upper portion of the spigot or tongue of the succeeding pipe shall be filled with mortar so

that when the spigot or tongue end is fully entered into the hub end, the mortar will be squeezed evenly into the joint. After the pipe is laid, mortar shall be added as required to completely fill the joint inside and out, wiped and finished smooth with the surface of the pipe. Particular care shall be taken that the joint inside is smooth and flush with the inside surface of the pipe. After the initial set, the mortar on the outside shall be protected from the air and sun with a cover of thoroughly wetted earth or burlap, or sheet plastic. Joints for irrigation pipe lines shall be banded on the outside.

Rubber joints shall be made as follows:

Round rubber ring gaskets shall be installed by forcing the spigot of each pipe section (with gasket in place) into the bell of the previously laid pipe with an approved pulling device that will force the sections together smoothly so that the gasket is properly seated and compressed. The bell spigot shall be lubricated with flax soap lubricant before the sections are forced together.

It shall be the prime requirement that the completed line have watertight joints throughout.

The method of pulling the joints together shall be such as to avoid disturbing the previously laid sections of pipe, or allowing the rubber gasket to loose compression.

6. **Open Joints:** Open joints for underdrains or subdrains shall be made by butting pipes tightly together without mortar. The top three-fourths of the joint shall be protected by covering with mortar or roofing felt or as specified by the plans.
7. **Backfilling:** All trenches and excavations shall be backfilled in a reasonable time after the pipes are installed therein unless other protection of the pipe is directed by the Engineer. Backfill material shall be approved by the Engineer. Backfill material containing stones or rocks exceeding three (3) inches in diameter shall not be used adjacent to the pipe or until the fill over the top of the pipe exceeds one (1) foot. Backfill material containing rocks three (3) inches in diameter or larger shall not be used in trenches under paved areas. Special care shall be used to obtain thorough compaction under the haunches and along the sides to the top of the pipe.

The backfill shall be placed by hand in loose layers not to exceed six (6) inches in depth under and around the pipe and thoroughly compacted to the density of the surrounding earth until a cover of not less than twelve (12) inches over the pipe is attained. The remainder of the backfill may be placed by machine or other approved methods as follows.

8. **Under Paved Areas and Driveways:** The backfill shall be placed in loose layers not exceeding six (6) inches in depth and compacted to the density of the surrounding earth or in any case, not less than 90% density as determined by AASHTO Test Method T-99 up to a point nine (9) inches below subgrade surface.

The top nine (9) inches of subgrade shall be compacted to 95% density.

9. **In Unpaved Areas:** Backfill shall be placed in layers and controlled moisture added when so directed and shall be compacted to that density which will prevent caving of trench walls and will prevent excessive settling of backfill. Backfill shall be shaped nearly in a mound over the immediate area of the trench to a height six (6) inches above normal ground so that when completely settled, the area of the trench will be level with normal ground. Where trenches are adjacent to curbs, pavement, walks or other structures, care shall be taken to obtain that compaction necessary to prevent cave-ins and subsequent damage to said curbs and structures.

Tamping or flooding will be permitted in unpaved areas unless otherwise directed by the Engineer.

10.**Connections:** Where the plans call for connections to existing or proposed structures, these connections shall be watertight and so made that a smooth uniform flow line will be obtained throughout the drainage system.

11.**Cleaning and Restoration of Site:** After the backfill is completed, the Contractor shall immediately dispose of all surplus material dirt and rubbish from the site. The Contractor shall restore all disturbed areas to their original condition.

After all work is completed, the Contractor shall remove all tools and other equipment used by him, leaving the entire site free, clear and in good condition.

Performance of work described in this section shall not be paid for directly, but shall be considered as a subsidiary obligation of the Contractor, covered under contract unit price for pipe.

12.**Inspection:** Prior to final approval of the pipe line the Engineer, accompanied by the Contractor's representative, shall make a thorough inspection, by an appropriate method, of the entire installation. Any indication of defects in material or workmanship or obstruction to flow in the pipe shall be further investigated and corrected as necessary. Defects due to the Contractor's negligence shall be corrected by the Contractor without additional compensation, and as directed by the Engineer.

4.1. Method of Measurement:

The footage of pipe to be paid for shall be the number of linear feet of pipe in place to the depth specified, completed and approved, measured along the centerline of the pipe from end or inside face of structure, to end or inside face of structure, whichever is applicable. Depth shall be measured from the ground surface to the invert of the pipe. The several classes, types, and sizes shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe line being measured.

The volume of concrete for pipe cradles to be paid for shall be the number of cubic yards of concrete complete in place and accepted, determined from the dimensions shown on the plans, or as directed by the Engineer.

5.1. Method of Payment:

The footage of pipe, measured as provided under "Method of Measurement" shall be paid for at the contract unit price per linear foot for "Concrete Pipe" of several classes, types, sizes and depths, which price and payment shall constitute full compensation for furnishing, hauling and installing the pipe for common excavation; for backfill and compaction; for jointing; for connections to structures; and for all material, labor, equipment, tools and incidentals necessary to complete the pipe as shown on the plans, but shall not constitute payment for manholes, catch basins, inlets, cradles, inspection holes, or headwalls, the payment for which is provided for as separate items.

The cubic yards of concrete determined as provided under "Method of Measurement" shall be paid for at the contract unit price per cubic yard for "Concrete for Pipe Cradles", which price and payment shall constitute full compensation for concrete in-place including reinforcing when shown on the plans.

End of Section

Curb and Gutter

1.1. Description:

“Concrete Curb and Gutter” shall consist of Portland Cement combined concrete curb and gutter with or without reinforcing steel as required, constructed on an approved subgrade or foundation material in accordance with these specifications, in conformity with the lines and grades established by the Engineer and details shown on the plans. Item 529 of the TxDOT Standard Specification 1995 shall apply.

2.1. Materials:

The materials shall conform to section 529.2 of the TxDOT Standard Specifications 1995

3.1. Construction Methods:

The construction methods shall conform to section 529.3 of the TxDOT Standard Specifications 1995.

4.1. Measurement:

Concrete curb and gutter will be measured by the linear foot, complete, in place.

5.1. Payment:

Payment shall be in conformance with section 529.5 of the TxDOT Standard Specifications 1995.

End of Section

Specifications for Driveway Repairs

1.1. Description:

This item shall govern for driveways, with or without reinforcing steel, composed of portland cement concrete constructed on approved subgrade, foundation material or finished surface in accordance with the lines and grades established by the engineer and in conformance with details shown on the plans.

1.2. Materials:

Concrete shall be class “a” concrete meeting the requirement of the item “concrete for structures” or concrete as specified in the items of “concrete pavement” in TxDot 1982 specification.

Reinforcing steel, if required shall conform to the requirements of the item “reinforcing steel”.

1.3. Construction Methods:

The subgrade foundation, or pavement surface shall be shaped to lines, grades, and cross sections, hand tamped and sprinkled. If dry, the subgrade or foundation material shall be sprinkled lightly immediately before concrete is deposited thereon.

Outside forms shall be of wood or metal, of a section satisfactory to the engineer, straight, free of warp and of a depth equal to the depth required. They shall be securely staked to line and grade, and maintained in a true position during the depositing of concrete.

The reinforcing steel, if required, shall be placed in position as required by the plans. Care shall be exercised to keep all steel in its proper location.

After the concrete has been struck off and after it has become sufficiently set, the exposed surfaces shall be thoroughly worked with a wooden float.

Where driveway abuts a curb or retaining wall, approved expansion material shall be placed along their entire length. Similar expansion material shall be placed around all obstruction protruding through driveways.

End of Section

Structures, Manholes, Catch Basins, Inlets and Inspection Holes, Headwalls & Miscellaneous Structures

1.1Description:

This item shall consist of manholes, catch basins, inlets, inspection holes, and miscellaneous drainage structures constructed of such materials and in accordance with these specifications at the locations and in conformity with the line, grade, and dimensions shown on the plans, or as required by the Engineer. These structures shall include the furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans. The structures shall provide for the collection of surface water with the exception of manholes and inspection holes which may be designed with closed covers.

2.1Materials:

- a. Brick: The brick shall be grade MA brick as set out in A.A.S.H.T.O. Specification M-91.
- b. Mortar: The mortar for brick masonry and similar work shall be composed of one part of Portland Cement and two parts of mortar sand by volume. The Portland Cement shall conform to the requirements of A.A.S.H.T.O. Specification M-85, Type II. The sand shall conform to the requirements of A.A.S.H.T.O. Specification M-45. The water shall be clean and free from injurious amount of sewage, oils, acid, strong alkalis, or vegetable matter.
- c. Concrete: Plain and reinforced concrete used in structures, connections of pipes with structures, support of structures or frame, shall conform to the requirements for concrete as set out in "Structural Portland Cement Concrete".
- d. Frame, Cover and Grate Castings: The castings shall conform to one of the following requirements:
 - Gray iron castings shall meet not less than minimum A.A.S.H.T.O. Specification M-105.
 - Malleable iron castings shall meet the requirements of A.A.S.H.T.O. Specifications.
 - Steel castings shall meet the requirements of A.A.S.H.T.O. Specification M-103.
 - All castings shall be true to form and dimensions, and shall be free from inclusions of foreign material, casting faults, injurious blow holes, cracks, sponginess, and other defects rendering them unsuitable.
 - All castings shall conform to requirements as to type, size, dimensions and strength as specified on the plans.

The finished frame cover or grate shall have the bearing surfaces machined or ground so that there are no variations that will permit rocking or rattling, and the diameter of the cover or grate shall be such as to fit the frame without wedging.

- e. Steel Grates and Frames: Steel for grates and frames shall conform to the requirements for structural steel of A.S.T.M. Designation A-36, A-283, A-663, and A-675 and shall be fabricated to the dimensions and spacings shown on the plans. After fabrication the grates and frames shall be galvanized to meet the requirements of A.A.S.H.T.O. Specification M-111 or A.S.T.M. Designation A-123.

Grates shall be designed to support the loadings specified.

Each grate and frame unit shall be provided with fastening units to prevent it from being dislodged by traffic but which will allow for easy removal for access to the structure.

3.1 Construction Methods:

a. Unclassified Excavation:

1. The Contractor shall do all excavation for structures and structure footings to the lines and grades or elevations, as shown on the plans or as staked by the Engineer. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximate only; and the Engineer may order in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation.
2. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the Engineer. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation, and excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.
3. The Contractor shall do all bracing, sheathing or shoring necessary to perform and protect the excavation and the structure; also, as required for safety or to conform to government laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.
4. Unless otherwise provided, bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in such a manner as not to disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.
5. After each excavation is completed, the Contractor shall notify the Engineer to that effect; and concrete or reinforcing steel shall be placed after the Engineer has approved the depth of the excavation and the character of the foundation material.

b. Brick Structures:

1. Foundations: The foundation for all brick structures shall be placed after the foundation excavations is completed and accepted. The foundation shall be built to the correct elevation, in accordance with the plans and shall be finished to cause the least resistance to flow.
2. Laying Brick: All brick shall be thoroughly clean; the bed which is to receive the brick shall be thoroughly cleaned and wetted with water before place mortar thereon.

All brick shall be laid in freshly made mortar composed of one part by volume Portland Cement and two parts by volume of sand with the possible addition of hydrated lime in an amount not to exceed fifteen (15) percent by volume of the cement used. The brick shall be laid in courses using the shoved-joint method so as to thoroughly bond them into the mortar and always with the joints completely filled with mortar. The brick shall be laid in a workmanship manner, and true to the

lines and grades indicated on the plans.

The arrangement of headers and stretchers shall be such as will thoroughly bond the masonry; and unless otherwise indicated, brick masonry shall be of alternate headers and stretchers with consecutive breaking joints. The courses shall be laid continuously with joints broken or alternating evenly with the joints in the preceding courses. The joints shall not be less than one-fourth ($1/4$) inch nor not more than one-half ($1/2$) inch in thickness. Face joints shall be neatly struck, using the weather joint. All shall be finished properly as the laying of brick progresses.

No spalls or bats shall be used except in shaping around irregular openings or connections or when unavoidable to finish out a course, in which case a full brick shall be used at the corner and the bat in the interior of the course.

In case any brick is moved, or a joint broken during laying, the brick shall be taken up, the mortar thoroughly cleaned from the brick, bed, and joints, and the brick re-laid in fresh mortar. In hot and dry weather, or when directed, the brick masonry shall be protected and kept moist for a period of at least forty-eight (48) hours after laying of brick.

Unless otherwise shown on the plans, the inside and outside surfaces of brick masonry shall be neatly plastered with mortar to a thickness of not less than one-half ($1/2$) inch, and the mortar shall be finished to a true and uniform surface. The mortar shall be protected and kept moist for forty-eight (48) hours after completion.

Brick masonry shall not be constructed in freezing weather or when bricks contain frost, except by written permission of the Engineer and subject to such conditions for protection against freezing.

c. Concrete Structures:

The structures shall be constructed of concrete, built on prepared foundations, conforming to the dimensions and form indicated on the plans. The construction shall conform to the methods, forms, mixture, placement, and curing, as specified in "Structural Portland Cement Concrete (Plain and Reinforced)". Any reinforcement required shall be of the kind, type, and size, and shall be furnished, located, spaced, bent, and fastened as indicated on the plans, it shall be approved by the Engineer before the concrete is poured.

All invert channels shall be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to flow. The interior bottom shall be sloped downward toward the outlet.

d. Inlet and Outlet Pipes:

Inlet and outlet pipes shall extend through the walls of the structure for a sufficient distance beyond the outside surface to allow for connections, but shall be cut off flush with the wall on the inside surface unless otherwise directed. Concrete or brick and mortar shall be constructed around the pipes so as to prevent leakage and form a neat connection.

e. Placement and Treatment of Casting, Frames and Fittings:

All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the Engineer, and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are to be placed upon previously constructed masonry, the bearing surface of

masonry shall be brought true to line and grade and present an even bearing surface in order that the entire face of back of the unit will come in contact with the masonry. The unit shall be set in mortar beds or anchored to the masonry, as indicated on the plans or as directed and approved by the Engineer. All units shall set firm and secure.

After frames or fittings have been set in final position, and the concrete or mortar has been allowed to harden for seven (7) days, the grates or covers shall be placed and fastened down.

f. Installation of Steps:

The steps shall be installed as indicated on the plans, or as directed by the Engineer. When the steps are to be set in concrete they shall be placed and secured in position before the concrete is poured. When the steps are installed in brick masonry they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least seven (7) days. After this period has elapsed, the steps shall be cleaned and painted, unless they have been galvanized.

g. Backfilling:

1. After a structure has been completed, the area around it shall be filled with approved material, in horizontal layers not to exceed eight (8) inches in loose depth, and compacted to the density specified. The fill shall be made to the elevation shown on the plans or as directed by the Engineer.
2. No backfilling shall be placed against any structure until permission is given by the Engineer. In the case of concrete, such permission preferably shall not be given until the concrete has been in place fourteen (14) days, or until the tests made by the laboratory under the supervision of the Engineer, established that the concrete has attained sufficient strength to withstand any pressure created by the methods used and materials placed without damage or strain beyond a safe factor. Adequate provisions shall be made for thorough drainage.
3. Fill placed shall be deposited all around a structure at the same time and to approximately the same elevation. Special care shall be taken to prevent any wedging action against the structure, and all slopes bounding or within the areas to be backfilled will be stepped or serrated to prevent wedge action.
4. All backfill shall be compacted to a density equal to the adjoining undisturbed soil or as directed by the Engineer.
5. Backfill shall not be measured for direct payment. Performance of this work is not payable directly, but shall be considered as a subsidiary obligation of the Contractor, covered under the contract unit price for the structure involved.

h. Cleaning and Restoration of Site:

1. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Where excavations are done in paved areas, whether gravel topping or hard surfaced, or other areas that may be specified by controlling agency, the backfilling shall be done by controlled moisture and tamping in six (6) inch layers and the pavement surface shall be restored to its original finish and in equal condition and quantities as found at the time of beginning of construction. The Contractor shall restore all disturbed areas to their original condition.
2. After all work is completed, the Contractor shall remove all tools and other equipment used by

him leaving the entire site free, clear, and in good condition.

3. Performance of the work described in this section is not payable directly, but shall be considered as a subsidiary obligation of the Contractor, covered under the contract unit price for structure.

4.1 Method of Measurement:

The number of manholes, catch basins, inlets, inspection holes, headwalls, etc. shall be counted for each type and size of structure listed as the number of units complete in place and accepted.

5.1. Basis of Payment:

The number of units of structures, determined as provided in "Measurement", shall be paid for at the contract price per each for "Manholes, Catch Basins, Inlets, Inspection Holes, Headwalls, etc." respectively, as called for in the bid schedule, which prices and payment shall constitute full compensation for furnishing all materials; for placing and finishing; for all connections to drainage pipe; for all excavation and hauling; for all backfilling; for furnishing, setting, anchoring any frame, grate, cover, or fitting necessary to complete structure; for finishing flow line; for placing steps; for plastering brick surfaces as required; and for all labor, equipment, tools, and incidentals necessary to complete the work.

End of Section

Type II Barricade

AI-11606

16.A.5.

**Request for Invoice No. 5 for AGADC
CC REGULAR**

Date: 10/14/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of payment of Invoice No. 5 (1st & 2nd floor) in the amount of \$28,125.00, from Alcocer Garcia Associates Design Consulting, contracted architect for the, "Remodel of Existing Old Administration Building." C-08-131-08-07

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-419-00-115-073-0-452

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #609342 in the amount of \$203,900.00 with \$183,950.00 available as of 10-08-08

Funds available in account as of 10-08-08 \$2,796,100.00

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/08/2008 10:57 AM	APRV
2	Budget & Management	Veronica Lopez	10/08/2008 11:08 AM	APRV
3	Veronica Lopez	Veronica Lopez	10/08/2008 01:42 PM	APRV
4	Auditor's Office	Linda Fong	10/10/2008 02:01 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 02:25 PM	APRV

Form Started By: Rocio Villarreal

Started On: 10/07/2008 04:22 PM

Final Approval Date: 10/10/2008

INVOICE FOR SERVICES

INVOICE NUMBER : **FIVE**

P.O. No.: 609342
CONTRACT No.: C-08-131-08-07

DATE: OCTOBER 7, 2008

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING (1ST & 2ND FLOORS)
100 E. CANO ST., EDINBURG, TEXAS

TO: HONORABLE JUAN D. SALINAS, III , COUNTY JUDGE
100 E. CANO ST.
EDINBURG, TEXAS 78539

AS PER THE OWNER-ARCHITECT AGREEMENT DATED JULY 11,2008

ESTIMATED CONSTRUCTION COST: \$ 2,500,000.00

ESTIMATED FEE: \$ 2,500,000.00 x 7.5% = 187,500.00 (TO BE ADJUSTED AFTER AWARD OF
CONSTRUCTION CONTRACT)

FEE BREAKDOWN : SCHEMATIC DESIGN PHASE (10%).....\$ 18,750.00 (PD)
DESIGN DEVELOPMENT PHASE (10%) 18,750.00 (INVOICED)
CONSTRUCTION DOCUMENTS PHASE (50%)..... 93,750.00
BIDDING PHASE (5%)..... 9,375.00
CONSTRUCTION PHASE (25%) 46,875.00
\$ 187,500.00

THIS INVOICE FOR:
CONSTRUCTION DOCUMENTS PHASE, 30% COMPLETE.....\$ 28,125 .00 DUE

PLEASE REMIT PAYMENT TO
ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. JASMINE AVENUE
MCALLEN, TEXAS 78501
EIN: 74-2919292

THANK YOU,
AGADC


George A. Garcia
Project Architect

cc: Hidalgo County Purchasing Dept.
Hidalgo County Auditor's Office



AI-11599

16.A.6.

**Palm Valley Animal Center Invoices
CC REGULAR**

Date: 10/14/2008

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of invoices submitted by Palm Valley Animal Center for the months of August and September 2008 with a total amount of \$33,333.34 for services required by Hidalgo County to comply with the enforcement of Texas Health and Safety Code (THSC), Chapters 823 and 826 and in accordance with the Texas Board of Health pursuant to Article 4477-6(a) or other applicable State or County regulations related to Animal Control after review, audit and processing procedures are completed by the Auditor's office with authority for County Treasurer to issue payment.

BACKGROUND

These two months services were on a month to month basis until a new contract was awarded after numerous attempts to encourage participation in the bid process.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-461-00-115-038-0-350

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO # 597166 with the amount of \$50,000.01 available as of 10-08-08

Funds available in account as of 10-08-08 \$99,999,97

Attachments

Link: [11599](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/08/2008 10:55 AM	APRV
2	Budget & Management	Veronica Lopez	10/08/2008 11:06 AM	APRV
3	Veronica Lopez	Veronica Lopez	10/08/2008 01:33 PM	APRV
4	Auditor's Office	Linda Fong	10/10/2008 02:22 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 02:25 PM	APRV

Form Started By: Marty Salazar
Started On: 10/07/2008 03:43 PM
Final Approval Date: 10/10/2008

PALM VALLEY ANIMAL CENTER
2501 W. TRENTON RD.
EDINBURG, TX 78539

STATEMENT

TO: COUNTY OF HIDALGO
PO BOX 1356
EDINBURG, TX 78540

ATTENTION: MONICA BADILLO

DATE: OCTOBER 2, 2008

TERMS: AS PER CONTRACT

ANNUAL CONTRACT AGREEMENT \$200,000.00

AMOUNT DUE FOR SEPTEMBER, 2007 \$16,666.67 ✓

TOTAL AMOUNT DUE BY OCTOBER 15, 2008 \$16,666.67

2008 OCT 6 PM 2 24
BUDGET OFFICE
HIDALGO COUNTY

PALM VALLEY ANIMAL CENTER
2501 W. TRENTON RD.
EDINBURG, TX 78539

HIDALGO COUNTY
BUDGET OFFICE
2008 OCT 6 PM 2 23

STATEMENT

TO: COUNTY OF HIDALGO
PO BOX 1356
EDINBURG, TX 78540

ATTENTION: MONICA BADILLO

PAST DUE

DATE: SEPTEMBER 2, 2008

TERMS: AS PER CONTRACT

ANNUAL CONTRACT AGREEMENT \$200,000.00

AMOUNT DUE FOR AUGUST, 2007 \$16,666.67 ✓

TOTAL AMOUNT DUE BY SEPTEMBER 15, 2008 \$16,666.67

RECEIVED

AI-11627

16.A.7.

**Administer And Supervise Alcohol Breath Testing Services
CC REGULAR**

Date: 10/14/2008

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Pursuant to Tx. Local Gov't Code, Chapter 262.026(a), approval to extend proposal opening/acceptance date for RFP NO: 2008-057-10-15-VYG-Certified Technical Supervisor For Hidalgo County's Alcohol Breath Test Program from Wednesday, October 15, 2008 to Wednesday, October 29, 2008, so as to permit the distribution of complete procurement packets.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-421-00-115-011-0-350

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for PO #598142 \$7,500.00 for Breath Test Services as of 10-8-08.

Attachments

Link: Chapter 262.026(a)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/08/2008 12:22 PM	APRV
2	Budget & Management	Veronica Lopez	10/08/2008 01:06 PM	APRV
3	Veronica Lopez	Veronica Lopez	10/08/2008 01:12 PM	APRV
4	Ivan Cantu	Ivan Cantu	10/08/2008 01:26 PM	APRV
5	Auditor's Office	Linda Fong	10/10/2008 02:24 PM	APRV
6	Court Administrator	Angela Garcia	10/10/2008 02:25 PM	APRV

Form Started By: Vangie Garcia

Started On: 10/08/2008 11:08 AM

Final Approval Date: 10/10/2008

Text of section as amended by Acts 2003, 78th Leg., ch. 660, Sec. 1

(a) This section applies only to a county with a population of 2.8 million or more.

(b) The commissioners court of the county or the governing body of a district or authority created under Section 59, Article XVI, Texas Constitution, if the governing body is the commissioners court of the county in which the district is located, may require a principal, officer, or employee of each prospective bidder to attend a mandatory pre-bid conference conducted for the purpose of discussing contract requirements and answering questions of prospective bidders.

(c) After a conference is conducted under Subsection (b), any additional required notice for the proposed purchase may be sent by certified mail, return receipt requested, only to prospective bidders who attended the conference. Notice under this subsection is not subject to the requirements of Section 262.025. Added by Acts 2001, 77th Leg., ch. 255, Sec. 1, eff. May 22, 2001. Amended by Acts 2003, 78th Leg., ch. 660, Sec. 1, eff. Sept. 1, 2003.

Sec. 262.0256. PRE-BID CONFERENCE.

Text of section as amended by Acts 2003, 78th Leg., ch. 725, Sec. 1

The commissioners court of a county or the governing body of a district or authority created under Section 59, Article XVI, Texas Constitution, if the governing body is the commissioners court of the county in which the district is located, may require a principal, officer, or employee of each prospective bidder to attend a mandatory pre-bid conference conducted for the purpose of discussing contract requirements and answering questions of prospective bidders.

Added by Acts 2001, 77th Leg., ch. 255, Sec. 1, eff. May 22, 2001. Amended by Acts 2003, 78th Leg., ch. 725, Sec. 1, eff. Sept. 1, 2003.

Sec. 262.026. OPENING OF BIDS. (a) The county official who makes purchases for the county shall open the bids on the date specified in the notice. The date specified in the notice may be extended if the commissioners court determines that the extension is in the best interest of the county. All bids, including those received before an extension is made, must be opened at the same time. The commissioners court may adopt an order that delegates the authority to make extensions under this subsection to the county official who makes purchases for the county.

(b) Opened bids shall be kept on file and available for inspection by anyone desiring to see them.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 505, Sec. 3, eff. Sept. 1, 1999.

Sec. 262.027. AWARDING OF CONTRACT. (a) The officer in charge of opening the bids shall present them to the commissioners court in session. Except as provided by Subsection (e), the court shall:

(1) award the contract to the responsible bidder who submits the lowest and best bid; or

(2) reject all bids and publish a new notice.

(b) If two responsible bidders submit the lowest and best bid, the commissioners court shall decide between the two by drawing lots in a manner prescribed by the county judge.

(c) A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the commissioners court and present evidence concerning the lower bidder's responsibility.

(d) In determining the lowest and best bid for a contract for the purchase of earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may consider the information submitted under Section 262.0255.

(e) In determining the lowest and best bid for a contract for the purchase of road construction material, the commissioners court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The commissioners court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

(f) Notwithstanding any other requirement of this section, the commissioners court may condition acceptance of a bid on compliance with a requirement for attendance at a mandatory pre-bid

AI-11669

16.A.8.

**Request to create two (2) new positions and transfer one (1) position
CC REGULAR**

Date: 10/14/2008

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: Purchasing Department

Department: BUDGET & MANAGEMENT

Agenda Area: Purchasing Department

Information

CAPTION

1. Approval to create one (1) new permanent full-time Buyer II position, slot 160-001-0027 at \$41,949.00 per year.
2. Approval to create one (1) new permanent full-time Inventory Control Specialist position, slot 160-001-0028 at \$38,220.00 per year.
3. Approval to transfer one (1) permanent full-time Buyer II position, slot no. 160-003-0001 (Purchasing Border Colonia) budgeted at \$39,952.00 to 160-001-0029 (Purchasing G/F) at same salary and transfer employee no. 87823.
4. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

If item gets approved positions will be funded from General Fund/Countywide Admin. Contingency.

Attachments

Link: Revised Salary
Schedule- Purchasing
BCAP

Link: Job Description-
Buyer II

Link: Job Description-
Inventory Control
Specialist

Link: Fiscal Note

Link: Revised Salary
Schedule- Purchasing G/F

Form Routing/Status

Route Seq Inbox**Approved By Date****Status**

1	Rosalinda Cantu (Originator)	Rosie Cantu	10/10/2008 03:32 PM	APRV
2	Ivan Cantu		10/10/2008 04:18 PM	PEND

Form Started By: Rosie Cantu

Started On: 10/10/2008 08:28
AMFinal Approval Date: 10/10/2008

**HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE**

**1200-415-18-160-003-0
PURCHASING (BCAP)**

AI-11669

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL
											Longevity 115	Interpet . 116	Supple m. 117	Auto A. 118	Clothing 119	
~~0001~~	~~113~~	~~BUYER II~~	~~\$38,415.00~~	~~\$0.00~~	~~\$38,415.00~~	~~0.04~~	~~\$1,537.00~~	~~\$0.00~~	~~\$39,952.00~~	~~\$39,952.00~~	~~\$480.00~~	~~\$0.00~~	~~\$0.00~~	~~\$0.00~~	~~\$0.00~~	~~\$40,432.00~~
TOTAL			\$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

Hidalgo County Purchasing Department

Job Title: Buyer II

FLSA:

Non-Exempt

Department: 160

Civil Service Statuses: Non-Exempt

SUMMARY

Under direction, purchases supplies, equipment, and professional and other services in compliance with the County Purchasing Act. Ensures contractor compliance with County's contract terms and conditions. Provides technical assistance by determining adequacy of contract requirements/specifications, developing contract language, interpreting contract terms and conditions, reviewing contractor responses to bids and proposals, and resolving a variety of pre-and post-contract award activities. Drafts "proposed" legal document. Inventories all contracts (professional services, requirements agreement, etc.).

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Prepares proposal/bid packets and develops requirements/specifications.
- Receives requisitions and purchases material, supplies, equipment, and services in
- Reviews requirements/specifications and/or drawing to insure the purchase of the right item or service, from the right source, at the right time, and at the lowest and best price.
- Receives, Tabulates and analyzes proposals/bids and makes recommendations for awards. Insures notices of award, notices proceed and notices of noncompliance are disseminated.
- Monitors contract performance by examining billing, fiscal data, and compliance with terms of contract.
- Negotiates contract renewals, amendments, and plan changes; recommends cancellations of contracts when unwarranted deviations occur.
- Assists in resolving audit exceptions by defining causes of errors and recommending appropriate dispositions.
- Coordinates contract services with the direct delivery staff to achieve maximum service utilization. May conduct needs assessments to determine requirements for the purchase of services. Make recommendations regarding the continuation, modification, or cancellation of existing contracts and the development of new ones.
- Formulates contractual general and special provisions to address rights and obligations of all parties. Ensures that required bond(s) is/are in provided before work is performed.
- Coordinates delivery or performance schedules and resolves problems incident to delays or failure to perform. Makes recommendations regarding breach, default, and termination action.
- Writes/drafts legal documents, i.e. contract term, fees, etc. Shall specialize in construction contracts
- Procures Leases, Rental and one-time bids county –wide.

- Performs other tasks as assigned and required by Purchasing Agent.
- Regular attendance is a must.

QUALIFICATION REQUIRMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE

High School diploma or equivalent. Five years purchasing experience, including contract compliance experience. Certification as a professional buyer or public purchasing officer by a national organization dedicated to professional achievement is preferred or any combination of education and experience which provides the required knowledge, skill and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must possess 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

- Knowledge of the laws and regulations relating to public sector purchasing;
- Knowledge of operational budgets;
- Ability to negotiate complex contracts;
- Ability to conduct operational analyses;
- Ability to perform technical research;
- Ability to analyze and evaluate a wide-range of information, and make informed decisions;
- Ability to speak and write effectively;
- Ability to establish and maintain effective relationships with other County employees, officials, vendors and the public.
- 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 and duties of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and job duties.

While performing the duties of this job, the employee is required to stand, sit use hands to finger, handle, or feel objects, tools, or controls, and talk or hear. The employee is occasionally required to reach with hands and arms.

The employee must occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job include close vision and the ability to focus.

WORK ENVIROMENT

The work environment characteristics described here are representative of those an employee encounters 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 REQUIRMENTS

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time
- Operating assigned equipment.

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Handling financial affairs effectively and honestly
- Maintaining confidentially
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions which involve:

- Working closely with others
- Working in a multi-task environment.

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with other.

ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations.

Hidalgo County Purchasing Department

Job Title: Inventory Control Specialist FLSA: Non-Exempt

Department: 160

Civil Service Statuses: Non-Exempt

Duties

1. Maintains Inventory files at Precinct Level, pertaining to a) Roadways, b) Building, c) Machinery and Equipment, and d) Other Structures such as parks and landfills.
2. Coordinates with R&B personnel, management, and precinct accounting section, to compile information pertaining to roadway construction- i.e.(ROW acquisition, and roadway paving/improvements)
3. Obtains pertinent information for all roadway projects financed with Hidalgo County, Urban County, Colonia Access Program Grants, Capital Improvement Projects Funding, and Subdivision Roadways dedicated to County.
4. Capture information pertaining to Roadway Projects by operating a GPS device and generates progress reports.
5. Maintains logbook to record location and assignment of Machinery, Vehicles, and other equipment to precinct personnel.
6. Ensures that all Machinery and Equipment is properly tagged and accounted for.
7. Prepares monthly reports to be submitted to County Purchasing Department/Fixed Asset Division, pertaining to Roadway construction, Inventory confirmations of equipment, reports on losses, transfers to surplus or to other County Departments.
8. Will gather documentation for all Precinct vehicles and submit to Purchasing Department –Fixed Asset Division.
9. Works in coordination with Precinct Management, Accounting and Roadway Foreman to obtain all necessary information to produce timely and complete reports.
- 10.Obtaining additional information on extra territorial jurisdiction roadway annexation by cities on a quarterly basis to the fixed asset division.
- 11.Provide all properly prepared and signed asset transfer forms.
- 12.And any other duties as assigned.

QUALIFICATION REQUIREMENTS:

- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.
- Should be Proficient on MS Applications such as MS Excel, MS Access, and MS Word.
- Should have experience in accounting and inventory procedures. At least two years of experience in general clerical work, including one year in a position that provided a working knowledge of purchasing operations or banking credit card system; or an equivalent combination of education and experience.

EDUCATION and/or EXPERIENCE

- **High School Graduate or equivalent**
- **An associates degree from an accredited institution of higher learning or a minimum of 60 collage hours in Business Management, Finance, Accounting, Economics and work experience in inventory management and fixed assets control related field preferred.**

CERTIFICATES, LICENSES, REGISTRATIONS

- **Must have proof of current valid Texas Motor Vehicle Operations license**
- **and must be insured by the County's insurance carrier.**

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, October 14, 2008

Agenda Item: 11669

Summary of request/proposal: The Purchasing department is requesting to create one (1) permanent full-time Buyer II position, slot 160-001-0027 at \$41,949.00 per year, one (1) permanent full-time Inventory Control Specialist position, slot 160-001-0028 at \$38,220.00 per year and transfer one (1) permanent full-time Buyer II position, slot no. 160-003-0001 (Purchasing Border Colonia) budgeted at \$39,952.00 to 160-001-0029 (Purchasing G/F) at same salary and transfer employee no. 87823.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Salary Requested
1100	BUYER II	0027	113	\$0.00	\$41,949.00	\$41,949.00
1100	INVENTORY CONTROL SPEC.	0028	113	\$0.00	\$38,220.00	\$38,220.00
1100	BUYER II	0029	113	0.00	39,952.00	\$39,952.00
						120,121.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-415-18-160-001-0 113	PURCHASING- PERM F/T EMPLOYEES	26,133.19
8-1100-415-18-160-001-0 211	PURCHASING- HEALTH INSURANCE	2,717.73
8-1100-415-18-160-001-0 212	PURCHASING- LIFE INSURANCE	21.54
8-1100-415-18-160-001-0 220	PURCHASING- FICA	1,999.19
8-1100-415-18-160-001-0 230	PURCHASING- RETIREMENT	2,294.49
8-1100-415-18-160-001-0 250	PURCHASING- UNEMPLOYMENT COMP	130.67
8-1100-415-18-160-001-0 260	PURCHASING- WORKER'S COMP	109.76
	2008 Budgetary Impact	33,406.57

2009 Budgetary Impact: \$153,553.00

Possible Funding Sources: General Fund/Countywide Admin Contingency

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE**

**1100-415-18-160-001-0
PURCHASING**

AI-11669

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	PURCHASE AGENT	\$89,100.00	\$0.00	\$89,100.00	0.04	\$3,564.00	\$0.00	\$92,664.00	\$92,664.00	\$1,380.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$102,044.00
0002	113	ASST. PURCHASING AGENT	\$58,350.00	\$0.00	\$58,350.00	0.04	\$2,334.00	\$0.00	\$60,684.00	\$60,684.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,684.00
0003	113	FIXED ASSET MANAGER	\$50,000.00	\$3,500.00	\$53,500.00	0	\$0.00	\$0.00	\$53,500.00	\$53,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,500.00
0004	113	PR PROC./DATA MANAGER	\$47,740.00	\$0.00	\$47,740.00	0.04	\$1,909.60	\$0.00	\$49,650.00	\$49,650.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,670.00
0005	113	ASSISTANT FIXED ASSET MANAGER	\$43,000.00	\$0.00	\$43,000.00	0.04	\$1,720.00	\$0.00	\$44,720.00	\$44,720.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,620.00
0006	113	PROCUREMENT PROCESS SPECIALIST/COORD.	\$42,500.00	\$0.00	\$42,500.00	0.04	\$1,700.00	\$0.00	\$44,200.00	\$42,659.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,199.00
0007	113	CONTRACTS MGR	\$41,839.00	\$0.00	\$41,839.00	0.04	\$1,673.56	\$0.00	\$43,513.00	\$43,513.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,353.00
0008	113	CONTRACTS MGR	\$41,839.00	\$0.00	\$41,839.00	0.04	\$1,673.56	\$0.00	\$43,513.00	\$43,513.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,933.00
0009	113	CONTRACTS MGR	\$41,839.00	\$0.00	\$41,839.00	0.04	\$1,674.00	\$0.00	\$43,513.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0010	113	BUYER II	\$38,415.00	\$0.00	\$38,415.00	0.04	\$1,536.60	\$0.00	\$39,952.00	\$39,952.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,492.00
0011	113	BUYER II	\$36,585.00	\$0.00	\$36,585.00	0.04	\$1,463.00	\$0.00	\$38,048.00	\$38,048.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,708.00
0012	113	INVENTORY ANALYST II	\$36,000.00	\$0.00	\$36,000.00	0.04	\$1,440.00	\$0.00	\$37,440.00	\$37,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,440.00
0013	113	INVENTORY CONTROL SPECIALIST	\$35,000.00	\$0.00	\$35,000.00	0.04	\$1,400.00	\$0.00	\$36,400.00	\$34,280.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,280.00
0014	113	BUYER	\$34,619.00	\$0.00	\$34,619.00	0.04	\$1,385.00	\$0.00	\$36,004.00	\$34,004.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,004.00
0015	113	BUYER	\$34,619.00	\$0.00	\$34,619.00	0.04	\$1,384.76	\$0.00	\$36,004.00	\$36,004.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,844.00
0016	113	BUYER	\$34,619.00	\$0.00	\$34,619.00	0.04	\$1,384.76	\$0.00	\$36,004.00	\$36,004.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,664.00
0017	113	BUYER	\$34,619.00	\$0.00	\$34,619.00	0.04	\$1,385.00	\$0.00	\$36,004.00	\$34,923.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,923.00
0018	113	BUYER	\$34,619.00	\$0.00	\$34,619.00	0.04	\$1,385.00	\$0.00	\$36,004.00	\$36,004.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,604.00
0019	113	PURCHASE ORDER ADMIN	\$31,518.00	\$0.00	\$31,518.00	0.04	\$1,261.00	\$0.00	\$32,779.00	\$32,779.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,199.00
0020	113	SECRETARY	\$27,287.00	\$0.00	\$27,287.00	0.04	\$1,091.48	\$0.00	\$28,378.00	\$28,378.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,918.00
0021	113	ASST PO ADMIN	\$27,275.00	\$0.00	\$27,275.00	0.04	\$1,091.00	\$0.00	\$28,366.00	\$27,366.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,366.00
0022	113	SURPLUS MNGR	\$27,260.00	\$0.00	\$27,260.00	0.04	\$1,090.40	\$0.00	\$28,350.00	\$28,350.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,710.00
0023	113	ASST PO ADMIN	\$25,977.00	\$0.00	\$25,977.00	0.04	\$1,039.00	\$0.00	\$27,016.00	\$26,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,500.00
0024	113	RECEPTIONIST	\$24,739.00	\$0.00	\$24,739.00	0.04	\$1,000.00	\$0.00	\$25,739.00	\$24,739.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,739.00
0025	113	TRAVEL CARD SPECIALIST	\$0.00	\$41,000.00	\$41,000.00	0	\$0.00	\$0.00	\$41,000.00	\$41,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,000.00
0026	113	DATA CLERK	\$0.00	\$20,800.00	\$20,800.00	0	\$0.00	\$0.00	\$20,800.00	\$20,800.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,100.00
0027	113	BUYER II	\$0.00	\$41,949.00	\$41,949.00	0	\$0.00	\$0.00	\$41,949.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0028	113	INVENTORY CONTROL SPECIALIST	\$0.00	\$38,220.00	\$38,220.00	0	\$0.00	\$0.00	\$38,220.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0029	113	BUYER II	\$0.00	\$39,952.00	\$39,952.00	0	\$0.00	\$0.00	\$39,952.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$939,358.00	\$185,421.00	\$1,124,779.00		\$35,585.72	\$0.00	\$1,160,366.00	\$987,474.00	\$10,020.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$1,005,494.00

NEW PROPOSED POSITIONS: SLOT NO.'S 27 AND 28, PENDING CC APPROVAL

TRANSFERRED POSITION: SLOT NO. 29, PENDING CC APPROVAL

AI-11684

16.A.9.

**Options for Renovations to the Hidalgo County Courthouse Project
CC REGULAR**

Date: 10/14/2008

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and applicable action related to the "As Built drawings of the existing Courthouse to include Annexes and the surrounding Parking Areas & Sidewalks Project" including, but not limited to, the following options and recommendations:

- A. Cancel the project so as to determine the final costs, construction timelines including occupancy associated with the current renovations to the former Administration Building located at 100 E. Cano, Edinburg, Texas; and, if approved,
- B. Proceed to send notice to the architect firm of ERO International, Inc. of the County's cancellation of the project and cease negotiations; or,
- C. Proceed with completing the current on-going process of selection of the architect for the project;

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding source to be identified once contract negotiations are finalized with awarded vendor and final contract is executed.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/10/2008 02:46 PM	APRV
2	Budget & Management	Veronica Lopez	10/10/2008 03:00 PM	APRV

3	Ivan Cantu	Ivan Cantu	10/10/2008 03:04 PM	APRV
4	Auditor's Office	Linda Fong	10/10/2008 03:33 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 03:49 PM	APRV

Form Started By: Marty Salazar

Started On: 10/10/2008 02:20 PM

Final Approval Date: 10/10/2008

AI-11623

16.B.1.

**Professional Consulting Services
CC REGULAR**

Date: 10/14/2008

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** County Judge's Office

Information

CAPTION

Presentation for discussion, consideration and approval to re-advertise for RFP/Q-Professional Consultant For Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County, in as much as no proposals were received for the RFP/Q NO: 2008-375-10-08-VYG-Professional Consultant For Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County.

BACKGROUND

Item previously approved by CC on 09/09/08.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 1287-465-20-110-070-9-

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding to cover advertising expense and consulting services will come from the accounts listed herein.

Obj. code 540; Available balance as of 10/08/08 \$12,000.00

Obj. code 311; Available balance as of 10/08/08 \$16,000.00

Attachments

Link: [EXHIBIT A
REQUIREMENTS](#)

Link: [EXHIBIT B
EVALUATION](#)

Link: [TABULATION
SHEET](#)

Link: [Participation Log](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Purchasing Department	Marty Salazar	10/08/2008 11:08 AM	APRV
2	Budget & Management	Veronica Lopez	10/08/2008 11:09 AM	APRV
3	Erika Reyna	Erika Reyna	10/08/2008 03:33 PM	APRV
4	Auditor's Office	Linda Fong	10/10/2008 02:26 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 02:29 PM	APRV

Form Started By: Vangie Garcia

Started On: 10/08/2008 10:31 AM

Final Approval Date: 10/10/2008

EXHIBIT A
REQUIREMENTS
HIDALGO COUNTY
REQUEST FOR
PROPOSAL/QUALIFICATIONS

**"PROFESSIONAL CONSULTANT SERVICES FOR ASSET MAPPING AND
STRATEGIC PLANNING TO GUIDE ECONOMIC DEVELOPMENT IN
HIDALGO COUNTY"**

RFP/Q NO: 2008–

Hidalgo County is seeking sealed proposals with qualifications from qualified consultants to provide certain services related to research, analysis, strategic planning, meeting facilitation, and plan writing in support of the preparation of Hidalgo County's Comprehensive Economic Development Plan. The Hidalgo County Purchasing Department will receive sealed proposals with qualifications as specified herein. Sealed proposals with qualifications will be accepted until 9:30 A.M., Wednesday, _____, 2008. **ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP/Q NO: 2008-

US Postal Mail address:

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

Physical Address:

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

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

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

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Agent
Hidalgo County Purchasing
Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, _____, 2008 at 5:00 P.M. at (956) 318-2699, and/or BY EMAIL AT: sofia.hernandez@hidalgocountyjudge.com. Responses will be sent to all applicants via facsimile by Friday, _____, 2008. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

PROPOSER'S AFFIDAVIT:

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

NON-DISCRIMINATION:

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

PROCESSING TIME FOR PAYMENT:

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

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

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

HAND DELIVERED PROPOSALS:

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

SIGNING OF PROPOSALS/QUALIFICATIONS:

In order to be considered all submittals **must** be signed. Please sign the original in [blue](#) ink.

WAIVING OF INFORMALITIES:

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

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

TERM OF CONTRACT:

It is intended that the term of the contract will be through June 30, 2009, unless otherwise extended through Hidalgo County's option to extend/renew

for one (1) year, under the same rates, terms and conditions.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis–Bacon Act when advertising and developing specifications. (if applicable)

SECTION II – PURPOSE

As a result of a grant from the U.S. Department of Commerce’s Economic Development Administration (EDA), Hidalgo County is working in collaboration with the economic development organizations within the county to create a countywide Comprehensive Economic Development Strategy (CEDS) to prepare the county to compete and succeed in a regional and global economy. This Request for Proposals (RFP) is seeking qualified consultants for the provision of strategic planning services inclusive of research, analysis, strategy development, group process facilitation, and plan writing activities. Information to be collected/produced, studied and reported includes cataloguing and analyzing regional assets, and effective strategies and outreach for economic and workforce development transformation. The planning process requires (also see 13 C.F.R. § 303.6, paragraphs A.1 and A.2):

- Consultation with public officials, community leaders, representatives of economic and workforce development organizations and institutions of higher education, minority and labor groups, business associations, and private individuals;
- Conducting public forums to elicit public/private input;
- Researching and analyzing the current economic development situation of the region including a discussion of the population, geography, workforce, transportation, resources, environment, and other relevant information;
- Conducting SWOT analysis and resource mapping activities; and,
- Identifying strategies and resources for plan implementation.

The results of these efforts will be utilized to prepare a strategic plan that:

- Establishes and articulates a vision for economic and workforce development in the county and region;
- Embraces the principles of entrepreneurship, enhances regional clusters,

and leverages technology innovators and local universities to the private sector;

- Includes clear and measureable goals and objectives;
- Outlines a plan of action with clear steps and strategies for achieving goals and objectives; and,
- Identifies potential resources/funding to support implementation of the plan.

SECTION III – BACKGROUND

Hidalgo County has received a U.S. Department of Commerce/Economic Development Administration (EDA) grant to conduct strategic planning activities for the purpose of developing a countywide Comprehensive Economic Development Strategy. The role of the county is to work through a Strategy Committee of stakeholders identified by the county, serve as the convener of stakeholders during the planning process and oversee the implementation of grant activities consistent with the criteria set forth in the proposal as approved by EDA.

SECTION IV – RFP REQUIREMENTS

REQUEST FOR PROPOSAL/QUALIFICATION:

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

CONTENTS:

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

PROPOSAL NARRATIVE:

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 5 pages in length.

Respondents must submit a written description of services that briefly describes the services to be provided specific to the requirements of this proposal. The written narrative, at minimum, must include the following information:

1. Demonstrated knowledge of the tasks required to meet the requirements of this proposal and the skills, abilities and talent necessary to successfully complete the tasks outlined in the Scope of Services.
 - Please include specifics and price required for your organization to complete this project. Additionally, please specify any cost associating with the mapping of physical assets using GIS software.
 - Provide the names, education and work experience of the key personnel that will be assigned to this project along with a description of their most recent work in similar projects. There is a one (1) page limitation for each biographic summary provided.
2. Demonstrated ability to perform the tasks required in this proposal, including prior experience in working on same/similar projects. Please attach references to the narrative response, which include the names, physical and electronic addresses, and telephone numbers of a minimum of three (3) clients for whom the respondent has conducted similar services. These references may be contacted.
3. Demonstrated knowledge of the time requirements for completion of all work required in the Scope of Services. The narrative must include specific details on the how the respondent will meet the timing requirements for this project and include a work plan with a brief description of each deliverable and its anticipated start and completion date.
4. Please provide contact information for the primary contact, including name, physical and electronic addresses, telephone number, and email address.

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

TIMING:

Ideally, this project will begin by mid October, with phased deliverables to be negotiated with the successful bidder. **The final product should be completed no later than June 15, 2009.** Your proposal should include an estimate of the timing to start and complete each element or deliverable. It is anticipated that, subsequent to awarding the project, specific approaches, requirements, and due dates will be worked out and included in the contract with the selected consultant.

FIRM QUALIFICATIONS:

Individuals and organizations, whether for-profit or not-for-profit, having the appropriate experience and specific expertise necessary to carry out the duties and responsibilities outlined in the “Scope of Services” below. All proposers must have demonstrated experience in the area of asset mapping and strategic planning to be eligible for consideration. Hidalgo County reserves the right to check all references furnished and consider the responses received in evaluating the proposals.

SCOPE OF SERVICES:

Hidalgo County is interested in strengthening its competitive position within state, national and global markets. Accordingly, the County is requesting proposals with qualifications from experienced, qualified consultants to prepare the following in accordance with applicable requirements from the U.S. Department of Commerce/Economic Development Administration grant award for creating a Comprehensive Economic Development Strategy. The successful respondent will be required to complete the following tasks/activities:

Asset Mapping: In order to strengthen the county’s competitive position within state, national and global markets, it is important to start by mapping the area’s asset base. The purpose of the Asset Map is will be to provide the County’s leadership with an understanding of the area’s asset base – human, financial, institutional, and natural among others; identify “gap” areas that require further investment; and provide a baseline for launching the strategic planning process and by which to measure future progress toward regional prosperity. The asset map should follow the framework set forth in “*Asset Mapping Roadmap: A Guide to Assessing Regional Development Resources*” developed by the Council on Competitiveness. The document can be found at

http://www.compete.org/images/uploads/File/PDF%20Files/Illuminate_regional_Aug2007.pdf.

Additionally, the selected consultant should make every effort to (a) avoid duplicating any current asset mapping activities underway in the region such as those of the Workforce Innovation in Regional Economic Development (WIRED) initiative; and (b) add value to current or recent asset mapping activities (i.e., *Texas in Focus: South Texas* – <http://www.cpa.state.tx.us/specialrpt/tif/southtexas/pdf/SouthTexasFullReport.pdf>).

This request includes a full-level asset mapping process as follows

- Identification and cataloging of all major assets relevant to countywide and regional development.
- Basic evaluation of the strengths and weaknesses of all major assets and identification of gaps and redundancies in order to determine areas that require further investment.
- A comprehensive assessment to capture current and future utilization of assets, challenges and barriers to utilization, and the need for increased asset creation and investment. This component of the asset mapping process should specifically focus on the health care industry.

Strategic Planning: The asset mapping findings will be used to launch the strategic planning process. The purpose of the strategic planning process is to provide the County's leadership with a strategy for improving its overall competitive position. The consultant will assist the Strategy Committee and Hidalgo County economic development staff in preparing a five-year CEDS for Hidalgo County that complies with the requirements of 13 CFR § 303.7 (Code of Federal Regulations). This request includes the provision of strategic planning services inclusive of research, analysis, strategy development, group process facilitation, and plan writing activities.

The consultant will be required to submit a draft of both the Asset Map and Strategic Plan for review and comment before submitting the final document. An electronic copy of the final document is required.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and seven (7) copies.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal with qualifications based on the scope of work and services.

SECTION V: SELECTION AND SCHEDULES

EVALUATION SYSTEM:

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in providing the required services.

The evaluation consists of a 100–point scoring system, weighted as follows:

NARRATIVE	15 POINTS
BUDEGET & COST EFFECTIVENESS	15 POINTS
PRIOR EXPERIENCE	30 POINTS
PROPOSER’S QUALIFICATIONS	20 POINTS
ABILITY TO MEET TIMING REQUIREMENTS	20 POINTS

At the sole discretion of Commissioner's Court, a presentation may be requested from the participating firms that have scored at least 80 points in order to complete and finalize the ranking.

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

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

<u>US Postal Mail address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing

2812 S. Business Hwy. 281 Edinburg, Texas 78539	Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFP/Qs must be submitted by **no later than 9:30 a.m. on Wednesday, _____, 2008.**

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP/Q.

TERMS AND CONDITIONS

- This RFP does not commit Hidalgo County to award a contract.
- Hidalgo County will not pay any costs incurred by the respondent in the preparation of this proposal.
- Hidalgo County may accept or reject any or all proposals received as a result of this RFP, or cancel in part or in its entirety this RFP if it is in the best interest of Hidalgo County to do so.
- Hidalgo County may request additional information or a personal interview in support of the written proposals.
- Hidalgo County may award a contract under this RFP without discussion with the respondent. Therefore, proposals should be submitted on the most favorable terms from both the technical and cost standpoint.
- Hidalgo County reserves the right not to fund the respondent with either the lowest cost or the highest score on the proposal.
- Hidalgo County may require the selected respondent to participate in negotiations and submit price, technical or other revisions to the proposal as a result of the negotiations.
- The contract award is subject to the availability of Federal funds and the execution of a contract acceptable to both the selected respondent and Hidalgo County.
- Hidalgo County reserves the right to reject the proposal of any respondent based on any misrepresentation.

EXHIBIT B

EVALUATION CRITERIA

**HIDALGO COUNTY –
REQUEST FOR PROPOSAL/QUALIFICATIONS**

**"PROFESSIONAL CONSULTANT SERVICES FOR ASSET MAPPING AND
STRATEGIC PLANNING TO GUIDE ECONOMIC DEVELOPMENT IN HIDALGO
COUNTY"**

RFP/Q NO: 2008–

SELECTION/EVALUATION/RANKING CRITERIA

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in asset mapping and strategic planning, including but not limited to the following:

A. NARRATIVE – 15 POINTS

1. Knowledgeable of the tasks required to meet the proposal requirements.
2. Provides expert personnel in strategic planning and asset mapping, and makes such personnel available to the County for the duration of the project.
3. Indicative of outstanding or exceptional performance of required services.
4. Adequacy of resources to perform these services.

B. BUDGET & COST EFFECTIVENESS – 15 POINTS

Provides the required turnkey services at a reasonable cost.

C. PRIOR EXPERIENCE – 30 POINTS

1. Demonstrates experience in providing strategic planning and asset mapping services, including research, analyses, strategy development, group process facilitation, and plan writing activities.
2. Demonstrates experience in developing strategic plans, and in organizing asset-mapping projects using the same or similar framework set forth in *“Asset Mapping Roadmap: A Guide to Assessing Regional Development*

Resources.”

3. Provides references.
4. Extent of experience.

D. PROPOSER’S QUALIFICATIONS – 20 POINTS

1. Meets minimum of five (5) years of experience in providing strategic planning services.
2. Meets minimum of three (3) years of experience in providing asset mapping services.
3. Experience relevant to the tasks set forth in the scope of services.

E. ABILITY TO MEET TIMING REQUIREMENTS – 20 POINTS

1. Demonstrates knowledge of the time requirements for completion of all work required in the Scope of Services.
2. Specifies in the work plan how the timing requirements will be met.

Total Points = 100 Points

RFP EVALUATION FORM

SELECTION CRITERIA

Points

Score

A. NARRATIVE

1. Knowledge of tasks required to meet the proposal requirements.
2. Provides expert personnel in strategic planning and asset mapping, and makes such personnel available to the County for the duration of the project.
3. Indicative of outstanding or exceptional performance of required services.

15 Points

Comments/Rationale For

Points:-----

B. BUDGET AND COST EFFECTIVENESS

Provides the required turnkey services at a reasonable cost.

15 Points

Comments/Rationale For

Points:-----

C. PRIOR EXPERIENCE

1. Experience in providing strategic planning and asset mapping services, including research, analyses, strategy development, group process facilitation, and plan writing activities.
2. Experience in developing strategic plans, and in organizing asset mapping projects using the same or similar framework set forth in "Asset Mapping Roadmap: A Guide to Assessing Regional Development Resources."
3. Provides references.
4. Extent of experience.

30 Points

Comments/Rationale

For

Points:-----

D. QUALIFICATIONS

1. Met minimum of five (5) years of experience in providing strategic planning services.
2. Met minimum of three (3) years of experience in providing asset mapping services.
3. Experience relevant to the tasks set forth in the scope of services.

20 Points

Comments/Rationale For

Points:-----

E. ABILITY TO MEET TIMING REQUIREMENTS

- 1. Knowledge of the time requirements for completion of all work required in the Scope of Services.
- 2. Work plan provides specific details on how the timing requirements will be met.

20 Points _____

Comments/Rationale For

Points:_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

HIDALGO COUNTY PURCHASING DEPARTMENT PROPOSAL TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL OPENING DATE: OCTOBER 08, 2008

PROPOSAL OPENING TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL: PROFESSIONAL CONSULTANT SERVICES FOR ASSET MAPPING
AND STRATEGIC PLANNING TO GUIDE ECONOMIC DEVELOPMENT IN HIDALGO COUNTY

PROPOSAL NO: 2008-375-10-08-VYG

BUYER II: VANGIE Y. GARCIA

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF PROPOSAL
#1	NO PROPOSALS WERE RECEIVED	
#2		
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFP/Q ACCEPTANCE DATE: **OCTOBER 08, 2008**

RFP/Q ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/DESCRIPTION: **"Professional Consultant For Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"**

RFP/Q NO: **2008-375-10-08-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1.UTPA-TMGC Melissa Gonzalez 316-7090	IP	Melissa Gonzalez	09/22/08	2120 S. Sugar Road Edinburg, Texas 78539 gonzalesm@utpa.edu
2. HOLLIS RUTLEDGE & ASSO. 583-0002 (P) mike.mesa@rutledge-associates.com	IP	Mike Mesa	09/23/08	523 N. Conway Mission, Texas 78572 583-0500 (F)
3. TEDSIINFRASTRUCTURE Eric R. Dietrich edietrich@tedsi.com - 424-7898(P)	EMAILED	VANGIE Y. GARCIA	09/23/08	1201 E. EXP. 83 MISSION, TX. 78572 424-7022 (F) 222-6167 (C)
4. DOS LOGISTICS, INC. Celina Garza celinagarza@doslogistics.com	EMAILED	VANGIE Y. GARCIA	09/23/08	956-797-4601 (P) 956-797-4630 (F)
5. RCLCO (REAL ESTATE ADVISORS) BARBRA BOWERS BBowes@rclco.com (P) 404-601-0541	EMAILED	VANGIE Y. GARCIA	09/23/08	999 PEACHTREE ST. NE SUITE 2690 ATLANTA, GA 30309 (F) 404-365-8363
6. Holli Rutledge and Associates, Inc. Miguel E. Mesa (P) 956-583-002 (F) 956-583-0500 Email: mike.mesa@rutlege-associates.com	IP	MIKE MESA	9/23/08	523 N. Conway St., Ste. 3, 2nd Fl. Mission, Texas 78572
7. Strategic Growth Institute Amy A. Bynum (P) 501-269-9009 (F) 501-450-5277 (C) 501-269-9009 Email: abynum@uca.edu	EMAILED	VANGIE Y. GARCIA	09/24/08	201 Donaghey Ave. Conway, AR 72035
8.Mid-West GIS Ryon Gross (P) 903-894-7446 (Cell) 469-667-1705 Email: ryon@mid-westgis.com	EMAILED	VANGIE Y. GARCIA	09/24/08	
9. Meshek & Associates Chris Duncan (P) 918-392-5620 (F) 918-392-5621 Email: cduncan@meshekengr.com	EMAILED	VANGIE Y. GARCIA	09/24/08	1437 S. Boulder Ave. Suite 1080 Tulsa, Oklahoma 74119
10. Gregory Ahlgreen-Attorney At Law Gregory Ahlgreen-(P) 956-702-9580 Email: gregory@ahlgrenlawfirm.com	EMAILED	VANGIE Y. GARCIA	09/24/08	9801 S. Cage Blvd. Suite 3 Pharr, Texas 78577

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFP/Q ACCEPTANCE DATE: **OCTOBER 08, 2008**

RFP/Q ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/DESCRIPTION: **"Professional Consultant For Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"**

RFP/Q NO: **2008-375-10-08-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
11. Robert Stokes Topographic Mapping Co. (P) 405-843-4847 Email: robert.stokes@topographic.com	EMAILED	VANGIE Y. GARCIA	09/24/08	6709 N. Classen Blvd. Oklahoma City, OK. 73116
12. Facet Technology Corp. Andrew Munyon (P) 952-944-1839-Ext. 203 (Cell) 612-710-2318	EMAILED	VANGIE Y. GARCIA	09/24/08	
13. Leland Consulting Group Christine Maguire (P) 817-350-4730 (Cell) 817-676-5293 Email: cmaguire@aircanopy.net	EMAILED	VANGIE Y. GARCIA	09/24/08	7430 Jordan Lane Midlothian, texas 76065
14. Community Development Concepts Advisory Services, Inc. (Fred Cooper) (P) 301-960-4162 (Cell) 206-235-0140 Email: f.cooper@comcast.net	EMAILED	VANGIE Y. GARCIA	09/24/08	
15. Strategic Advisory Group Tony Peterman-(P) 678-584-0727	EMAILED	VANGIE Y. GARCIA	09/24/08	
16. AMEC Earth and Environmental Phillip Grant Chapman	EMAILED	VANGIE Y. GARCIA	09/24/08	
17. RKG Associates, Inc. Kate Pope-(P) 603-868-5513 (F) 603-868-5513 Email: kate@rkassociates.com	EMAILED	VANGIE Y. GARCIA	09/24/08	277 Mast Road Durham, HH 03824
18. Data Transfer Solutions Bart Williamson -(P) 210-481-5333 (Cell) 210-837-5249	EMAILED	VANGIE Y. GARCIA	09/24/08	3310 Edge View San Antonio, Tx. 78259
19. The Mellgren Planning Group Michele C. Mellgren-(P) 954-475-3070 (F) 954-475-9550 Email: michele@millgrenplanninggroup.com	EMAILED	VANGIE Y. GARCIA	09/24/08	6555 Nova Drive, Suite 305 Fort Lauderdale, FL 33317
20. William Gauger & Associates William Gauger-(P) 202-423-2012 (F) 202-747-5754	EMAILED	VANGIE Y. GARCIA	09/24/08	1776 I St. NW, Floor 9 Washington, DC 20006 Email: wgauger@paraticep.com

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFP/Q ACCEPTANCE DATE: **OCTOBER 08, 2008**

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DEPARTMENT/DESCRIPTION: **"Professional Consultant For Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"**

RFP/Q NO: **2008-375-10-08-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
21. International Computer Works Suzan Wolent-(P) 813-988-0434 Email: suzan.wolent@icwmaps.com	EMAILED	VANGIE Y. GARCIA	09/24/08	111 South Riverhills Drive Temple Terrace, FL 33617
22. MGT Of America, Inc. Suan Dembowski-(P) 850-386-3191 Email: susan_dembowski@mgtamer.com	EMAILED	VANGIE Y. GARCIA	09/24/08	2123 Centre Pointe Blvd. Tallahassee, FL 32308
23. HRWK-John Kroll (P) 512-472-1600-Ext. 102 (F) 512-472-1603 (Cell) 512-657-4028	EMAILED	VANGIE Y. GARCIA	09/25/08	919 Congress Avenue Suite 1130 Austin, Texas 78701 Email: john@hrwkglobal.com
24. Bruce Decker Email: bruce@collectibeimpact.com	EMAILED	VANGIE Y. GARCIA	09/25/08	
25. Chuck Snow (P) 205-987-1771 Email: csnow@aerialexperts.com	EMAILED	VANGIE Y. GARCIA	09/25/08	585 Valley View Road Indian Springs. AL 35124
26. Orasi Development Historic Sinclair (P) 817-913-3393(F) 817-882-9612 Email: mahenker@orasidevelopment.com	EMAILED	VANGIE Y. GARCIA	09/25/08	512 Main Street, Suite 706 Fort Worth, Tx. 76102
27. PBS&J Cindy Miller-(P) 512-342-3418 (Cell) 512-431-0385	EMAILED	VANGIE Y. GARCIA	09/25/08	
28. Paul M. Vazaldua	EMAILED	VANGIE Y. GARCIA	010/06/08	
29. Design Workshop Melanie Meriwether (P) 801-359-2096-Ext. 5917	EMAILED	VANGIE Y. GARCIA	10/06/08	Email: MMeriwether@DesignWorkshop.com
30. Market Street Services, Inc.	EMAILED	MOISES SALAZAR	10/07/08	www.marketstreetservices.com (P) 404-880-7246

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFP/Q ACCEPTANCE DATE: **OCTOBER 08, 2008**

RFP/Q ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/DESCRIPTION: **"Professional Consultant For Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"**

RFP/Q NO: **2008-375-10-08-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
31. TIP STRATEGIES, INC. Amber Guitrau amber@TIPstrategies.com	EMAILED	MOISES SALAZAR	10/07/08	7000 North MoPac, Suite 305 Austin, Texas 78731 (P) 512-343-9113 (F) 512-343-9190
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AI-11642

16.C.1.

Pct. 1-Work Authorizat on No. 1 (Supplemental Agreement No. 1)-TEDSI-C-08-226-09-30

CC REGULAR

Date: 10/14/2008

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Presentation for consideration, discussion, and approval of Work Authorization #1 (Supplemental Agreement No. 1) in the amount of \$ 321,266.52 with TEDSI Infrastructure Group to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-226-09-30 for "Mile 2 West Road (from Mile 12 North and 0.44 Miles North of US-83)"

BACKGROUND

Work Authorization No.1 (Supplemental Agreement No. 1)

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1315-431-00-121-040-0-731

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available in PO #608544 \$65,550.00 as of 10-9-08 for TedsI Infrastructure Group, Inc.

The funding will be through SIB loans, which will be appropriated next weeeek (10/21).

Attachments

Link: WA #1-SA #1-TEDSI

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/08/2008 04:49 PM	APRV
2	Budget & Management	Veronica Lopez	10/09/2008 07:52 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/09/2008 11:30 AM	APRV
4	Auditor's Office	Linda Fong	10/10/2008 02:32 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 03:04 PM	APRV

Form Started By: Letty Saenz

Started On: 10/08/2008 04:28 PM

Final Approval Date: 10/10/2008

EXHIBIT "F"
HIDALGO COUNTY
Professional Engineering Services
Agreement # **C-08-226-09-30**
Supplemental Agreement Form

WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 1

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

PART 1. Scope of Work. The purpose of this Work Authorization is to provide services as Mile 2W from Mile 12 North to 0.44 miles north of US-83:

PART 2. Estimated Cost. The estimated cost for services under Work Authorization No. 1 is **\$604,859.71** as approved under Agreement No. **C-08-226-09-30**. This amount will be reduced under Supplemental Agreement No. 1 to Work Authorization No. 1 by **\$ 283,593.19** for amounts previously paid under Agreement No. **C-07-049-05-22**. The new amount payable under Agreement **C-08-226-09-30** is **\$ 321,266.52**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ____ day of _____, 2008.

HIDALGO COUNTY PRECINCT No. 1

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Sylvia S. Handy, Commissioner

BY: _____
Craig F. Stong, Vice President

ATTEST:

THE OWNER:
HIDALGO COUNTY

BY: _____
Arturo Guajardo Jr., County Clerk

BY: _____
Juan D. Salinas, III, County Judge

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Services to be Provided by the Owner
ATTACHMENT "B" -	Services to be Provided by the Engineer
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Estimated Cost Proposal

AI-11598

16.D.1.

Purchase and Installation of Solar Powered Lights for Tower Road Park CRC

CC REGULAR

Date: 10/14/2008

Submitted By: Olga Montero, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

A. Presentation for discussion, consideration, and acceptance of an "Interlocal Agreement" between Comptroller of Public Accounts-State Energy Conservation Office (SECO) and Hidalgo County (Precinct No. 2) to provide an initial amount of \$100,000.00 for the administration and facilitation of the purchase and installation of Solar Powered Lights for South Tower Road Park CRC with anticipation of possible funding of any overages incurred by County for the project:

B. Requesting authority to advertise request for sealed bids with approval of draft specifications as attached hereto for: "Purchase and Installation of Solar Powered Lights for Tower Road Park CRC" RFB No. 2008-388-otm

BACKGROUND

Proposed ad dates are pending
Draft Interlocal Agreement
Draft Specifications

Fiscal Impact

FISCAL YEAR:

ACCT. #: Undetermined

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Accounts for this projects are not set up at this time and will be need to be created once funding/award letter is received from SECO. Requesting bids with the assumption that funding (\$100,000.00) will be forthcoming.

Attachments

Link: [draft specs](#)

Link: [Draft Interlocal Agreement](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Purchasing Department	Marty Salazar	10/08/2008 03:38 PM	APRV
2	Budget & Management	Veronica Lopez	10/08/2008 03:55 PM	APRV
3	Dale Kennan	Dale Kennan	10/08/2008 05:06 PM	APRV
4	Auditor's Office	Linda Fong	10/10/2008 02:40 PM	APRV
5	Mike Escaname	Mike Escaname	10/10/2008 03:31 PM	APRV
6	Linda Fong		10/10/2008 04:18 PM	NEW

Form Started By: Olga Montero

Started On: 10/07/2008 03:06 PM

Final Approval Date: 10/10/2008

“PURCHASE AND INSTALLATION OF SOLAR POWERED LIGHTS FOR TOWER
ROAD PARK CRC”

RFB NO. 2008-388-00-00-otm

SCOPE OF PROJECT

Design: All components of solar lighting system shall be mounted on pole and shall not be accessible from the ground without mechanical means.

Operation: Lights are stand-alone solar powered systems – not connected to grid power. Overall, the system operates automatically – without the use of a separate photo cell. The solar panel itself acts as a photocell. It senses a low light level at dusk and turns the light on – to run full dusk to dawn, and adjust automatically as the days get longer. These functions are regulated by the controller. There is no day to day maintenance or adjustment required.

Performance Criteria and Considerations:

- ✓ Solar panels protected on top by tempered glass
- ✓ Free standing, each unit self-contained
- ✓ Powered by sunlight
- ✓ LED light source – multi-junction strip type LED's
- ✓ 100,000 hours rated life
- ✓ 2182 lumens total output with no lens losses from LED packaging
- ✓ 5100 Kelvin – bright white color light
- ✓ 10 days autonomy (battery reserve) for all weather conditions
- ✓ Advanced Power Management LED driver to extend lamp operation and conserve battery power in times of extended inclement weather
- ✓ Mounted high on pole for vandal resistance – no wires running through pole to the ground
- ✓ Sized according to US DOE
- ✓ Durability in design and manufacture
- ✓ 25 year warranty on solar panels
- ✓ 5 year system warranty
- ✓ USA based ISO certified manufacturing facility

**“PURCHASE AND INSTALLATION OF SOLAR POWERED LIGHTS FOR TOWER
ROAD PARK CRC”**

RFB NO. 2008-388-00-00-otm

Written Specifications**A. Solar Power Unit**

The solar module shall contain polycrystalline solar cells, protected on the upper surface by low iron tempered glass. The solar module shall have a rugged aluminum frame which connects to brackets for attachment to the mounting arm at a 45 degree tilt. All wiring connections shall be with weather resistant plugs as to keep installation simple, eliminate incorrect wiring, and prevent exposure to corrosion. Stainless steel hardware shall be used throughout. Solar modules shall carry a 25 year manufacturer's warranty.

The solar module array shall exhibit the following characteristics:

Cells: poly-crystalline silicon cells
Total Watts: 80 watts
Tilt Angle: 45 degrees
Connections: Weather resistant plug, 4 & 2 pin, color coded
Panel Warranty: 25 Year Manufacturer's warranty on panels

B. Fixture

The overhead fixture shall be a die cast corrosion resistant aluminum style fixture with a glass swag lens. Fixture enclosure is to be water tight, sealed, dust and insect free with electrostatic powder-coated finish. Fixture and light source will contain no mercury or lead and present no environmental disposal issues. The electrical connection shall be with weather resistant plugs to simplify installation, eliminate reverse wiring, and prevent exposure to corrosion.

The fixture shall exhibit the following characteristics:

Type: Die cast corrosion resistant aluminum style fixture
Finish: Electrostatic powder-coated finish
Fixture Enclosure: Water tight, sealed, dust and insect free
Lens: Swag glass lens
Intrusion Protection

C. Light Source (LED Light Emitting Diode)

The light source shall be solid-state strip LED (light emitting diode) with digital driver. 100,000 hour rated lamp life, 30 watt LED, 78 lumens per watt out of fixture at rated power.

“PURCHASE AND INSTALLATION OF SOLAR POWERED LIGHTS FOR TOWER
ROAD PARK CRC”

RFB NO. 2008-388-00-00-otm

LED's should be multi-junction strip type LED's – 4 strips per quad, and 48 LED's per strip for a total of 192 LED's per quad. **Each fixture shall have one quad for a total of 192 LED's.** LED's mount directly to heat sinking plate. Reflector system captures light emitted from the LED and directs the target area. No lens losses from the LED packaging. Reflector coated to prevent degradation of reflective surface. 50G shock rating.

The light source (LED) shall exhibit the following characteristics:

Type: Strip LED with digital driver

Rated lamp life: 100,000 hours

Lamp Lumens: 78 lumens per watt at rated power

LED: LED 30 watt, 5100 Kelvin 50,000 hour guaranteed lamp life

Heat Removal: LED's mounted directly to heat sinking plate

Reflector: Reflector system captures light emitted from the LED and directs to the targeted area

Shock Rating: 50 G's

Environmental: Contains no mercury or lead

LED Drive: Electronic driver

Capacitors: No electrolytic capacitors shall be used Power Management shall conserve battery power in times of extended inclement weather

D. Controller

The controller is a microprocessor based charge controller designed exclusively for the running of solar lighting applications. Controller will feature automatic charge termination for batteries. Low voltage disconnect set to extend battery life. Built in test routines for checking the installation of solar lighting system. Pulse width modulation charging algorithm. Controller autosenses system voltage. Weatherproof connectors. Circuit protected with UL approved weather sealing. Charge current rating of 20 amps.

“PURCHASE AND INSTALLATION OF SOLAR POWERED LIGHTS FOR TOWER
ROAD PARK CRC”

RFB NO. 2008-388-00-00-otm

Controller shall be located inside the battery box. Controller shall be factory pre-set for 4/2 split for a total of 6 hours runtime each day.

Charge/Load Controller shall exhibit the following characteristics:

Method of charge:	Pulse width modulation charging algorithm
LVD Disconnect:	Set to extend battery life
Test routines:	Built in for checking installation of solar lighting system
Connectors:	Weatherproof connectors
Location:	Controller located inside battery box
Run time:	Factory pre-set for 4/2 split for a total of 6 hours runtime each day.

E. Battery and Battery Enclosure

Battery shall be of sealed valve, regulated gel type, requiring no maintenance, air shippable, capable of 1300 minimum cycles to 30% depth of discharge, and rated for 99 amp hours at the 100 hour rate. 10 days autonomy (battery reserve) for all weather conditions. The wire harness shall include a weather resistant ATO fuse holder and plug to eliminate system failure due to corrosion, and accommodate quick/easy installation.

The battery enclosure shall be aluminum, vented and shaded by solar array with access door loaded from front. Battery enclosure houses battery and controller. Entire unit shaded by the panels to avoid heat. Mounted high on the pole, avoids vandalism.

The battery shall exhibit the following characteristics:

Type: Sealed valve regulated gel

Voltage: 12 volts each

Location of Box: High on pole, under panels, avoids heat and vandalism

**“PURCHASE AND INSTALLATION OF SOLAR POWERED LIGHTS FOR TOWER
ROAD PARK CRC”**

RFB NO. 2008-388-00-00-otm

Enclosure: Aluminum vented

Access Door: Loaded from front

Battery Reserve: 10 days

Power Management: Protects battery life in periods of bad weather

Regular Maintenance: None

F. Brackets and Arms

The support frame is constructed of tubular extruded aluminum. The fixture support arm is constructed of aluminum tube. All hardware is stainless steel. The overall Effective Projected Area of the entire system including luminaire shall not exceed 14.87 square feet and total weight of 275 pounds.

Solar Array Support Frame: Side of pole

Angle of Tile: 45 degrees

Fixture Support Arm: 2 and 6 foot aluminum

Material: Aluminum

Hardware: Stainless Steel

G. Pole

Standard stainless steel or aluminum pole to be provided and installed

H. Wire Connections

All wire connections shall be with weather resistant plugs, keyed to make installation quick and easy and to eliminate failure due to corrosion and incorrect wiring.

“PURCHASE AND INSTALLATION OF SOLAR POWERED LIGHTS FOR TOWER
ROAD PARK CRC”

RFB NO. 2008-388-00-00-otm

I. Warranties

Solar Panel:	25 years
Aluminum Panel Backing:	20 years
Aluminum Arm:	20 years
Aluminum Bracket:	20 years
Aluminum Pole:	20 years
Battery Box:	20 years
Reflector:	10 years
Luminaire:	5 years
Battery:	5 years
Controller:	5 years
LED Lamps:	5 years

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Interlocal Cooperation Act

Agreement Between the State and Precinct 2

Recitals

Whereas, the Hidalgo County Precinct 2 and the Comptroller of Public Accounts, State Energy Conservation Office, will enter into an Agreement to provide for the administration and facilitation of the Hidalgo County Precinct 2's _____ Program; and

Whereas, Chapter 403 and Section 2305.033, Texas Government Code, authorize the Comptroller and State Energy Conservation Office (Comptroller or SECO) to enter into contracts and provide for the administration and activities of the Hidalgo County Precinct 2 _____ Program; and

Whereas, Section 791.011, Texas Government Code, authorizes agreements between agencies and entities of the state and local entities, including the Hidalgo County Precinct 2; and

Whereas, on _____ 2008, the Hidalgo County Precinct 2 adopted a resolution in favor of the administration and other activities associated with the Hidalgo County Precinct 2 _____ Program, as more fully set forth in Attachment A, "Statement of Services," to this Agreement. Under this Agreement, the Hidalgo County Precinct 2 shall provide all personnel, equipment, materials, services, and other services as more fully set forth in Attachment A; and

Whereas, Comptroller agrees to pay to the Hidalgo County Precinct 2 in return for the performance of the services as set forth in Attachment A, the total cost of the services not to exceed \$100,000.00, as more fully detailed in Attachment B, "Budget" to this Agreement; and

Whereas, the foregoing amount fairly, reasonably, and adequately compensates the Hidalgo County Precinct 2 for all personnel, services, materials, and other expenses, provided to Comptroller and the Hidalgo County Precinct 2 _____ Program under this Agreement,

Now, Therefore, in consideration of all of the foregoing, the parties hereby agree as follows:

I. Parties

This Interlocal Agreement ("Agreement") is made and entered into by the following parties:

The Agency: Comptroller of Public Accounts, ("Agency")
(Receiving Agency) State Energy Conservation Office
LBJ State Office Building
111 E. 17th Street, Room 1114
Austin, Texas 78774-0100

The Contractor: Hidalgo County Precinct 2, ("Contractor")
(Performing Agency) 301 E. State Street
Pharr, TX 78577

II. Authority

This Agreement is entered into pursuant to the Oil Overcharge Restitutionary Act, Chapter 2305, Texas Government Code; the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and the State of

Texas Oil Overcharge Funds Disbursement Plan. Funding of this program is provided by Exxon Oil Overcharge Funds and/or Federal Funds received from the United States Department of Energy.

III. Services

Contractor shall provide all of the services described in Attachment A to this Agreement, which is attached hereto and incorporated herein for all purposes. In addition, Contractor shall provide all services reasonably related to those specified in Attachment A.

Contractor shall retain full control over the personnel, equipment, supplies, and other items Contractor selects as necessary to provide all of the services described in Attachment A.

Contractor shall submit such records, information, and reports in such form and at such times as may be required by Agency; these reports shall include, but are not limited to, the reports specified in Attachment A.

IV. Payments

Total payments to Contractor under this Agreement shall not exceed One Hundred Thousand Dollars and No Cents (\$100,000.00). Contractor's payments under this Agreement are limited to reimbursements of authorized costs and out-of-pocket expenses incurred pursuant to the budget provided in Attachment B, which is attached hereto and incorporated herein for all purposes. No other amounts shall be paid. Contractor shall submit each request for payment by submitting a detailed invoice to Agency, listing expenses by budget categories. Contractor shall submit invoices that are fully supported by receipts and such other documentation; Agency reserves the right, in its sole discretion, to withhold payment of invoices for which Contractor does not submit documentation acceptable to Agency. Contractor shall submit invoices no more often than monthly or at the discretion of Agency for services performed and costs incurred. All invoices for payment and reimbursement under this agreement must be received by Agency not later than sixty (60) days from the incurrence of the expense by Contractor. Failure by Contractor to comply with the foregoing requirement may act to reduce the liability of Agency to the sum of requests for payment received by the foregoing deadline referenced above. Contractor shall submit performance reports as required by Attachment A.

Contractor shall be reimbursed for authorized travel under this Agreement only if travel is a budget category in Attachment B. If travel is included in Attachment B and subject to the above-referenced sixty (60) day deadline, Contractor shall be reimbursed for reasonable out-of-pocket travel expenses at rates not to exceed the approved Texas Comptroller of Public Accounts employee rates.

Contractor shall not purchase any equipment or computer software for its performance under this Agreement without prior written approval from Agency. For this purpose, equipment is defined as tangible personal property having a useful life of more than one (1) year and an acquisition cost of five hundred dollars (\$500.00) or more per unit. Title to and control over equipment or license of any software so purchased for Contractor's performance under this Agreement shall remain with Contractor so long as it is being used for the purpose for which it was intended under the terms of this Agreement.

Agency reserves the right, in its sole discretion, to authorize revisions to budgeted amounts to provide for flexibility within budget categories. Agency must give prior approval of all such revisions through its execution of a written amendment to this Agreement.

V. Inspection, Monitoring and Records

Contractor shall permit Agency to inspect and shall make available to Agency for inspection any and all pertinent records, files, information and other written material pertaining to the operation of programs and expenditure of funds under this Agreement. This information includes, but is not limited to, all information maintained by Contractor or any of its subcontractors. Contractor shall maintain, keep and preserve at its principal office all such records for a period of four (4) years and make the same available to Agency, other

state or federal agencies for auditing or other purposes authorized by applicable federal or state law or guidelines. Agency may also carry out monitoring and evaluation activities to ensure Contractor's compliance with the programs that are the subject of this Agreement and to make available copies of all financial audits and related management letters of Contractor and any subcontractors as required under any applicable federal or state law or guidelines.

Contractor shall also comply with the inspection, monitoring and records requirements described in Attachment A.

VI. Termination

Agency may terminate this Agreement by delivering written notice of the termination to Contractor at least thirty (30) days prior to the effective date of termination specified in the notice.

Upon receipt of notice of termination from Agency, Contractor shall have thirty (30) days in which to complete projects which have been substantially performed. Upon receipt of such notice, Contractor shall cancel, withdraw or otherwise terminate any outstanding orders or subcontracts of this Agreement as of the effective date of such termination and shall otherwise cease to incur any costs. Agency shall have no liability for costs incurred after such termination date.

VII. Indemnification

To the extent permitted under the Constitution and laws of the State of Texas, Contractor shall indemnify, save and hold harmless Agency, its officers, agents, representatives and employees, and the State of Texas, its officers, agents, representatives and employees, from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the negligent acts of Contractor or its officers, agents, representatives or employees, in the execution or performance of this Agreement.

VIII. Subcontracting

Contractor may subcontract for services to be provided under this Agreement with Agency's prior written approval of each such subcontract and subcontractor. Contractor, in subcontracting any of its performance hereunder, shall legally bind subcontractors to perform and make such subcontractors subject to all the duties, requirements, and obligations of Contractor under this Agreement. Contractor shall be jointly and severally liable for all performances under this Agreement, including, but not limited to, the performance of its subcontractors to the extent permitted under the Constitution and laws of the State of Texas.

Contractor represents and warrants that it has obtained all necessary permits, licenses, easements, waivers and permissions of whatsoever kind required for its performance and the performance of its subcontractors under this Agreement. In no event shall any provision of this Paragraph, including, but not limited to, the requirement that Contractor obtain the prior approval of Agency on Contractor's subcontracts, be construed as relieving Contractor of the responsibility for ensuring that all services rendered under its subcontracts comply with all the terms and provisions of this Agreement as if they were rendered by Contractor. Contractor shall furnish Agency with copies of all proposed subcontracts and all proposed amendments, assignments, cancellations or terminations of said subcontracts no later than thirty (30) days prior to the proposed effective date of such contracts, amendments, assignments, cancellations or terminations; provided, however, that this thirty (30) day period may be shortened by written agreement of the parties.

IX. Amendments

This Agreement may only be amended upon the written agreement of the parties by executing an amendment to this Agreement; however, Agency may unilaterally amend this Agreement as provided in Paragraph XVIII.

X. Incorporation of Attachments; Incorporation by Reference

All of the following attachments are attached hereto and incorporated into this Agreement for all purposes:

Attachment A:	Statement of Services To Be Performed
Attachment B:	Budget
Attachment C-1:	DOE Assurance of Compliance, as completed by Contractor
Attachment C-2:	DOE Assurance of Compliance, as completed by each subcontractor
Attachment D:	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, as completed by Contractor
Attachment E:	Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, as completed by Contractor
Attachment F:	Disclosure of Lobbying Activities, as completed by Contractor
Attachment G:	Assurances -- Non-Construction Programs, as completed by Contractor
Attachment H:	Intellectual Property Provisions, as completed by Contractor
Attachment I:	Nondisclosure Agreement, as completed by Contractor

Contractor represents and warrants that it completed and provided the following Attachments to Agency prior to executing this Agreement: C-1, D, E, F, G, H and I. In addition, Contractor represents and warrants that each of its subcontractors will complete and provide an Attachment C-2 to Contractor and Agency prior to Contractor executing this Agreement.

All applicable rules, regulations and all other requirements imposed by law, including, but not limited to, those pertinent rules and regulations of the State of Texas and those of federal agencies providing funds to the State of Texas are incorporated into this Agreement by reference as if specifically written herein.

XI. Funding

Agency's performance of its obligations under this Agreement is contingent upon and subject to availability of and actual receipt by Agency of sufficient and adequate funds from the sources contemplated by this Agreement. This Agreement is subject to immediate cancellation or termination, without penalty to Agency or the State of Texas, subject to the availability and receipt of these funds. In addition, Agency is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature. If Agency becomes subject to a legislative change, revocation of statutory authority or lack of funds that would render the services to be provided under this Agreement impossible or unnecessary, Agency may terminate this Agreement without penalty to Agency or the State of Texas. In the event of a termination or cancellation under this Paragraph, Agency shall not be required to give notice and shall not be liable for damages or losses caused or associated with such termination or cancellation.

XII. Term of Agreement

The term of this Agreement shall be upon signature by Agency until August 31, 2009 unless terminated earlier in accordance with other provisions of this Agreement. The provisions of the following shall survive the termination or expiration of this Agreement: Paragraphs V, VII, XV, XVI, XVII; Sections 19.2, 19.3, 19.6; and Attachments C-1, C-2, G, H and I.

XIII. Force Majeure

Except as otherwise provided, neither Contractor nor Agency shall be liable to the other for any delay in, or failure of performance, of any requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of

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delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure or otherwise waive this right as a defense.

XIV. Assignment

Without the prior written consent of Agency, Contractor may not transfer or assign any rights or duties under or any interest in this Agreement.

XV. Property Rights

For the purposes of this Agreement, the term "Work" is defined as all reports, work papers, work products, materials, approaches, designs, specification, systems, documentation, methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under this Agreement. Agency and Contractor intend this Agreement to be a contract for services and each considers the Work and any and all documentation or other products and results of the services rendered by Contractor to be work made for hire. Contractor acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of Agency.

If for any reason the Work would not be considered work-for-hire under applicable law, Contractor does hereby sell, assign, and transfer to Agency, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, and incorporating the Work, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Contractor agrees to execute all papers and to perform such other property rights as Agency may deem necessary to secure for Agency or its designee the rights herein assigned.

Contractor and Contractor's employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of these services or any other property of Agency.

No later than the first calendar day after the termination or expiration of this Agreement or at Agency's request, Contractor shall deliver to Agency all completed, or partially completed, Work and any and all documentation or other products and results of these services. Failure to timely deliver such Work and any and all documentation or other products and results of services shall be considered a material breach of this Agreement. Contractor shall not make or retain any copies of the Work or any and all documentation or other products and results of the services without the prior written consent of Agency.

In the event of any conflicting provisions between this Paragraph and Attachment H, Attachment H shall control.

XVI. Severability Clause

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

XVII. Dispute Resolution Process

Chapter 2260 of the Texas Government Code (“Chapter 2260”) prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, Agency has adopted rules under Chapter 2260, codified at 34 Texas Administrative Code §§1.360 – 1.387, and may adopt revisions to these rules throughout the term of this Agreement, including any extensions. Contractor shall comply with such rules.

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Agency and Contractor to attempt to resolve any claim for breach of contract made by Contractor under this Agreement:

- (A) Contractor’s claim for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by Chapter 2260, to the Deputy Comptroller or his or her designee. Said notice shall also be given to all other representatives of Agency and Contractor otherwise entitled to notice under this Agreement. Compliance by Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- (B) The contested case process provided in Chapter 2260 is Contractor’s sole and exclusive process for seeking a remedy for an alleged breach of contract by Agency if the parties are unable to resolve their disputes under subparagraph (A) of this Section.
- (C) Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practice and Remedies Code. Neither the execution of this Agreement by Agency nor any other conduct of any representative of Agency relating to this Agreement shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under this Agreement, the following shall apply:

Should a dispute arise out of this Agreement, Agency and Contractor shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties’ attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by Agency and Contractor within fifteen (15) days after written notice by one of them demanding mediation under this Section. Contractor shall pay all costs of the mediation unless Agency, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, Agency and Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that Agency and Contractor shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. Agency’s participation in or the results of any mediation or another non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by Agency of (1) any rights, privileges, defenses, remedies or immunities available to Agency as an agency of the State of Texas or otherwise available to Agency; (2) Agency’s termination rights; or (3) other termination provisions or expiration dates of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, Contractor shall continue performance and shall not be excused from performance during the period any breach of Contract claim or dispute is pending under either of the above processes; however, Contractor may suspend performance during the pendency of such claim or dispute if Contractor has complied with all provisions of §2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

XVIII. Applicable Law and Conforming Amendments

Contractor shall comply with all laws, regulations, requirements and guidelines applicable to a contractor providing services to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. Agency reserves the right, in its sole discretion, to unilaterally amend this Agreement prior to award and throughout the term of this Agreement to incorporate any modifications necessary for Agency's or Contractor's compliance with all applicable state and federal laws, regulations, requirements and guidelines. Based upon revisions to OMB Circular A-133, subrecipients (Contractors) expending \$500,000 or more in total Federal funds during their fiscal year shall obtain an A-133 audit. Other than this provision, this Agreement may only be amended by the written agreement of the parties.

XIX. Additional Provisions

19.1 Time Limits

Time is of the essence in the performance of this Agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

19.2 No Waiver

This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Agency as an agency of the State of Texas or otherwise available to Agency. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Agency under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Agency does not waive any privileges, rights, defenses, remedies or immunities available to Agency as an agency of the State of Texas, or otherwise available to Agency, by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement. **The modification of any privileges, rights, defenses, remedies, or immunities available to Agency must be in writing, must reference this section, and must be signed by Agency to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to Agency shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this Agreement or under applicable law.**

19.3 No Liability Upon Termination

If this Agreement is terminated for any reason, the parties and the State of Texas shall not be liable for any damages, claims, losses, expenses, costs or any other amounts arising from or related to any such termination.

19.4 Limitation on Authority; No Other Obligations

Contractor shall have no authority to act for or on behalf of Agency or the State of Texas except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. Contractor may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Agency.

19.5 No Other Benefits

Contractor shall have no exclusive rights or benefits other than those set forth herein.

19.6 Supporting Documents; Right to Audit; Independent Audits

Contractor shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable Agency and State of Texas requirements. Contractor shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable

periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by Agency, the State of Texas or their authorized representatives. Contractor shall cooperate with auditors and other authorized Agency and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by Agency or the State of Texas. By example and not as an exclusion to other breaches or failures, Contractor's failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize Agency to immediately assess liquidated damages for such failure. For purposes of this Section, the "State's property" includes, but is not limited to, "Work" as defined in this Agreement. Agency may require, at Contractor's sole cost and expense, independent audits by a qualified certified public accounting firm of Contractor's books and records or the State's property. The independent auditor shall provide Agency with a copy of such audit at the same time it is provided to Contractor. Agency retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Agreement. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the Contractor or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by the Contractor or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Consultant or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Agreement may be amended unilaterally by the Comptroller to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.003. Under procedures provided by the state auditor on September 5, 2003, in addition to the above: (1) the Contractor understands that the acceptance of funds under this Agreement acts as acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds; (2) the Contractor further agrees to cooperate fully with the state auditor in the conduct of the audit or investigation, including providing all records requested; (3) the Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards; and (4) the state auditor shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Contractor relating to this Agreement.

19.7 Debts or Delinquencies to State

Contractor acknowledges and agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under or related to this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes Contractor owes the State of Texas until the debt or delinquent taxes are paid in full. These provisions are effective at any time Contractor owes any such debt or delinquency. Contractor shall comply with rules adopted by the Comptroller under §§403.055, 403.0551, 2252.903, Texas Government Code, and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

XX. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Agreement on behalf of the respective parties.

XXI. Merger

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by both parties.

DRAFT

AGENCY:

Comptroller of Public Accounts

By _____

Martin A. Hubert
Deputy Comptroller

Date _____

CONTRACTOR:

Hidalgo County Precinct 2

By _____

Date _____

ATTACHMENT A Contract No. _____

STATEMENT OF SERVICES TO BE PERFORMED

- A. Contractor shall perform all of the services described in this Attachment A, or otherwise required by this Agreement, ("services"). These services include, but are not limited to, the furnishing of all personnel and the procurement of all equipment, supplies, and other items necessary to provide those services in compliance with this Agreement. Contractor shall provide all services in accordance with the Standards of Performance established by Agency for these services. Contractor shall review and implement Agency recommendations, as Agency adopts them from time to time, so that the services may be expeditiously and satisfactorily completed. Contractor shall meet with Agency at such times as Agency may reasonably request to discuss the progress of services and any other matters that may arise in regard to this Agreement.
- B. Contractor shall provide all of the following services:
 - 1. Purchase and install solar lighting fixtures around the south Tower multi use facility
 - 2. Document the solar energy installation process and include it in community outreach.
 - 3. Provide energy efficiency and renewable energy education outreach and materials.

ATTACHMENT A (continued) Contract No. _____

STATEMENT OF SERVICES TO BE PERFORMED

- C. Contractor shall provide the following services during the period of this Agreement and all services reasonably related to them. Agency may request additional records, information or reports related to the services hereinafter described and funded by Agency pursuant to Attachment B. These services are as follows:

The minimum deliverables are summarized in the following chart:

Deliverables and Milestones		Schedule
1.	Design, purchase and Install solar energy lighting systems at soth Tower facility.	September - December 2008
2.	Document the installation and use it as educational outreach to the community.	Ongoing

ATTACHMENT B Contract No. _____

BUDGET

<u>Benefits</u>	\$ 0.00
<u>Engineering Services</u>	\$ 0.00
<u>Equipment</u> ¹	\$100,000.00
<u>Indirect Costs</u>	\$ 0.00
<u>Other Direct Operating Expenses</u>	\$ 0.00
<u>Personnel</u> ²	\$ 0.00
<u>Professional Services</u>	\$ 0.00
<u>Salaries</u>	\$ 0.00
<u>Subcontract</u>	\$ 0.00
<u>Supplies and Materials</u>	\$ 0.00
<u>Travel</u> ³	\$ 0.00
Airfare, per diem, mileage, and other direct travel expenses	
<u>Total Direct Costs</u>	<u>\$100,000.00</u>
<u>Contractor Provided Match</u>	\$ 0.00

¹ Contractor shall not purchase any equipment or computer software for its performance under this Agreement without prior written approval from Agency. For this purpose, equipment is defined as tangible personal property having a useful life of more than one year and an acquisition cost of five hundred dollars (\$500.00) or more per unit. Title to and control over equipment or license of any software so purchased for Contractor's performance under this Agreement shall remain with Contractor so long as it is being used for the purpose for which it was intended under the terms of this Agreement.

² Humberto Garza, Chief Administrator, shall be Project Director for this project and shall be responsible for the overall supervision and conduct of the project on behalf of Contractor. Any Change of Project Director shall be subject to the prior written approval of Agency.

³ Out-of-state travel requires prior written approval of Agency. All actual, reasonable travel expenses will be reimbursed at state authorized rates.

ATTACHMENT C-1 Contract No. _____

DOE F 1600.5
(06-94)
All Other Editions Are Obsolete

OMB Control No.
1910-0400

U.S. DEPARTMENT OF ENERGY
Assurance of Compliance
Nondiscrimination in State Assisted Programs

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422-GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Hidalgo County Precinct 2 (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1977 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including

use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

Designated Responsible Employee

Humberto Garza, Chief Administrator

(956) 787-1891

Name and Title (Printed or Typed)

Telephone Number

Signature

Date

Contractor

Hidalgo County Precinct 2

(956) 787-1891

Name of Organization

Telephone Number

301 E. State Street Pharr, TX 78577

Address

Authorized Official:

(956) 787-1891

Name and Title (Printed or Typed)

Telephone Number

Signature

Date

U.S. DEPARTMENT OF ENERGY
Assurance of Compliance
Nondiscrimination in State Assisted Programs

OMB Burden Disclosure Statement

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Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including

use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

Designated Responsible Employee

Name and Title (Printed or Typed)

Telephone Number

Signature

Date

Contractor

Name of Organization

Telephone Number

Address

Authorized Official:

Name and Title (Printed or Typed)

Telephone Number

Signature

Date

ATTACHMENT D Contract No. _____
Certification Regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion-Lower Tier Covered Transactions

Instructions for Certification

1. The prospective lower tier participant is required to sign the attached certification.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principle," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Hidalgo County Precinct 2

Organization Name

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT E Contract No. _____
**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to

file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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 (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)

(1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing, of his or her conviction for a violation of criminal drug statute occurring in the work-place not later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to energy grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate actions against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act 9f 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance:

(Street address, city, county, state, zip code)

☐ Check if there are workplaces on file that are not identified here.

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

- (1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substances in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

4. LOBBYING DISCLOSURE ACT OF 1995, SIMPSON-CRAIG AMENDMENT

Applicant organization which are described in section 501 (c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, shall not be eligible for the receipt of Federal funds constituting an award, grant, or loan. Section 501(c)(4) of the Internal Revenue Code of 1986 covers:

Civic leagues or organizations not organized for profit but operated exclusively for the promotion of social welfare, or local associations of employees, the membership of which is limited to the employees of a designated persons or person in a particular municipality, and the net earning of which

are devoted exclusively to charitable, educational, or recreational purposes.

As set forth in the Lobbying Disclosure Act of 1995 (Public Law 104-65, December 19, 1995), as amended [{"Simpson-Craig Amendment," see Section 129 of The Balanced Budget Downpayment Act, I (Public Law 104-99, January 26, 1996)], lobbying activities is defined broadly. (See section 3 of the Act.)

The undersigned certifies, to the best of his or her knowledge and belief, that: it IS NOT an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986: OR that it IS an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986, which, after December 31, 1995, HAS NOT engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Hidalgo County Precinct 2

Name of Applicant

Pre/Award Number and/or Project Name

Printed Name and Title of Authorized Representative

Signature

Date

ATTACHMENT G Contract No. _____
ASSURANCES -- NON-CONSTRUCTION PROGRAMS
OMB Approval No. 0348-0040

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller, the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93- 234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469 a-1 et seq.)
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official

Title

Hidalgo County Precinct 2

Applicant Organization

Date Submitted

ATTACHMENT H Contract No. _____
Intellectual Property Provisions

AUTHORIZATION AND CONSENT (41 CFR 9-9.102-1)

The Government hereby gives its authorization and consent (without prejudice to any rights of indemnification) for all use and manufacture, in the performance of this grant or any part hereof or any amendment hereto or any subcontract hereunder (including all lower-tier subcontracts hereunder), of any invention described in and covered by a patent of the United States.

- (a) embodied in the structure or composition of any article, the delivery of which is accepted by the Government under this grant, or
- (b) utilized in the machinery, tools, or methods, the use of which necessarily results from compliance by the Grantee or the using subcontractor with
 - (i) specifications or written provisions now or hereafter forming a part of this grant, or
 - (ii) specific written instructions given by the Contracting Officer directing the manner of performance.

The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clauses, if any, included in this grant or any subcontract hereunder (including all lower-tier subcontracts hereunder), and the Government assumes liability for all other infringement to the extent of the authorization and consent herein above granted.

PATENT INDEMNITY (41 CFR 9-9.103-1)

If the amount of this contract is in excess of \$10,000 the contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent (except U.S. letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the Government) arising out of the manufacture or delivery of supplies or out of construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work. The foregoing indemnity shall not apply unless the contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to: (a) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the contractor; (b) an infringement resulting from addition to or change in, such supplies or components furnished or construction work performed which addition or change was made subsequent to delivery or performance by the contractor; or (c) a claimed infringement which is settled without the consent of the contractor, unless required by final decree of a court of competent jurisdiction.

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (41 CFR 9-9.104(b))

The provisions of this clause shall be applicable only if the amount of this grant exceeds \$10,000.

- (a) The Grantee shall report to the Contracting Officer, promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this grant of which the Grantee has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this grant or out of the use of any supplies furnished or work or services performed hereunder, the Grantee shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Grantee pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Grantee has agreed to indemnify the Government.
- (c) This clause shall be included in all contracts and subgrants under this grant.

REPORTING OF ROYALTIES (41 CFR 9-9.110)

If this grant is in an amount which exceeds \$10,000 and if any royalty payments are directly involved in the grant or are reflected in the grant price to the Government, the Grantee agrees to report in writing to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) during the performance of this grant and prior to its completion of final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this grant together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

RIGHTS IN TECHNICAL DATA (SHORT FORM)

(a) Definitions. The definitions of terms set forth in DEAR 927.401 apply to the extent these terms are used herein.

(b) Allocation of Rights.

(1) The Government shall have:

- (i) Unlimited rights in technical data first produced or specifically used in the performance of this grant;
- (ii) The right of the Contracting Officer or his representatives to inspect, at all reasonable times up to three years after final payment under this grant, all technical data first produced or specifically used in the grant (for which inspection the Grantee or its contractor or subgrantee shall afford proper facilities to DOE); and
- (iii) The right to have any technical data first produced or specifically used in the performance of this grant delivered to the Government as the Contracting Officer may from time-to-time direct during the progress of the work, or in any event as the Contracting Officer shall direct upon completion or termination of this grant.

(2) The Grantee shall have:

The right to use for its private purposes, subject to patent, security or other provisions of this grant, technical data it first produces in the performance of this grant provided the data requirements of this grant have been met as of the date of the private use of such data. The Grantee agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from DOE or a DOE contractor or subcontractor, the Grantee shall treat such data in accordance with any restrictive legend contained thereon, unless use is specially authorized by prior written approval of the Contracting Officer.

(c) Copyrighted Material.

(1) The Grantee agrees to, and does hereby grant to the Government, and to others acting on its behalf:

- (i) A royalty-free, nonexclusive, irrevocable, worldwide license for Governmental purposes to reproduce, distribute, display, and perform all copyrighted material first produced or composed in the performance of this grant by the Grantee, its employees or any individual or concern specifically employed or assigned to originate and prepare such material and to prepare derivative works based thereon; and
- (ii) A license as aforesaid under any and all copyrighted or copyrighted work not first produced or composed by the Grantee in the performance of this grant but which is incorporated in the material furnished under the grant, provided that such license shall be only to the extent the Grantee now has, or prior to completion or close-out of the grant, may acquire the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

- (2) The Grantee agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this grant without a license as provided for in subparagraph (c) (1) (ii) of this section, or without the consent of the copyright owner, unless it obtains specific written approval of the Contracting Officer for the inclusion of such copyrighted material.

RIGHTS TO PROPOSAL DATA (TECHNICAL) (48 CFR 52.227-23)

It is agreed that as a condition of award of this grant or modification and notwithstanding the conditions of any notice appearing on the proposal(s), the Government shall have the right to use, duplicate, and disclose and have others to do so for any purpose whatsoever, the technical data contained in the proposal(s) upon which the grant or modification is based.

Hidalgo County Precinct 2

Organization Name

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT I Contract No. _____

Nondisclosure Agreement

In consideration of the Comptroller retaining the services of Hidalgo County Precinct 2 (Contractor) and because of the sensitivity of certain information which may come under the care and control of Contractor, both parties agree that all information regarding Comptroller, or gathered, produced, or derived from or accessed as a result of the Agreement (Confidential Information) must remain confidential subject to release only by written permission of Comptroller, and more specifically agree as follows:

1. The Confidential Information may be used by Contractor only to assist Contractor in connection with its engagement with Comptroller.
2. Contractor shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as independent contractor to Comptroller.
3. Contractor shall maintain the confidentiality of any and all deliverables resulting from the Agreement in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Confidential Information may not be copied or reproduced without Comptroller's written consent.
5. All Confidential materials made available to Contractor, including copies thereof, must be returned to Comptroller upon the first to occur of; (a) completion of the project, or (b) request by Comptroller.
6. The foregoing must not prohibit or limit Contractor use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Contractor of this agreement.
7. This agreement shall become effective as of the date Confidential Information is first made available to Contractor and must survive the Agreement and be a continuing requirement.

The breach of this Nondisclosure Agreement by Contractor shall entitle Comptroller to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether Comptroller elects to terminate the Agreement upon the breach hereof, Comptroller may require Contractor to pay to Comptroller the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to Comptroller in the event of a breach hereof by Contractor. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

Hidalgo County Precinct 2
Organization Name

Name and Title of Authorized Representative

Signature

Date

AI-11615

16.D.2.

**Requesting authority to purchase One (1) New Tractor Backhoe Loader
CC REGULAR**

Date: 10/14/2008

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Requesting authority to purchase One (1) New Backhoe Tractor Loader, through Landmark Equipment Company, through the County's participation/membership with HGAC Buy (Houston-Galveston Area Council) (HGAC-Buy Contract No EM06-07) for a total amount of \$70,889.00 which includes delivery charges, etc.- Project No 2008-404-10-14-SMA

BACKGROUND

See attachment(s) for funding, HGAC purchase quote information.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1202-431-00-122-006-0-742

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding is pending a transfer (AI-11566) in the amount of \$72,000.00.

Attachments

Link: [hgac quote-loader tractor](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/08/2008 11:07 AM	APRV
2	Budget & Management	Veronica Lopez	10/08/2008 11:07 AM	APRV
3	Dale Kennan	Dale Kennan	10/08/2008 03:54 PM	APRV
4	Auditor's Office	Linda Fong	10/10/2008 02:54 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 03:04 PM	APRV

Form Started By: Darlene Betancourt
Started On: 10/07/2008 04:59 PM
Final Approval Date: 10/10/2008



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract
No.:

EM06-07

Date
Prepared:

OCT 1,2008

*This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548.
Please type or print legibly.*

Buying Agency:	HIDALGO COUNTY PCT 2	Contractor:	LANDMARK EQUIPMENT CO
Contact Person:	DARLENE H. BETANCOURT	Prepared By:	RAY WATKINS
Phone:	956-292-7000 X 4852	Phone:	972-579-9999
Fax:	956-292-7612	Fax:	972-579-7871
Email:	darlene.betancourt@co.hidalgo.tx.us	Email:	ray.watkins@landmarkeq.com

Product Code:	F024	Description:	NEW HOLLAND B110B ROPS 4WD STANDARD EQ.

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	55950

B. Published Options - Itemize below - Attach additional sheet 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
FACTORY CAB WAC/HEAT	\$8,400.00	FREE TWO YEAR 2000 HOURS POWER TRAIN	
FOUR WHEEL DRIVE SYSTEM	INCLUDED	WARRANTY	
EXTENDEND AHOE	\$4,925.00		
HEAVY DUTY FRONT WEIGHT	\$689.00		
FILP OVER PADS	\$0.00	B110BMB310/435/028/205/506	
18" DIRT BUCKET	\$825.00	FACTORY ORDER	
	\$0.00		
	\$0.00		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	14839

C. Unpublished Options - Itemize below - Attach additional sheet if necessary

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		
	\$0.00		
		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. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	70789	=	Subtotal D:	70789

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
MAKE READY /FACTORY FREIGHT	\$1,100.00		
IF PURCHASED BY NOV 15,2008 SPECIAL DISC.	(\$1,000.00)		
		Subtotal E:	100

Delivery Date:	120-150 DAYS	F. Total Purchase Price (D+E):	70889

B110B

Model B110B Tractor-Loader Backhoe

STANDARD EQUIPMENT

DIESEL ENGINE (Tier III)

110 SAE Gross hp
105 SAE Net hp (108 hp w/ air conditioning viscous fan)
4.5 L (273 cu in) New Holland
Turbocharged - Charge Air Cooled
4 Cylinder
Dry Dual Element Air Cleaner
Fuel Filter w/Water Separator
10 Micron Paper Filter
Key Operated Fuel Shutoff
Standard Black Exhaust Pipe
Standard Air Precleaner with
Cap Type Cover

INSTRUMENTS

Analog Instrumentation
Gauges
Coolant Temperature with audible alarm
Fuel Level
Tachometer and Engine Hour Meter
Warning Lights
Air Filter Restriction
Alternator
Brake Oil Level
Engine Oil Pressure with audible alarm
Parking Brake with audible alarm
Torque Converter Temperature
Transmission Oil Pressure

ELECTRICAL

12-volt System
90 amp High Capacity Alternator
Dual Wet Batteries
Sealed Fuseblock Compartment
Water Resistant Main Fuseblock

HYDRAULIC SYSTEM

Open Center Design
Tandem Pump - 160 L/min (42 gpm)
Relief Valve Protection
O Ring Face Seal Fittings

TRANSMISSION

4 Forward/4 Reverse Speeds
Fully Synchronized Gearbox
Electric Power Shuttle
Torque Converter
Electric Disconnect

LIGHTING

8 Halogen Worklights
Stop and Turn Signals
Four-Way Safety Flashers

FRONT AXLE

74 in. Tread Width
8-bolt Wheel Hub
Hydrostatic Power Steering with priority
Integrated Steering Cylinder
2WD: Cast Construction
FWD: FWD Center Drive with Electrical
Engage and Indicator Light
Outboard Planetary Final Drive

REAR AXLE/BRAKES

68 in. Fixed Tread Width
Internal Planetary Final Drive
Multi-Plate Hydraulic, Self-Adjusting,
Self-Equalizing Wet Disc Brakes
Independent Hand Brake
Differential Lock (mechanically actuated)

OPERATOR STATION

Cab / Canopy
Flat Deck
Dual Side Entry
Fixed Steering Column
Rear Fenders
Hand and Foot Throttle
Right-Hand Instrument Console
Rearview Mirror - Interior
Suspension Seat with 2" Retractable Seat
Belt
38,550 BTU Heater - 3 Speed Fan (Cab)
Retractable Sun Shade (Cab)

LOADER

Straight Loader Arms
Single Lever Control with Transmission
Disconnect Button
4-Bar Bucket Linkage
Bucket Level Indicator
Return-to-Dig Feature
Dual Lift and Bucket Cylinders
Hydromechanical Self-Leveling
Heavy Duty 1.3 Cu. Yd. Bucket with
Bolt-on Cutting Edge

BACKHOE

Includes: Curved Boom, Center Pivot Swing Post,
Boom Cylinder and Dipper Cylinder
2-Lever Backhoe Controls (SAE Pattern)
Reversible Stabilizer Pads
Front Counterweight (282 Lbs)
Backhoe Bucket Not Included

SAFETY AND SECURITY

4-Post ROPS/FOPS
Lockable Compartments for:
Engine, Hydraulic System, Battery
and Tool Storage
Lockable Fuel Cap
Battery Disconnect Switch
(inside operator compartment)
2" Retractable Seat Belt
Horn
Backup Alarm

WARRANTY

New Holland Construction
Warranty Applies

SHIPPING POINT

Port of Entry

DH & D CHARGE GROUP

06 B-L



B110B

Model B110B Tractor-Loader Backhoe

FOUR WHEEL DRIVE - PACKAGED TRACTORS

B10BMB3101	B110 with Cab, Hydraulically Extendable Dipper (HED)		
28 Tire option	14 X 17.5, 8 PR, FWD	Front	
	16.9 X 28, 10 PR, R4	Rear	
205 742646000	Air Conditioning		
435 742292000	Heavy Front Counterweight - 1118 lbs. (Required for all Hydraulically Extendable Dippers [HED])		
506 728516000	18 in Hi Capacity HD Long Lip Bucket (5 6 cu ft w/4 teeth)		

AI-11686

16.D.3.

Hidalgo County Precinct No. 2 -South Tower CRC/Park Pending Construction Items

CC REGULAR

Date: 10/14/2008

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Presentation for dicussion, consideration and approval to seek proposals from:

a. Job order contractors and/or construction services awarded vendors (through the County's membership/participation with state, cooperative purchasing programs or interlocals) for the provision of construction labor and materials to include installation of County aquired play ground equipment and any other accessories as may be needed for: Precinct No. 2 -South Tower Road CRC/Park pending Construction items with and plans specifications to be developed and drafted by project architect, V-A Architecture. (project #08-407), or in the alternate;

b. advertise sealed bids with local contractors for the provision of construction labor and materials to include installation of County aquired play ground equipment and any other accessories as may be needed for: Precinct No. 2 -South Tower Road CRC/Park pending Construction items with and plans specifications to be developed and drafted by project architect, V-A Architecture. (project #08-407).

BACKGROUND

South Tower Park Pending for Bids

Item Descriptions	Dimensions
Restroom Building/Facility	1,409 sq. feet
Pavilion Open	40' x 60'
Pre-engineered heavy timber pavilion with concrete slab	40'
Sidewalk	4,000 lf
Basketball Court	50' x 84'

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

As per Sergio Cruz, Budget Office, funding will be in place before we enter into a contract.

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Moises Salazar

Started On: 10/10/2008 03:07
PM

Final Approval Date: 10/10/2008

Moises Salazar

AI 11686

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, October 10, 2008 3:31 PM
To: moises.salazar@co.hidalgo.tx.us
Subject: FW: South Tower Road CRC/Park - Alamo

From: Humberto Garza [mailto:humberto.garza@co.hidalgo.tx.us]
Sent: Thursday, October 02, 2008 8:50 AM
To: Marty Salazar
Cc: 'charlie'; yoli.cisneros@co.hidalgo.tx.us
Subject: FW: South Tower Road CRC/Park - Alamo

Marty,

Please note that the Pre-engineered heavy timber pavilion with concrete slab item is needed in quantity of three (3).

Humberto

From: Humberto Garza [mailto:humberto.garza@co.hidalgo.tx.us]
Sent: Wednesday, October 01, 2008 3:30 PM
To: Marty Salazar (martha.salazar@co.hidalgo.tx.us)
Cc: 'yoli.cisneros@co.hidalgo.tx.us'; 'charlie'
Subject: South Tower Road CRC/Park - Alamo

Marty,

The Precinct is ready to initiate the procurement process for building/contracting services for the following items related to the South Tower Road CRC/Park in Alamo:

South Tower Park – Pending for Bids

Item	Descriptions/Dimensions
Restroom Building/Facility	1,409 sq. feet
Pavilion – Open	40' x 60'
Pre-engineered heavy timber pavilion with concrete slab	40'
Sidewalk	4,000 lf
Basketball Court	50' x 84'

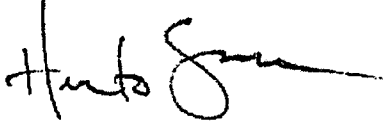
I would like to confer with you (or your office) on the matter so that we may proceed accordingly. It is my understanding that some of the services needed may already be available via a contracted county vendor. Otherwise, please review and advise.

I ask that you please contact me or Charlie Contreras from our office at your earliest leisure.

Your courteous and prompt response is appreciated.

10/10/2008

Humberto Garza



Chief Administrator
Hidalgo County Pct. 2
301 E. State Street
Pharr, Tx 78577
(956) 787-1891 office ext. 2021
(956) 787-4683 facsimile
(956) 457-3496 mobile phone

10/10/2008

AI-11689

16.D.4.

**Requesting Approval of Work Authorization 11 Supplemental No. 2
CC REGULAR**

Date: 10/14/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Requesting approval of Supplemental Agreement No. 2 to Work Authorization No. 11 for current contract with R. Gutierrez Engineering for the Hurricane Dolly assessment on county road, bridge and/or drainage facilities, to reflect a \$10,000.00 increase to the total project estimated cost, bringing the total estimated project cost to \$40,000.00.

C-07-358-09-04

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-115-072-0334

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$30,000.00 as of 10-8-08. additional funding is pending transfer (AI11639) in the amount of \$10,000.00

Attachments

Link: Work Authorization
No. 11 Supplemental 2

Form Routing/Status

Form Started By: Rocio
Villarreal

Started On: 10/10/2008 04:10
PM

Final Approval Date: 10/10/2008

R. Gutierrez Engineering Corporation

October 1, 2008

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Proposed Supplemental Agreement No. 2 – Hurricane Dolly Damage Assessment
Project No. ENG07.032k

Dear Commissioner Palacios:

We have been working with the County's FEMA consultant to provide them with data needed by FEMA to allow Hidalgo County Pct 2 to apply for reimbursement of expenditures required to make repairs to roads, bridges and drainage infrastructure damaged as a result of Hurricane Dolly and its related recovery activities. The original estimate to complete the work was \$20,000.00. We greatly underestimated the amount of field work, time and effort it would take to cover all the damaged roads within Precinct No. 2. We then estimated that we could complete the work for under \$30,000.00. Again, we underestimated the amount of work required in-house to prepare the maps and photos for the report. The report is broken down into 39 different projects. Each major county road (ie. Owassa Road) is a project and each individual subdivision (ie. South Tower Estates) is a project.

We have been asked to revise the individual maps we previously submitted to change the coordinate system to a latitude and longitude system. The conversion of the coordinates to latitude and longitude has to be done individually and takes several minutes to convert each one. There are more than one point with coordinates on each map. Therefore, it takes a few days to complete this work. The report contains 234 maps.

We are also being asked to prepare individual narratives to describe the damages and proposed repairs for each roadway or project. Each narrative will take several minutes to prepare. It will take between one and two days to prepare the narratives. The report contains 39 projects.

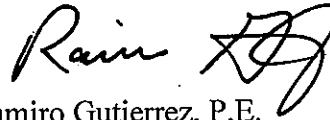
Our field crews worked approximately 3 weeks in the field. Our in-house technicians worked another 3 weeks preparing the maps. On top of that, it took approximately 4 weeks of clerical time to prepare the photographs and match them with the maps. The narrative for the report took a few hours. In addition to that, there was review time to go over the work and assure its accuracy.

I want to assure you that my underestimates of the work, time and effort to complete the work was because I did not want the work to get too large. We did our best to work efficiently and I believe we did work efficiently.

I am requesting a proposed Supplemental Agreement No. 2 to increase the maximum fee payable by \$10,000.00 under Work Authorization No. 11. This increase brings the total fee payable under this work authorization to \$40,000.00 and should cover the remaining work required to complete the task.

Enclosed are two original signature copies of the proposed Supplemental Agreement No. 2 to Work Authorization No. 11 of the 2007 Road & Bridge Contract. If this Supplemental Agreement No. 2 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

A handwritten signature in black ink, appearing to read "Ramiro" followed by a stylized monogram or set of initials.

Ramiro Gutierrez, P.E.
President

encl

cc: Humberto Garza, Chief Administrator
Files

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO. 2
TO WORK AUTHORIZATION NO. 11
Contract No. C-07-358-09-04**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 11 to Contract No. C-07-358-09-04, on the 12th day of August 2008, to provide Hurricane Dolly damage assessment on county road, bridge and/or drainage facilities. The facilities to be assessed may or may not belong to Hidalgo County. A list of the exact facilities to be worked on will be provided by the Owner at a later time. The work on this project is located within Hidalgo County, Texas, and is hereinafter referred to as the "Project";

WHEREAS, in Work Authorization No. 11, the estimated cost for services under the Work Authorization are not to exceed \$20,000.00, and in Supplemental Agreement No. 1 to Work Authorization No. 11, the estimated cost for services under the Work Authorization are not to exceed \$30,000.00, and it has now become necessary to revise the estimated cost;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 1 to Work Authorization No. 11 to Contract No. C-07-358-09-04 on the September 2, 2008, to provide Hurricane Dolly damage assessment on county road, bridge and/or drainage facilities. The facilities to be assessed may or may not belong to Hidalgo County. A list of the exact facilities to be worked on will be provided by the Owner at a later time. The work on this project is located within Hidalgo County, Texas, and is hereinafter referred to as the "Project";

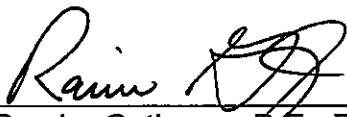
WHEREAS, in Supplemental Agreement No. 1 to Work Authorization No. 11, the estimated cost for services under the Work Authorization are not to exceed \$30,000.00, and it has now become necessary to revise the estimated cost;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 11 as follows:

1. The estimated cost for services under this Work Authorization is not to exceed \$40,000.00.
2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement No. 2 to Work Authorization No. 11, for Professional Engineering Services to be executed as of the ____ day of _____ 2008.

R. GUTIERREZ ENGINEERING CORPORATION

BY: 
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners Court: _____

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

AI-11608

16.E.1.

**Requesting for Approval of Invoice 11322782 for L&G Engineers Inc.
CC REGULAR**

Date: 10/14/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice # 11322782 in the amount of \$44,487.00, from L & G Consulting Engineers Inc., contracted engineer for "La Homa Rd Project." C-08-031-02-12

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-431-00-123-045-0-731

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 600650; Funding available.

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/08/2008 10:58 AM	APRV
2	Budget & Management	Veronica Lopez	10/08/2008 11:06 AM	APRV
3	Erika Reyna	Erika Reyna	10/08/2008 03:22 PM	APRV
4	Auditor's Office	Linda Fong	10/10/2008 03:10 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 03:16 PM	APRV

Form Started By: Rocio Villarreal

Started On: 10/07/2008 04:33 PM

Final Approval Date: 10/10/2008

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322782
INVOICE DATE: 09/30/08

12844
600650

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 080301

La Homa

P.O. Box 607
Mission, TX 78572

Contract# C-08-031-02-12
PO# 600650

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of September 2008.						
11006-Dsgn Schematic	157,500.00	126,000.00	15,750.00	141,750.00	90.0	15,750.00
12002-EA Reports	55,000.00	5,500.00	16,500.00	22,000.00	40.0	33,000.00
12003-Public Invmt	25,000.00	1,000.00		1,000.00	4.0	24,000.00
12020-EA. Report/Sub	20,000.00		3,000.00	3,000.00	15.0	17,000.00
13001-Prelim ROW	10,000.00	9,000.00		9,000.00	90.0	1,000.00
13010-Prelim ROW/Sub	10,000.00	9,000.00		9,000.00	90.0	1,000.00
15001-Design Srvy	26,000.00	23,400.00		23,400.00	90.0	2,600.00
15010-Desgn Srvy/Sub	40,000.00	36,000.00		36,000.00	90.0	4,000.00
16001-Rdwy Design	283,500.00	85,050.00		85,050.00	30.0	198,450.00
16101-Drainage	126,000.00	44,100.00		44,100.00	35.0	81,900.00
16207-Sgn,Pvmt.Markg	24,200.00		3,630.00	3,630.00	15.0	20,570.00
16250-Iso Signal/Sub	30,000.00				0.0	30,000.00
16260-Sign Warr/Sub	5,800.00	5,800.00		5,800.00	100.0	
16302-Traf Cntrl Pln	75,600.00	18,900.00		18,900.00	25.0	56,700.00
16304-Irrigation	31,500.00	9,450.00		9,450.00	30.0	22,050.00
16306-Qty Specs	18,900.00	1,890.00	2,457.00	4,347.00	23.0	14,553.00
16307-Utilities	63,000.00	18,900.00		18,900.00	30.0	44,100.00
16400-Contract Mgmt	31,500.00	6,300.00	3,150.00	9,450.00	30.0	22,050.00
TOTALS:	1,033,500.00	400,290.00	44,487.00	444,777.00	43.0	588,723.00

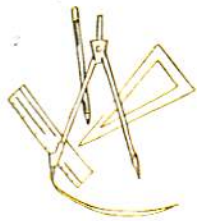
ORIGINAL CONTRACT SUM	\$ 1,033,500.00
CHANGE BY CHANGE ORDER	\$ 0.00
CONTRACT SUM TO DATE	\$ 1,033,500.00
TOTAL COMPLETED TO DATE	\$ 444,777.00
LESS PREVIOUS INVOICES	\$ 400,290.00


PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 44,487.00

INVOICE RECEIVED BY
NK ON 10/2/08
GOODS/SERVICES RECEIVED BY
Conan ON 9/29/08





L&G Engineering

Transportation Consultants

October 1, 2008

Hon. Joe Flores
Hidalgo County Commissioner, Pct. #3
724 N. Breyfogle
Mission, Texas 78572

Re: La Homa Road Progress Report

Dear Commissioner Flores

Attached for your approval is our invoice for the month of September 2008. The following is attached:

- L & G's Invoice (and sub consultant invoice, if applicable)
- Attachment C "Work Schedule"

This project consists of schematic design, surveying, plans specifications and estimates, environmental document, right-of-way mapping and design surveys.

FC 110 – SCHEMATIC DESIGN		% Complete
A schematic based on 100 ft. proposed ROW has been developed for the public meeting. We have made final revisions requested by TxDOT in preparation for public meeting. Scheduling of the public meeting is pending meeting and review with the County.	L&G	90%
FC 120 – EA REPORTS		
The environmental document is being completed for submittal after the public meeting.	L&G	40%
FC 120 – PUBLIC INVOLVEMENT		
L&G is tentatively scheduling the public meeting for November 4, 2008 and has begun preparing notices and obtaining names and addresses of property owners.	L&G	4%
FC 120 – ARCHEOLOGICAL SURVEYS		
The permits to conduct surveys are being finalized for submittal to TAC.		15%
FC 130 – PRELIMINARY ROW MAP		
Existing lot corners, ROW maps, and subdivision plats have been located and plotted. A check on the "best fit" alignment is based on surveyor's ROW map is ongoing. We have obtained ROW info/plans on the new high school north of 2 Mile line.	L&G RODS	90% 90%
FC 150 – DESIGN SURVEYS		
Control points (BM's) completed and field collection of 22,300 linear feet of topographic data is complete. The 2D model and DTM is complete and has been submitted to us.	L&G RODS	90% 90%
FC 160 – ROADWAY DESIGN		
Typical sections for both proposed and existing roadway have been completed. We have developed a centerline and preliminary profiles based on survey data. We are currently working on intersection layouts, project cross sections and preliminary earthwork. We are using utility data that has been collected to ensure that our current alignment will minimize compensable utilities.	L&G	30%

Mercedes Office:

2100 W. Expressway 83 • Mercedes, TX 78570
(956) 565-9813 • Fax: (956) 565-9018
Toll Free: (888) 565-9813

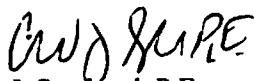
Mission Office:

900 S. Stewart Rd., Suite 9 • Mission, TX 78572
(956) 585-1909 • Fax: (956) 585-1927
Toll Free: (866) 585-1909

FC 161 – DRAINAGE		
We have completed the hydrologic map for this project. We have delineated all project drainage areas and have identified project outfalls. We are currently developing the project storm drain system based on the proposed profile and verifying the adequacy of the proposed outfall.	L&G	35%
FC 162 – SIGNING, PAVEMENT MARKING		
Preliminary striping has been developed for the entire project.	L&G	15%
FC 162 – ISOLATED SIGNAL		
Mile 2 did not warrant a signal. Signal at school is still being investigated.	L&G	0%
FC 162 – SIGNAL WARRANT		
Work has been completed. Based on the ADT, the intersection at SH 364 and Mile 2 did not warrant a traffic signal.	TESDI	100%
FC 163 – TRAFFIC CONTROL PLAN		
Based on proposed profile and the storm drain system currently under development, we have been able to initiate the development of the traffic control plan. Construction phasing typical sections are being prepared for submittal to TxDOT	L&G	25%
FC 163 – IRRIGATION		
Our office has drawn, on the preliminary schematic, the existing irrigation lines and will continue to coordinate with the irrigation district as plans are finalized. We met with HCID#6. Irrigation District mark-ups have been received and are being incorporated into the schematic and preliminary layouts..	L&G	30%
FC 163 – QUANTITY AND SPECS		
We have generated the following: General notes, estimates, project fact sheet, special specifications, and preliminary certifications. Estimate has been developed based on latest revisions.	L&G	23%
FC 163 – UTILITIES		
An initial site survey was conducted. Major compensable utilities have been identified and estimated adjustment costs were included in the project Matrix submitted to TxDOT. Initial letters have been sent to all utilities found within the project limits. Coordination is ongoing.	L&G	30%
FC 164 – CONTRACT MANAGEMENT		
We have coordinated with subconsultant to perform a signal warrant study for the Mile 2 intersection and are coordinating/meeting with County Commissioner and TxDOT, as needed.	L&G	30%

If you have any questions or require additional information, please advice.

Sincerely,



Armando J. Sandoval, P.E.
Project Manager

AI-11659

16.E.2.

**Pct 3 -Construction and Site improvements of Meeting Hall/ Pavilion -
CC REGULAR**

Date: 10/14/2008

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Requesting authority to advertise a request for sealed bids for: "Precinct No 3 -Construction and Site improvements of Meeting Hall/ Pavilion " (Project No. 2008-406-MSS) with all plans and specifications to be developed and drafted through and by project architect, Alcocer Garcia Associates Design Consulting with Pct. #3's colaboration.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1302-431-00-123-068-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: Department Request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/10/2008 02:18 PM	APRV
2	Budget & Management	Veronica Lopez	10/10/2008 02:58 PM	APRV
3	Erika Reyna	Erika Reyna	10/10/2008 04:03 PM	APRV
4	Auditor's Office		10/10/2008 04:18 PM	NEW

Form Started By: Moises Salazar
Started On: 10/09/2008 02:13 PM
Final Approval Date: 10/10/2008

Moises Salazar

From: Norma Ceballos [norma.cebillos@co.hidalgo.tx.us]
Sent: Thursday, October 09, 2008 2:31 PM
To: moises.salazar@co.hidalgo.tx.us
Subject: Pct #3 Meeting Hall/Pavilion Bldg

Moises,

Please allow this as a request to prepare agenda item for the next commissioner's court meeting. The request would be for authorization to advertise for construction and on site improvements of a Precinct #3 Meeting Hall/Pavilion.

The above-mentioned project will be fund with account number 8-1302-431-00-123-068-0-720.

Thanks.

10/9/2008

AI-11656

16.F.1.

**SOQ - PCT #4 ENGINEER SVCS
CC REGULAR**

Date: 10/14/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service required engineering services in connection with Hidalgo County Precinct No 4 Road Construction & Drainage Improvements of Paved/Unpaved Project on an as needed basis;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineering services required for Hidalgo County Precinct No 4 Road & Drainage Improvements of Paved/Unpaved Project on an as needed basis;

1st. _____; 2nd. _____; 3rd. _____;

C. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Hidalgo County Precinct No 4 Road Construction & Drainage Improvements of Paved/Unpaved Project on an as needed basis;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1204-431-00-124-007-0-731

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 10/10/08 \$202,808.85

Attachments

Link: GRID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/10/2008 02:17 PM	APRV
2	Budget & Management	Veronica Lopez	10/10/2008 02:57 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/10/2008 04:12 PM	APRV
4	Auditor's Office		10/10/2008 04:18 PM	NEW

Form Started By: Laura Moya

Started On: 10/09/2008 11:36
AM

Final Approval Date: 10/10/2008

AGENDA ITEM NO 11656

HIDALGO COUNTY Precinct No 4

FOR

Road Construction & Drainage Improvements on
Precinct No 4 PAVED/UNPAVED PROJECTS

ON AN “AS-NEEDED” BASIS

Engineer Services

GRID

Engineer Firms

	Quintanilla, Headley & Associates	Rodriguez Engineer	R.E. Garcia
Evaluator No 1	95	83	86
Total Scores	95	83	86
RANKING by Commissioner’s Court			

AI-11668

16.G.1.

Licensed Professional Counselor(s)
CC REGULAR

Date: 10/14/2008

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Juvenile Probation

Information

CAPTION

Requesting authority to advertise and approval of RFP Packet (i.e. specifications, requirements, terms, conditions and draft contract document (approved as to form by legal counsel) for: RFP-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-Pool For Licensed Professional Counselor(s), for the purposes of expanding the "Licensed Professional Counselor(s) Existing Pool".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 1100-423-60-330-002-0-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$7,375.00 available balance as of 10/10/08. Additional funding will allocated prior to the award.

Attachments

Link: EXHIBIT A
REQUIREMENTS

Link: EXHIBIT B
EVALUATION

Link: CONTRACT
DOCUMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/10/2008 02:18 PM	APRV
2	Budget & Management	Veronica Lopez	10/10/2008 02:58 PM	APRV
3	Rey Salazar	Rey Salazar	10/10/2008 03:25 PM	APRV
4	Auditor's Office	Linda Fong	10/10/2008 03:31 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 03:49 PM	APRV
Form Started By: Vangie Garcia			Started On: 10/09/2008 04:24 PM	
Final Approval Date: 10/10/2008				

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

“EXPANSION FOR: POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)”

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

“EXANSION FOR: POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)”

RFP NO: 2008

Overview:

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting proposals for “Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Counselor(s)” in order to establish an “Expansion” to the existisng “Pool” of Licensed Professional Counselors” on an “As Needed Basis”. Counseling Services “Pool/Roster” shall be for a period of One (1) Year with the County’s option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal for “Licensed Professional Counselor(s) Request For Proposals will be accepted until 9:30 A.M., Wednesday, , 2008. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Deliver Submittal to:
RFP Number: 2008

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

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I-GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, ____, 2008 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, ____, 2008. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of

facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

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

PROCESSING TIME FOR PAYMENT:

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

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

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

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals must be signed. Please sign the original in [blue](#) ink.

WAIVING OF INFORMALITIES:

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

SUBCONTRACTING:

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

TERM OF CONTRACT:

It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. (if applicable)

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

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

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed professional counselor(s) who are qualified as a "Licensed Professional Counselor". The person(s) directly performing the counseling services are required to be licensed counselor(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any/all licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified license professional counselor(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish an "Expansion" to the existing "Pool" of qualified licensed professional counselor(s) who are qualified, licensed and meet the following specifications/requirements:

1. Have experience in counseling intervention juvenile age population, family, group, etc.;
2. Be familiar with the rules, procedures and practices of the "Juvenile Intervention" programs;
3. Experience with providing counseling services with other "Juvenile Probation" entities;
4. Knowledge of family techniques;
5. Knowledge of juvenile techniques;
6. Knowledge of behavior modification and applied behavior modification;
7. Understanding of effective counseling strategies utilized to counsel juveniles, family, group;
8. Each juvenile, family, group shall remain in program until successful completion;
9. Progress report(s) required to be submitted to "Chief Probation Officer" of the "Judge Mario E. Ramirez Juvenile Justice Center" and/or designee;
10. Must submit copies of their credentials, license(s), qualifications;
11. Any/All submitting a response are subject to criminal history and background checks;
12. Required to submit outlines of Counseling Services to be provided. Such detail is required for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" to understand the content, progression of submittal's understanding of mythology;
13. To provide services in the language of literacy and understanding of the juvenile, family, group, etc.;
14. Licensed Counselor(s) may be called to testify in a "Juvenile Court of Law";
15. Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, family, group;
16. Services must be provided on an "As Needed Basis", upon request and approval by "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
17. An "Pre-Assessment" and "Final Assessment" study plan shall be submitted with a summary report upon request at any time by the "Chief Probation Officer" and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified criteria, refusal or failure to attend or participate in treatment services, failing to abide by the client's treatment's plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;
18. The "Licensed Professional Counselor" must be available to communicate and staff cases with the "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
19. Explain how a diagnosis is determined and how recommendations are made;
20. Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;
21. Consult/Orientate with the "Chief Probation Officer, Probation Officers" regarding cases assigned;
22. Licensed Professional Counselor(s) with preferred experience in the following:
 - i. criminal/gang orientation
 - ii. aggressive behavior
 - iii. lack of victim empathy
 - iv. substance abuse
 - v. educational issues
 - vi. issues with authority
 - vii. lack of pro social values
 - viii. emotional/mental health disorders
 - ix. impulsive-aggressive behaviors
 - x. low intellectual capacity
 - xi. educational issues
 - xii. chaotic home environment

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) are to provide a fee proposal as per hour, per individual, per group, per family, per sessions based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

Fees/Rate Proposals will be negotiated up to/maximum but not to exceed the rates approved under the current original pool for the "Licensed Professional Counselors" in place. This project will be an "Expansion" to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.

Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center reserves the right to randomly select from both the current and expansion of pool(s) on an "As Needed Basis".

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

- (A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".
- (B) After the RFPs have been reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. LICENSED PROFESSIONAL COUNSELOR(S): (30 Points)

The "Licensed Professional Counselor(s) should provide information related to its Qualifications. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)

The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by the "Judge Mario E. Ramirez, Jr. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.

3. COST: (20 Points)

Provide fee cost per individual, family, group, per hour sessions as requested in scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** (30 Points)
The "Licensed Professional Counselor(s)" should provide as much background information as to its experiences in providing similar counseling services to juveniles, family, groups, etc."

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Counseling Services". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

Fees/Rate Proposals will be negotiated up to/maximum but not to exceed the rates approved under the current original pool for the "Licensed Professional Counselors" in place. This project will be an "Expansion" to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.

Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center reserves the right to randomly select from both the current and expansion of pool(s) on an "As Needed Basis".

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

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

RFPs must be submitted by no later than 9:30 a.m. on Wednesday, _____, 2008.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT B

EVALUATION CRITERIA

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

“EXPANSION FOR: LICENSED PROFESSIONAL COUNSELOR(S)”

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals" in order to establish an "Expansion For: Pool/Roster of "Licensed Professional Counselor(s)".

After the RFPs have been reviewed, scored and evaluated, the committee will present a "Pool/Roster" grid to Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Judge Mario E. Ramirez, Jr. Juvenile Justice Center".

1. **LICENSED PROFESSIONAL COUNSELOR(S):**

The "Licensed Professional Counselor(s) should provide information related to its qualifications, experience. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**

The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.

3. **COST:**

Provide fee cost per hour for individual counseling, family counseling, group counseling, initial clinical intake services, attend juvenile justice court of law, consultation session as requested in scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES":**

The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar services to individual counseling, family counseling, group counseling, in other "Juvenile Probation Counseling Services".

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
“EXPANSION FOR: LICENSE PROFESSIONAL COUNSELOR(S)”
RFP NO: 2008

RFP EVALUATION FORM

Selection Criteria

Points

Score

1. LICENSE PROFESSIONAL COUNSELOR(S):

The “Licensed Professional Counselor(s) should provide information related to its qualifications, experience. The “Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the “Texas State Of Board of Examiners Of Professional Counselors” and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the “Counseling Services” as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

30 Points

Comments/Rationale For Points: _____

2. UNDERSTANDING THE SERVICES/METHODOLOGY:

The “Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the “Licensed Professional Counselor” by Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the “Counselor” currently has an active practice, the “Counselor” must state in detail how services and requirements will be rendered as detailed for the “Request For Proposal”. “Counselor(s) should include any local issues or concerns that directly affect the “Counselor(s) understanding of the project.

20 Points

Comments/Rationale For Points: _____

3. COST:

Provide fee cost per hour for individual counseling, family counseling, group counseling, initial clinical intake services, attend juvenile justice court of law, consultation session as requested in scope of services and requirements.

20 Points

Comments/Rationale For Points: _____

4. ABILITY TO COMMIT TO ALL REQUIRED “SERVICES”

The “Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar services to individual counseling, family counseling, group counseling, in other “Juvenile Probation Counseling Services”.

30 Points

Comments/Rationale For Points: _____

Total Score

Provider: _____

Evaluator: _____ Date: _____

[illegible]

Service Contract
C-

THIS AGREEMENT is made effective the ____ day of ____, 2008, by and between **JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER**, a department of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter “Department”) and ____, LPC (hereinafter “Licensed Professional Counselor”) to service at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of “Licensed Professional Counseling Services” for the youth probationers served by Department (the “Clients”) that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a “Licensed Professional Counselor” until replaced by Department. These services include, but are not limited to:
- (a) Conducting “Individual/Family/Group Counseling” appropriate for the needs of each client;
 - (b) Conducting “Initial Clinical Intake”;

- (c) Conducting “Psychological Examinations” of the Clients as required by the Department;
- (d) Conducting “Consultation Services” as requested and required on an “As Needed Basis”;
- (e) Conducting other evaluations and tests on each Client as required by the Department;
- (f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;
- (g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor’s experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs “Licensed Professional Counselors” licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

- a) Individual Counseling Fee Per Hour – \$____ Maximum/Per Hour/Per Individual
- b) Family Counseling Fee Per Hour – \$____ Maximum/Per Hour/Per Family
- c) Group Counseling Fee Per Hour – \$____ Maximum/Per Hour/Per Individual/Per Group
- d) Initial Intake Fee Per Hour – \$____ Maximum/Per Hour/Per Intake
- e) Court Fee Cost Per Hour – \$____ Maximum/Per Hour
- f) Consultation Fee Per Hour – \$____ Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

services in the customary manner provided for payments utilized by Hidalgo County, Texas.

Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department.

Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the professional liability insurance insurer that such insurances is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. It is intended that the “Term” of the contract will be for an initial period of one (1) year, with County’s option to renew/extend for an additional two (2), one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next term, under the same rates, terms and conditions.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. 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.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waive by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall in writing and shall either be (i) personally delivered against 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 Department:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Contractor:

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 addresses or, if mailed, at such time as it is deposited in the United States mail.

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

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

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY: _____ DATE: _____

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY: _____ DATE: _____

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY: _____ DATE: _____

AI-11607

16.H.1.

**Mowing and Lawn Care Services for Hidalgo County Owned Properties
CC REGULAR**

Date: 10/14/2008

Submitted By: Elena Gomez, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Recommending award of bid and approval of contract document to lowest bidder meeting all specifications and/or requirements as attached here to for Hidalgo County-"Mowing and Lawn Care Services for Hidalgo County Owned Properties" (RFB-2008-042-10-14-MEG)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-419-40-220-001-0-424

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$6,680.00 as of 10/8/08.

Attachments

Link: [Recommendation Letter/Participation sheet/Tabulation sheet](#)

Link: [Service Contract](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Veronica Lopez	10/08/2008 08:10 AM	APRV
2		Dale Kennan	Dale Kennan	10/08/2008 09:39 AM	APRV
3		Auditor's Office	Linda Fong	10/10/2008 03:16 PM	APRV
4		Purchasing Department	Marty Salazar	10/10/2008 03:24 PM	APRV
5		Court Administrator	Angela Garcia	10/10/2008 03:48 PM	APRV

Form Started By: Elena Gomez

Started On: 10/07/2008 04:28 PM

Final Approval Date: 10/10/2008

MEMORANDUM

TO: Daniel Flores, Director
Hidalgo County Buildings and Ground

ATTN: Javier Carreon
Hidalgo County Buildings and Ground

FROM: Elena Gomez, Buyer *inf*
Hidalgo County Purchasing Department

DATE: September 18, 2008

RE: Request Recommendation for RFSQ 2008-042-09-17-MEG
"RFB Mowing & Maintenance Services for Hidalgo County Owned Properties"

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday September 22, 2008 @ 3:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, September 30, 2008.

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☐ DO recommend accepting of response ☐ DO NOT recommend accepting of response

8-1100-419-40-220-001-0-431 BUDGET ACCOUNT #

Recommendations/Concerns: *SGG Contractors*

[Signature] Daniel Flores B&G 9/30/08
Authorized Signature/Printed Name Department Date

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

RFB-RFP-RFQ

BID OPENING DATE: September 17, 2008 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "MOWING AND MAINTENANCE SERVICES FOR
HIDALGO COUNTY OWNED PROPERTIES"

BID NO.: BID 2008-042-09-17-MEG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Bollers Total Lawn Care Attn: William Boller	BLM	Elena Gomez	09/02/08	2100 Whitewing Ave McAllen, Tx 78501 956-686-3522
2. Castillo's Lawn Care Attn: Doro Castillo	BLM	Elena Gomez	09/02/08	3904 N. Jenica St. San Juan, Tx 78577 956-534-8058
3. Friendly Lawn Services Attn: Luis Hernandez	BLM	Elena Gomez	09/02/08	311 N. Schuerbach Blvd. Alton, Tx 78574 956-569-1096
4. A & E Lawn & Tree Trimming Attn: Erasmo Ramirez	BLM	Elena Gomez	09/02/08	P.O. Box 166 Pharr, Tx 78577 956-648-2909
5. R & R. General Contractors Attn: Gabriel Ramirez	IP	Elena Gomez	09/02/08	1913 W. 42 nd ½ St. Mission, Tx 78582 956-844-6826 Ram_gabe@hotmail.com
6. Justta Kutt Lawn Care Services Attn: Guadalupe Vasquez	IP	Elena Gomez	09/02/08	3714 Ida Street Edinburg, Tx 78539 956-533-5926
7. A Quality Mowing Attn: Eric Munoz	IP	Elena Gomez	09/02/08	1102 E. Hall Acres San Juan, Tx 78589 956-867-7780

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
8. Rafael Garces Lawn Care Attn: Rafael Garces	IP	Elena Gomez	09/03/08	4524 W. Schunior Edinburg, Tx 78539 956-279-4721
9. Bejucos Landscaping & Painting Attn: Ofelia Jaime	TR	Elena Gomez	09/05/08	705 Gunter Street Austin, Texas 78702 512-527-3199 Alopez2154@austin.rr.com
10. M & M Lawn Services Attn: Michael Rios	TR	Elena Gomez	09/08/08	Baxter-rios@hotmail.com
11. RGV Landscaping Art & Design LLC Attn: Miguel Rodriguez	IP	Elena Gomez	09/11/08	412 N. 16 th St. Donna, Texas 956-566-1344
12. G & G Contractors Attn: Rene Garza	IP	Elena Gomez	09/16/08	5125 S 281 Ste 3 Edinburg, Texas 78539 956-929-1567 Rgarzajr26@yahoo.com

***VIA:**

IN PERSON (IP)

TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)

E-MAIL (EM)

FACSIMILE (FAX)

**HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET**

DEPARTMENTS NAME: HIDALGO COUNTY BUILDINGS AND GROUNDS

BID OPENING: SEPTEMBER 17, 2008

OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: RFB MOWING & MAINTENANCE SERVICE FOR HIDALGO COUNTY OWNED PROPERTIES

BID NO. 2008-042-09-17-MEG

Property	Justta Kutt Lawn Care Services		G & G Contractors		RGV Landscaping Art & Design	
	Price Amt Per Acre	Price Amt Per Lot	Price Amt Per Acre	Price Amt Per Lot	Price Amt Per Acre	Price Amt Per Lot
Judge Mario E. Ramirez, Jr. Juvenile Justice Center (Approx. size 3 acres)	\$ 200.00	\$ 600.00	\$ 150.00	\$ 310.00	\$ 300.00	\$ 980.00
Land (Approx. size 5 acres)	\$ 100.00	\$ 500.00	\$ 100.00	\$ 300.00	\$ 95.00	\$ 575.00
The Mansion	No Bid	\$ 350.00	\$ 150.00	\$ 300.00	\$ 115.00	\$ 580.00
San Carlos Warehouse	No Bid	\$ 300.00	\$ 400.00	\$ 700.00	\$ 95.00	\$ 700.00
Cemetery	No Bid	\$ 500.00	\$ 605.00	\$ 1,200.00	\$ 195.00	\$ 1,100.00

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-08-042-10-14**

THIS CONTRACT is made and entered into this **14th** day of **October, 2008**, by and between the **County of Hidalgo, Texas** ("County"), and **Rene Garza dba G & G Contractors a TEXAS Sole Proprietor Company** ("Company").

WHEREAS, Company responded to request for bids for **“Mowing & Lawn Care Services for Hidalgo County Owned Properties”** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County and other Hidalgo County sites as specified in Exhibit “A” & “B” for **“Mowing & Lawn Care Services for Hidalgo County Owned Properties”**. 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 **Buildings & Grounds Director or his designated agent(s)**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **October 14, 2008** and ending **October 13, 2009** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

5. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall

comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and

that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company **G & G Contractors**
 Attn: Rene Garza
 5125 S. Business 281 Suite 3
 Edinburg, Texas 78539

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

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

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

WITNESS our hands in duplicate originals this ____ day of _____, 2008.

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo, Jr. County Clerk

By: _____
Juan D. Salinas, III, County Judge

**COMPANY: Rene Garza dba G & G
Contractors**

By: _____

Printed Name: _____

Title: _____

Approved by Commissioners Court on, October 14, 2008

APPROVED AS TO FORM:

Atlas & Hall, LLP

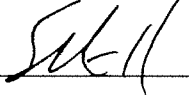
By: 

EXHIBIT “A”

Exhibit “A”
HIDALGO COUNTY BUILDING AND GROUNDS
“MOWING AND LAWN CARE SERVICES FOR HIDALGO COUNTY
OWNED PROPERTIES”
BID NO.: 2008-042-09-17-MEG
SPECIFICATIONS

The following are the minimum specifications for “**Mowing and Lawn Care Services for Hidalgo County Owned Properties**”. Please note exceptions or variations.

SCOPE OF SERVICES:

Hidalgo County is in need of “Mowing & Lawn Care Services” for several lawns/properties. The services contract will encompass all project-related services of the mowing and maintaining of lawns/property for the County of Hidalgo including, but not limited to, the following:

SPECIFICATION/REQUIREMENTS:

1. All mowing of grass will be within Hidalgo County.
2. 12 - 15 Feet wide of Shoulders (surrounding the properties included in the contract) is to be mowed.
3. Grass/Weeds around any signs, edges of sidewalks, edges of roads and driveways etc. must be mowed and trimmed with weed eater.
4. Mowing and trimming must be done on an “**AS NEEDED BASIS**”.
5. Any kind of litter/debris/objects must be removed by awarded vendor before mowing is initiated for **safety precautions as per Hidalgo County Safety Divisions.**
6. Sweeping/Blowing of mowed grass/weeds must be initiated immediately after mowing has been completed for **safety precautions as per Hidalgo County Safety Divisions.**
7. Service hours will be arranged with person listed for each corresponding property included in the contract.
8. Awarded vendor must provide all necessary equipment for such services. All equipment to be used for these services must be up to date with all safety regulations and inspections for **safety precautions as per Hidalgo County Safety Divisions.**
9. Before mowing and maintenance service is initiated prior notification must take place by getting in contact with the contact person at the property location. No mowing or lawn care services without proper notification will be permitted.

Contact's Name		Property	Property Address	Telephone #	Approx Size
1	Mr. Buddy Silva	Judge Mario E. Ramirez, Jr. Juvenile Justice Center	1001 N Doolittle Edinburg, TX 78541	(956) 381-8600	3 acres
2	Daniel Flores	Land	Hwy 1015- 5 mile S.Bus. 83, Progresso, Tx.	(956) 289-7851	5 acres
3	Daniel Flores	The Mansion	2401 N. Moorefield Rd., Mission, Tx.	(956) 289-7851	
4	Daniel Flores	San Carlos Warehouse	E.- 107 & 6 th . St., San Carlos, Tx.	(956) 289-7851	
5	Daniel Flores	Cemetery	- Richardson Rd. Edinburg, Tx.	(956) 289-7851	

10. After mowing and lawn care services has been completed, the contact person at the appropriate property location must be notified for inspection and approval of such mowing and maintenance of property.
11. Any and all invoices must be submitted to Hidalgo County Building & Grounds. Invoices for such services must state date, service location, number of acres mowed, and amount.
12. Bid price must be per acre (depending on size $\frac{3}{4}$, $\frac{1}{4}$, or $\frac{1}{2}$) or lots.
13. Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
14. 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.
15. Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached.**
16. The bidder or bidders awarded the contract **shall not engage the services of a subcontractor without the prior written consent of Hidalgo County.** When requesting written consent from Hidalgo County to retain a subcontractor to perform services, hereunder, the successful bidder must present evidence and submit to the County that the successful bidder 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 (See Exhibit "C").

TERMS & CONDITION:

17. Awarded vendor or vendors shall provide services for **One Year** with the County of Hidalgo Contract having a sole option for an additional one-year extension. Hidalgo County reserves the right to extend the Contract for an additional year based on prior year's performance evaluation and contingent upon cost remaining unchanged. No bid price increase, otherwise same price for any extension to remain firm.
19. 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.
20. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

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:

21. 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.
22. Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
23. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, SEPTEMBER 10, 2008 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **FRIDAY, SEPTEMBER 12, 2008 by 5:00 P.M.**

EXHIBIT “B”

Exhibit "B"

COPY

HIDALGO COUNTY
"Mowing and Lawn Care Services
Hidalgo County Owned Properties"
BID NO.: 08-042-09-17-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

Property	Property Address	Price Amt per Acre	Price Amt per Lot
Judge Mario E. Ramirez, Jr. Juvenile Justice Center	1001 N Doolittle Edinburg, TX 78541 (Approx size 3 acres)	\$150	(CYCLE) \$310
Land	Hwy 1015- 5 mile S. Bus. 83. Progresso, Tx. (Approx size 5 acres)	\$100	\$300
The Mansion	2401 N. Moorefield Rd., Mission, Tx.	\$150	\$300
San Carlos Warehouse	E. - 107 & 6 th . St., San Carlos, Tx.	\$400	\$700
Cemetery	Richardson Rd. Edinburg, Tx.	\$605	\$1200

YEARLY CONTRACT FOR PROJECT = \$67,440.00

at two cycles per month

BIDDER/COMPANY NAME: GIG CONTRACTORS

ADDRESS: 5125 S. BUSINESS 281 - SUITE 3

CITY/STATE/ZIP CODE: EDINBURG TX 78539

PHONE & FAX NO.'S: 956-283-7030 / 956-283-7040

CELL PHONE: 956-844-6826

AUTHORIZED SIGNATURE: [Signature]

PRINTED NAME: RENE GARZA

TITLE: OWNER

EXHIBIT “C”

AI-11602

16.I.1.

**BCAP Pct No 2 - Supplemental Agreement No 1 R. Gutierrez
CC REGULAR**

Date: 10/14/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Supplemental Agreement No 1 for Border Colonia Access Program Engineering Services contract for Precinct No 2 with R. Gutierrez C-CAP-08-015-09-02 to reflect and detail the fee decrease from \$381,197.23 to \$41,151.98.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: Various Pct 2 Accts

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No negative fiscal Impact

Attachments

Link: [supplemental agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/08/2008 03:41 PM	APRV
2	Budget & Management	Veronica Lopez	10/08/2008 03:55 PM	APRV
3	Dale Kennan	Dale Kennan	10/08/2008 05:17 PM	APRV
4	Auditor's Office	Linda Fong	10/10/2008 03:18 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 03:48 PM	APRV

Form Started By: Laura Moya

Started On: 10/07/2008 03:56 PM

Final Approval Date: 10/10/2008

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT FORM
C-CAP-08-015-09-02
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and **R. Gutierrez Engineering** Corporation Professional Engineers of, Pharr Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 2nd day of September **2008** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number 2 (hereinafter referred to as the “**Project**”); and,

WHEREAS, Exhibit D1 Fee Breakdown, establishes that this Agreement is in the amount of \$381,197.23; and,

WHEREAS, it has become necessary to amend the Agreement to Decrease the amount in Exhibit D1 Fee Breakdown to \$41,151.98.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Exhibit D1 Fee Breakdown of the **Agreement**, is revised to decrease the amount to \$41,151.98.

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:
R. GUTIERREZ ENGINEERING

BY: _____
R. Gutierrez, P.E. President

Address for Giving Notices:
130 East Park Avenue
Pharr, Texas 78577

THE OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas III, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

AI-11634

16.J.1.

**ROW- Invoice No. 6296-Professional Appraisal Svc. Inc-C-08-166-07-08
CC REGULAR**

Date: 10/14/2008

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Right of Way

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice # 6296 in the amount of \$ 2,500.00, from Professional Appraisal Services, Inc., contracted appraiser for the purposes of "Miscellaneous Right of Way Acquisition Projects" (Two (2) Parcels out of Western Palms Subdivision) in connection to Contract No. C-08-166-07-08 and WA# 1 for Hidalgo County Right of Way Department.

BACKGROUND

Invoice No. 6296

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1200-431-00-260-001-0-712

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available for pending invoice as of 10/8/08.

Attachments

Link: Invoice No.
6296-Prof Appraisal Svc
Inc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/08/2008 03:42 PM	APRV
2	Budget & Management	Veronica Lopez	10/08/2008 03:56 PM	APRV
3	Dale Kennan	Dale Kennan	10/08/2008 05:25 PM	APRV
4	Auditor's Office	Linda Fong	10/10/2008 03:20 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 03:49 PM	APRV

Form Started By: Letty Saenz

Started On: 10/08/2008 02:39
PM

Final Approval Date: 10/10/2008

Professional Appraisal Service, Inc.

P. O. Box 3722
McAllen TX 78502
PH# (956) 687-9535
Tax Id # 74-2556104

BILL TO

Hidalgo County ROW Dept
Mr. Jaime Salinas
509 E. Earling Road
San Juan, Texas 78589

Invoice

DATE	INVOICE #
10/1/2008	6296

TERMS	REP
Due on receipt	JHM

DESCRIPTION	DATE OF SERVICE	AMOUNT
Western Palm Drive Road Project - Parcel #1	10/1/2008	1,250.00
Western Palm Drive Road Project - Parcel #2	10/1/2008	1,250.00
Contract #C-08-166-07-08		
Work Authorization #1		
Account #8-1200-431-00-260-001-0-711		
Total		\$2,500.00

Leticia Saenz

From: sandra [sandra.garcia@co.hidalgo.tx.us]
Sent: Tuesday, October 07, 2008 11:32 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Work Authorization No. 1
Attachments: DOC036.PDF

Hey Missy!

Attached please find the invoice submitted by Professional Appraisal Services for WA # 1. Please place this item on the agenda for payment.

Respectfully,



Sandra Garcia, Administrative Assistant
Hidalgo County Right of Way Department
509 E. Earling Road
San Juan, Texas 78589

Ph. 956-283-8134
Fax 956-283-8402

This e-mail and its attachments are intended only for the use of the individual or entity who is the intended recipient and may contain information that is privileged, confidential and exempt from disclosure or any type of use under applicable law. If the reader of this e-mail is not the intended recipient, or the employee, agent or representative responsible for delivering the e-mail to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this e-mail is strictly prohibited. If you have received this e-mail in error, please reply immediately to the sender and delete.

No virus found in this incoming message.
Checked by AVG.
Version: 7.5.524 / Virus Database: 270.7.6/1712 - Release Date: 10/7/2008 9:41 AM

10/7/2008

AI-11619

16.K.1.

**CRS-2 Emulsified Asphalt for Hidalgo County
CC REGULAR**

Date: 10/14/2008

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Co. Wide

Information

CAPTION

Recommending bid award to the bidder meeting all specifications and terms and conditions for the request for bids for "CRS-2 Emulsified Asphalt for Hidalgo County", project with approval of contract (approved as to form by legal counsel)commencing on October 14, 2008.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-120X-431-00-12X-00X-0-673

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding for this item is as follows for all four precincts P/U Rd:

Pct. 1: 8-1201-431-00-121-005-0-673 "Pct. 1 P/U Rd-Road Material", available balance as of 10-8-08 \$40,676.36.

Pct. 2: 8-1202-431-00-122-006-0-673 "Pct. 2 P/U Rd-Road Material", available balance as of 10-8-08 \$84,317.45.

Pct. 3: 8-1203-431-00-123-005-0-673 "Pct. 3 P/U Rd-Road Material", available balance as of 10-8-08 \$135,792.11.

Pct. 4: 8-1204-431-00-124-007-0-673 "Pct. 4 P/U Rd-Road Material", available balance as of 10-8-08 \$48,119.42.

All funding sources were provided by user departments.

Attachments

Link: [Contract](#)

Link: [Tabulation Sheet](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/08/2008 11:08 AM	APRV
2	Budget & Management	Veronica Lopez	10/08/2008 11:09 AM	APRV
3	Ivan Cantu	Ivan Cantu	10/08/2008 11:26 AM	APRV
4	Auditor's Office	Linda Fong	10/09/2008 09:58 AM	APRV

5	Dina Trevino	Dina Trevino	10/09/2008 02:55 PM	APRV
6	Court Administrator	Angela Garcia	10/09/2008 03:22 PM	APRV

Form Started By: Gricelda Villarreal

Started On: 10/08/2008 08:46 AM

Final Approval Date: 10/09/2008

REQUIREMENTS AGREEMENT
C-08-324-10-14

THIS AGREEMENT (the "Agreement") is entered into effective as of **October 14, 2008** by and between **Ergon Asphalt & Emulsions, Inc., a Mississippi Corporation** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**CRS-2 (Cationic Rapid Setting) Emulsified Asphalt**," as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of six months; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**CRS-2 (Cationic Rapid Setting) Emulsified Asphalt**" in the areas of **HIDALGO COUNTY** projects for a period of **six (6) months** from **October 14, 2008** to **April 14, 2009** with the option to renew for an additional six (6) months. Prior to expiration of term of contract, County may extend this agreement for an additional sixty (60) days grace period. (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

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

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or

amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
 Attention: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Seller: Ergon Asphalt & Emulsions, Inc.
 Attn: Pat Garrett
 11612 RM, Building 1, Suite 250
 Austin, TX. 78738

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

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

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

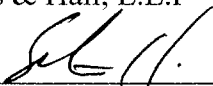
(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award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

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

APPROVED BY COMMISSIONERS COURT ON,_____.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By: 

Date: 11-9-08

HIDALGO COUNTY

By: _____

Juan D. Salinas, III, County Judge

Date: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date: _____

Ergon Asphalt & Emulsions, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT “A” SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY
(all funding sources, i.e. R&B, CIP, and CAP)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO. 2008-324-09-17-CGV

SPECIFICATIONS:

I. INFORMATION / INSTRUCTIONS TO BIDDERS:

The purchases of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be on an **"as needed basis"** only by Hidalgo County all funding sources (i.e. CIP, CAP and R&B).

- **MATERIAL:** CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS.
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING)
- **LOCATIONS, CONTACTS, AND DELIVERY INSTRUCTIONS:**

Precinct No. 1 MILE 11 N. and 1 ½ miles W. from FM 1015-Sunrise Hill Park Weslaco, Tx 78596 Joseph Palacios, Chief Administrator (956) 968-8733	Precinct No. 2 301 E. State Pharr, TX 78577 Ricardo Cuellar, Field Operations Director (956) 787-1891	Precinct No. 3 7 Mile line and Iowa Rd., Mission, TX 78572 Saul Ramirez, Field Operations Director (956) 585-4509	Precinct No. 4 1102 N. Doolittle Edinburg, TX 78541 Juan Carranza, Chief Administrator (956) 383-3112

- Delivery hours will be arranged with Precincts when requiring **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT**. Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.
- 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 day's written notice prior to cancellation.

II. TERMS AND CONDITIONS:

- A. The contract term will be for a period of six (6) months with county's option to extend the contract for an additional six (6) months based on performance evaluation and contingent upon terms, conditions and costs remaining unchanged,

and/or a 60 day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioners Court.

- B. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
- C. Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.
- D. The contract for the material shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
- E. Insurance Certificates as per "**Exhibit C**" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
- F. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, supplies or service which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.
- G. In the event the material furnished does not meet all the County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.
- H. Hidalgo County reserves the right to seek purchases for "**CRS-2 Emulsified Asphalt**" from State Contracts whenever it is in the best interest of the County to do so.
- I. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- J. **All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.**

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating

justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

III. ADDITIONAL INFORMATION

DISCLOSURE OF CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, September 10, 2008, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., Friday, September 12, 2008.**

EXHIBIT “B” PAYMENT SCHEDULE

Bid
for
CRS-2 (Cationic Rapid Setting) Emulsified Asphalt
Bid No: 2008-324-09-17CGV
September 17, 2008

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281- New Administration Building
Edinburg, Texas 78539

In accordance with the 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: ERGON ASPHALT & EMULSIONS, INC.

Address: 11612 RM 2244, BUILDING 1, SUITE 250, AUSTIN, TEXAS 78738

By: David Stroud

Printed Name: DAVID STROUD

Title: REGIONAL SALES MANAGER

SEP 17 2008

EXHIBIT "B"**HIDALGO COUNTY**

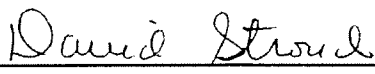
(All funding sources, i.e. R&B, CIP, and CAP)

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**BID NO. 2008-324-09-17-CGV****BID PAGE**

BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

QUANTITY	DELIVERED PRICE AMOUNT:	ADDITIONAL COST (SPECIFY) :
LOADS OF 1,000 GALLONS OR LESS (ON AN AS NEEDED BASIS)	\$ 3.8155 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$80.00/HOUR
		FIRST TWO HOURS FREE
LOADS OF 1,001 TO 2,000 GALLONS (ON AN AS NEEDED BASIS)	\$ 3.2078 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$80.00/HOUR
		FIRST TWO HOURS FREE
LOADS OF 2,001 TO 3,000 GALLONS (ON AN AS NEEDED BASIS)	\$ 3.0052 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$80.00/HOUR
		FIRST TWO HOURS FREE
LOADS OF 3,001 TO 4,000 GALLONS (ON AN AS NEEDED BASIS)	\$ 2.9039 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$80.00/HOUR
		FIRST TWO HOURS FREE
LOADS OF 4,001 TO 5,000 GALLONS (ON AN AS NEEDED BASIS)	\$ 2.8431 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$80.00/HOUR
		FIRST TWO HOURS FREE

PUMP AND HOSE CHARGE IS \$80.00/LOA

COMPANY NAME:	ERGON ASPHALT & EMULSIONS, INC.	
ADDRESS:	11612 RM 2244, BUILDING 1, SUITE 250	
CITY/STATE/ZIP CODE:	AUSTIN, TEXAS 78738	
PHONE NUMBER:	(512) 469-9292	CELLULAR NUMBER: (254) 715-3921
FAX NUMBER:	(512) 469-0391	
AUTHORIZED SIGNATURE:		
PRINTED NAME:	DAVID STROUD	
TITLE:	REGIONAL SALES MANAGER	
DATE:	SEPTEMBER 9, 2008	

SEP 17 2008

EXHIBIT “C” INSURANCE REQUIREMENTS

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. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and \$500,000.00 per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000.00) arising out of the services provided to County hereunder;
2. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
3. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
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, DAVID STROUD, authorized representative for ERGON ASPHALT & EMULSIONS, INC.
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between your Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$_____ General Liability: \$_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between your Company and the County.) **OR**

☒ have already been met, see attached copy of insurance certificate.

David Stroud
Authorized Representative

9-9-08
Date

Notice to Bidder: Failure to provide Certificates of Insurance to Purchasing Department Contracts Manager will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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, DAVID STROUD, 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.**

David Stroud

Authorized Signature

SEPTEMBER 9, 2008

Date

ERGON ASPHALT & EMULSIONS, INC.

Company

11612 RM 2244, BUILDING 1, SUITE 250

Address

AUSTIN, TEXAS 78738

City, State, Zip

ACORD. CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
09/10/2008**PRODUCER**Marsh USA Inc.
601 Poydras Street, Suite 1850
New Orleans, LA 70130-6031THIS 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.

Ergon -All-08-09

INSURERS AFFORDING COVERAGE

NAIC #

INSUREDErgon Asphalt & Emulsions, Inc.
P.O. Box 1639
Jackson, MS 39215-1639

INSURER A: Steadfast Insurance Company

26387

INSURER B: American Zurich Insurance Company

40142

INSURER C: Steadfast Insurance Company

26387

INSURER D:

INSURER E:

COVERAGESTHE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE
MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND
CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	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 ☒ \$250,000 SIR GENERAL AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC	BOG9300739-07	08/01/08	08/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	BAP291743510	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	UMB967202800	08/01/08	08/01/09	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ If yes, describe under SPECIAL PROVISIONS below OTHER	WC291716509	07/01/08	07/01/09	☒ 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/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Bid No: 2008-324-09-17CGV

Additional Insured where required by written contract on General Liability and Auto Liability

CERTIFICATE HOLDER

HOU-000925303-01

CANCELLATIONHidalgo County
Attn: Martha L. Salazar
100 E. Cano, 4th Floor
Edinburg, TX 78539SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND
UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
David B. Gomey*David B. Gomey*

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County - County Wide

BID OPENING DATE: September 17, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: CRS-2 (Cationic Rapid Setting) Emulsified Asphalt

BID NO: 2008-324-09-17CGV

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	Performance Grade Asphalt	See Bid Tabulation Sheet		
#2	Ergon Asphalt & Emulsions, Inc.			
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				

HIDALGO COUNTY

“CRS-2 (Cationic Rapid Setting) Emulsified Asphalt”

Bid No: 2008-324-09-17CGV

TABULATION SHEET

Name of Company		Price (Per Gallon-Freight Included)					
	Loads per gallon ~~3.33~~	Up to 1000	1001 to 2000	2001 to 3000	3001 to 4000	4001 to 5000	Additional Cost (Specify)
Performance Grade Asphalt		\$3.75	\$3.50	\$3.50	\$3.20	\$3.20	<u>Demurrage:</u> \$80.00 per hr. after first two (2) hours
Ergon Asphalt & Emulsions, Inc.		\$3.8115	\$3.2078	\$3.0052	\$2.9039	\$2.8431	<u>Demurrage:</u> \$80.00 per hr. after first two (2) hours <u>*Pump and Hose:</u> \$80.00 per load

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

IBF-RFP-RFQ-RFI

BID OPENING DATE: September 17, 2008

BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

BID NO: 2008-324-09-17CGV

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Martin Asphalt, Co. Inc. C/O Tom	BLM	CGV	9-03-08	300 Chrispy Place South Houston, Tx 77587
2. Performance Grade Asphalt C/O Ron Crowder	BLM	CGV	9-03-08	5320 FM 204 Hitchcock, Tx 77563
3. Wright Asphalt Products, Co. C/O Susan Morse	BLM	CGV	9-03-08	11931 Wickchester Lane Ste. 101, Houston, Tx
4. Ergon A & E, Inc. C/O Myles McKemie	BLM	CGV	9-03-08	11612 RM 2244 Bld. 1 Ste. 250, Austin, Tx
5. SEM Materials C/O Tim Frank	BLM	CGV	9-03-08	6746 UP River Rd Corpus Christi, Tx 78409
6.				
7.				
8.				
9.				
10.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer CV -
Hidalgo County Purchasing Department

DATE: September 29, 2008

RE: Tabulation Sheet for RFB- "CRS-2 Emulsified Asphalt for Hidalgo County Project"

Enclosed, for your review, comments and recommendations are the bids received for the above referenced project.

Please submit your recommendation including budget information no later than Thursday, **October 2, 2008**, by **3:00 P.M.**, in order to place on the next Commissioner's Court Meeting **Tuesday, October 7, 2008** for bid award.

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

APPROVE ☒

DISAPPROVE ☐

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

BUDGET ACCOUNT #: 8-1201-431-00-121-005-0-673 PRECINCT NO: #1

Recommending the following vendor(s): ERGON Asphalt

Noe Montes Noe Montes 9/30/08

AUTHORIZED SIGNATURE PRINTED NAME DATE

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



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer *CV*
Hidalgo County Purchasing Department

DATE: September 29, 2008

RE: Tabulation Sheet for RFB- "CRS-2 Emulsified Asphalt for Hidalgo County Project"

Enclosed, for your review, comments and recommendations are the bids received for the above referenced project.

Please submit your recommendation including budget information no later than Thursday, October 2, 2008, by 3:00 P.M. in order to place on the next Commissioner's Court Meeting Tuesday, October 7, 2008 for bid award.

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

APPROVE



DISAPPROVE



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

BUDGET ACCOUNT #: 8-1205-431-00-123-05-0-673 PRECINCT NO: 3

Recommending the following vendor(s): Lowest Bid - Ezyon Asphalt & Emulsions, Inc.

[Signature]
AUTHORIZED SIGNATURE

Joe M. Flores, Commissioner
PRINTED NAME

10-01-08
DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (566) 318-2629 OR (956) 292-7612.

Total 4 pgs



PURCHASING DEPARTMENT

County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer *CV*
Hidalgo County Purchasing Department

DATE: September 29, 2008

RE: Tabulation Sheet for RFB- "CRS-2 Emulsified Asphalt for Hidalgo County Project"

Enclosed, for your review, comments and recommendations are the bids received for the above referenced project.

Please submit your recommendation including budget information no later than Thursday, October 2, 2008, by 3:00 P.M. in order to place on the next Commissioner's Court Meeting Tuesday, October 7, 2008 for bid award.

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

APPROVE ☒

DISAPPROVE ☐

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

BUDGET ACCOUNT #: 81204-431-00-124-007-0-673 PRECINCT NO: 4

Recommending the following vendor(s): Ergon Asphalt & Emulsions, Inc.

Juan M. Carranza Juan Manuel Carranza 9-30-08

AUTHORIZED SIGNATURE PRINTED NAME DATE

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

Total 4 pgs

AI-11588

17.A.

**Interdept. Transfer from Countywide Contingency to Easter Seals RGV
Electricity (1100)**

CC REGULAR

Date: 10/14/2008

Submitted By: Veronica Lopez, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Easter Seals RGV:

Approval of 2008 interdepartmental transfer from Countywide Administration -
Contingency to Easter Seals RGV - Electricity (1100) in the amount of \$4,063.00.

BACKGROUND

Transfer needed for electricity expenditures for the remainder of the year.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-4XX-00-115-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-444-00-115-030-0-622 \$4,063.00

Funds available as of 10-07-08

Attachments

Link: Interdept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/07/2008 11:21 AM	APRV
2	Ivan Cantu	Ivan Cantu	10/07/2008 11:32 AM	APRV
3	Auditor's Office	Linda Fong	10/09/2008 09:49 AM	APRV
4	Purchasing Department	Marty Salazar	10/09/2008 11:01 AM	APRV
5	Court Administrator	Angela Garcia	10/09/2008 11:11 AM	APRV
Form Started By: Veronica Lopez			Started On: 10/07/2008 11:03 AM	
Final Approval Date: 10/09/2008				

DATE: October 7, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Easter Seals RGV

ACCOUNT NUMBER: 8-1100-4XX-00-115-0XX-0-XXX

2008

Transfer
AI-11588



SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	Co Wide Adm- Contingency	(4,063.00)
TO		
8-1100-444-00-115-030-0- 622	Easter Seals RGV- Electricity	4,063.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer needed for electricity expenditures for the remainder of the year.

Approved by

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-11635

17.B.

2008 - Interdept for Buildings & Grounds (1100)

CC REGULAR

Date: 10/14/2008

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Buildings & Grounds (1100)

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from County Wide Administration to Buildings & Grounds (1100) in the amount of \$100,000.00 for electricity.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 8-1100-41X-X0-XXX-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From 8-1100-415-00-115-002-0-899 to 8-1100-419-40-220-001-0-622 in the amount of \$100,000.00. Funding available for transfer as of 10/8/08.

Attachments

Link: 2008 Interdpt for B&G
Electricity

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/08/2008 03:10 PM	APRV
2	Manuel Chapa	Manuel Chapa	10/08/2008 04:55 PM	APRV
3	Auditor's Office	Linda Fong	10/09/2008 09:54 AM	APRV
4	Purchasing Department	Marty Salazar	10/09/2008 11:04 AM	APRV
5	Court Administrator	Angela Garcia	10/09/2008 11:11 AM	APRV

Form Started By: Dale Kennan

Started On: 10/08/2008 02:42
PM

Final Approval Date: 10/09/2008

2008 Transfer



DEPARTMENT NAME: Department of Budget & Management for
Buildings & Grounds (1100)

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(100,000.00)
8-1100-419-40-220-001-0-622	GEN GOVT BLDG-ELECTRICITY	\$100,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

Transfer from CO WIDE ADM-CONTINGENCY to GEN GOVT BLDG-ELECTRICITY to fund pending and future electrical services for the County.

DATE _____

ATTEST COUNTY CLERK

AI-11639

17.C.

2008 Interdpt for Hurricane Accounts (1100)

CC REGULAR

Date: 10/14/2008

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: 2008 Hurricane Accounts (1100)

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from Hurricane Ike (program 075) to Hurricane Dolly (program 72) in the amount of \$161,114.20. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 8-1100-415-00-115-07X-0-3XX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From 8-1100-415-00-115-075-0-350 to 072-0-334 & 350 in the amounts of \$10,000.00 and \$151,114.20 (respectively). Funding available for transfer as of 10/8/08.

Attachments

Link: 2008 Interdpt for
Hurricane Accounts (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/09/2008 07:51 AM	APRV
2	Rey Salazar	Rey Salazar	10/09/2008 09:20 AM	APRV
3	Auditor's Office	Linda Fong	10/10/2008 09:00 AM	APRV
4	Purchasing Department	Marty Salazar	10/10/2008 02:17 PM	APRV
5	Court Administrator	Angela Garcia	10/10/2008 02:25 PM	APRV

Form Started By: Dale Kennan

Started On: 10/08/2008 04:15
PM

Final Approval Date: 10/10/2008

2008 Transfer



ATTEST COUNTY CLERK

AI-11654

17.D.

**Interdepartmental Transfer
CC REGULAR**

Date: 10/21/2008

Submitted By: Erika Reyna, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer within Certificate of Obligation, Series 2006 - Buildings & Grounds (1336) from Admin. Building (program 025), Other Major (program 027) and Courthouse Additional Parking (program 028) to Mansion (program 014) in the total amount of \$169,032.00.

BACKGROUND

To fund roof replacement for the Longoria Property.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balances as of 10/09/08:

8-1336-419-40-220-025-0-452 - \$125,378.06

8-1336-419-40-220-027-0-452 - \$2,002.34

8-1336-419-40-220-027-0-671 - \$21,433.61

8-1336-419-40-220-027-0-739 - \$1,891.52

8-1336-419-40-220-028-0-719 - \$5,477.64

8-1336-419-40-220-028-0-739 - \$790,539.76

Attachments

Link: [interdepartmental](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz	Sergio Cruz	10/09/2008 09:58 AM	APRV
2	Budget & Management	Veronica Lopez	10/09/2008 10:06 AM	APRV
3	Dale Kennan	Dale Kennan	10/09/2008 11:08 AM	APRV
4	Auditor's Office	Linda Fong	10/10/2008 09:01 AM	APRV
5	Purchasing Department	Marty Salazar	10/10/2008 02:17 PM	APRV
6	Court Administrator	Angela Garcia	10/10/2008 02:26 PM	APRV

Form Started By: Erika Reyna

Started On: 10/09/2008 09:35
AM

Final Approval Date: 10/10/2008

DATE: October 8, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget and Mgmt. for C.O 2006 - B&G Mansion Bldg. (1336)

ACCOUNT NUMBER: 8-1336-4XX-X0-220-0XX-0-XXX

SUBJECT: **Interdepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
8-1336-419-40-220-025-0-452	C.O., 2006 - B&G-ADM BLDG- BLDG ADD & RENOV	(125,378.06)
8-1336-419-40-220-027-0-452	C.O., 2006 - B&G-OTHER MAJOR-BLDG ADD & RENOV	(2,002.34)
8-1336-419-40-220-027-0-671	C.O., 2006 - B&G-OTHER MAJOR-BLDG R&M SUPPL	(21,433.61)
8-1336-419-40-220-027-0-739	C.O., 2006 - B&G-OTHER MAJOR-OTHER STRUC	(1,891.52)
8-1336-419-40-220-028-0-719	C.O., 2006 - B&G-CRTHSE ADDL PRK-OTHER LAND	(5,477.64)
8-1336-419-40-220-028-0-739	C.O., 2006 - B&G-CRTHSE ADDL PRK-OTHER STRUC	(12,848.83)
TO		
8-1336-444-00-220-014-0-452	C.O., 2006 - B&G-MANSION-BLDG ADD & RENOV	169,032.00
TOTAL BUDGET INCREASE (DECREASE)		-

REASON: **Funds needed to cover expenses associated to the Longoria property roof replacement.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-11671

17.E.

IT Dept Deletion of Project Specialist positions & Creation of IT Operations Admin.

CC REGULAR

Date: 10/21/2008

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

IT Department (200-001):

1. Approval to delete two (2) vacant permanent full-time Project Specialist I positions, slot no's 200-001-0011 & 0016, budgeted at \$33,692.00 and \$31,200.00 per year, respectively.
2. Approval to create one (1) new permanent full-time IT Operations Administrator position, slot no. 200-001-0028, budgeted at \$64,892.00 per year.
3. Approval of revised salary schedule.

BACKGROUND

No budgetary impact. New IT Operations Administrator position will be funded from deleted Project Specialist I positions.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-200-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact. New IT Operations Administrator position will be funded from deleted Project Specialist positions.

Attachments

Link: [IT Operations Admin Job Description](#)

Link: [Project Specialist I Job Descrp.](#)

Link: [IT Dept Fiscal Note](#)

Link: [IT Dept Salary Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	10/10/2008 03:37 PM	APRV
2	Rosalinda Cantu		10/10/2008 04:18 PM	NEW

Form Started By: Ivan Cantu

Started On: 10/10/2008 08:54
AM

Final Approval Date: 10/10/2008

HIDALGO COUNTY INFORMATION TECHNOLOGY DEPARTMENT

Job Title: IT Operations Administrator	FLSA Status: Exempt

Dept No: 200	Service Status: Non-Exempt

SUMMARY:

Individual is tasked with the overall management of IT operations, systems and projects under the direction of Chief Information Officer and/or Information Systems Administrator. This position requires strong leadership, communication, and interpersonal skills with supervisory and management experience.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Supervise IT operations, including but not limited to prioritizing and overseeing IT infrastructure projects, completion of work tasks, understanding of team workload, work effort, and projects.
- Conducts analysis, surveys, questionnaires, focus groups and meetings with all departments and agencies involved in various IT Countywide projects.
- Map out project objectives, timelines and resource projections.
- Formulate internal control processes and implement new operational process and procedures.
- Facilitate departmental strategic planning, workshops, and presentations.
- Keep abreast of security issues, follow and document IT Security Policies, and help IT Department and users comply with policies.
- Recognize business risks and make appropriate recommendations for addressing them.
- Maintain proper documentation of IT projects.
- Knowledge of and or exercise of proper safety procedures are required;
- Some evening and weekend work may be required;
- Performs such other duties as may be assigned;
- Regular attendance is a must;

QUALIFICATION REQUIREMENTS:

Required Qualifications:

Candidate must have strong management experience as well as a strong technical background. Excellent organizational skills are required. Proven ability to prioritize workload, manage work effort and multi-task many duties while maintaining strong communication with staff, vendors, and county departments. Excellent communication skills, both oral and written required. Candidate must be able to work as part of a team, as well as work independently, and thrive in a demanding work environment.

Preferred Qualifications:

Candidate should have a familiarity with standard business management functions. Strong understanding of IT project management preferred.

EDUCATION and/or EXPERIENCE

Bachelor's degree in and a minimum of 5 years relevant work experience in project management, with progressively more responsible managerial experience in a variety of information technology areas.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar to or divergent from obvious standards) of data, people or things;
- Requires the ability to read a variety of reports, correspondence, technical manuals, forms, logs, charges, etc.;
- Requires the ability to prepare a variety of reports using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style;
- Requires the ability to speak to people with poise, voice control and confidence;
- Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts and draw valid conclusions; to interpret and extensive variety of technical instructions in mathematical or diagrammatically form; and to deal with several abstract and concrete variables;
- Requires the ability to deal with people beyond giving and receiving instructions;
- Must be adaptable to performing under minimal level of stress when confronted with persons acting under stress;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' safety regulations;

HIDALGO COUNTY INFORMATION TECHNOLOGY DEPARTMENT

Job Title: Projects Specialist I	FLSA Status: Non-Exempt

Dept No: 200	Service Status: Non-Exempt

SUMMARY:

Individual is tasked with the overall responsibility of one or more information technology drive projects. This position will be responsible for all facets of the assigned project.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Responsible for maintaining assigned projects within their assigned timeline and within their allocated budgets.
- Perform data analysis of required project specifications and related project data.
- Map out project objectives, timelines and resource projections.
- Create and maintain documentation of all phases of the project.
- Good organizational skills are required in order to keep proper maintenance records and allocate resources to individual tasks within the project;
- Knowledge of and or exercise of proper safety procedures are required;
- Some evening and weekend work may be required;
- Performs such other duties as may be assigned;
- Regular attendance is a must;

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or GED; A minimum of thirty college hours are required.
- Must have at least three (3) years experience in the information technology field. Previous supervisory responsibilities are a must. Experience in technology procurement and other IT certifications are preferred. Knowledge of industry standard computer hardware and software preferred;

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar to or divergent from obvious standards) of data, people or things;

- Requires the ability to read a variety of reports, correspondence, technical manuals, forms, logs, charges, etc.;
- Requires the ability to prepare a variety of reports using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style;
- Requires the ability to speak to people with poise, voice control and confidence;
- Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts and draw valid conclusions; to interpret and extensive variety of technical instructions in mathematical or diagrammatically form; and to deal with several abstract and concrete variables;
- Requires the ability to deal with people beyond giving and receiving instructions;
- Must be adaptable to performing under minimal level of stress when confronted with persons acting under stress;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;

- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' 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: Valde Guerra, Budget Officer
CC Date: Tuesday, October 14, 2008

Agenda Item: 11671

Summary of request/proposal:

IT Dept is requesting approval to delete two (2) vacant permanent full-time Project Specialist I positions, slot no.'s 200-001-0011 & 0016 budgeted at \$33,692.00 and \$31,200.00, respectively and approval to create one new permanent full-time IT Operations Administration position, slot no. 200-001-0028 budgeted at \$64,892.00 effective upon CC approval.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Project Specialist I	0011	113	33,692.00	-33,692.00	0.00
1100	Project Specialist I	0016	113	31,200.00	-31,200.00	0.00
1100	IT Operations Administrator	0028	113	0.00	64,892.00	64,892.00
						-
						-
						-
						-
						-
				64,892.00	0.00	64,892.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-415-00-200-001-0-	113	INFO TECH- PERM. FULL TIME EMP.	-
8-1100-415-00-200-001-0-	211	INFO TECH- HEALTH INSURANCE	-
8-1100-415-00-200-001-0-	212	INFO TECH- LIFE INSURANCE	-
8-1100-415-00-200-001-0-	220	INFO TECH- FICA	-
8-1100-415-00-200-001-0-	230	INFO TECH- RETIREMENT	-
8-1100-415-00-200-001-0-	250	INFO TECH- UNEMPLOYMENT COMP	-
8-1100-415-00-200-001-0-	260	INFO TECH- WORKER'S COMP	-
2008 Budgetary Impact			-

2009 Budgetary Impact: \$0.00

Possible Funding Sources: No Budgetary Impact

Budget Office Recommendation:

Hidalgo Co. Budget Office

2/3/2005

**HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
2008 SALARY SCHEDULE**

1100-415-00-200-001-0-XXX INFO TECH DEPT

AI 11671

SalSlot	SalObj	SalTitle	SalBdg	SalAdjusted	SalTotAdj	SalIncPer	SalIncAmt	SalInc	SalBudApp	SalActual	SalLong	SalInt	SalSupp	SalAuto	SalClo	SalTotCom
0001	112	CHF INF OFFCR	\$77,300.00	\$0.00	\$77,300.00	0.04	\$3,092.00	\$0.00	\$80,392.00	\$80,392.00	\$480.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$88,872.00
0002	113	INFO SYSTEM ADMIN	\$67,877.00	\$3,123.00	\$71,000.00	0	\$0.00	\$0.00	\$71,000.00	\$71,000.00	\$600.00	\$0.00	\$0.00	\$4,800.00	\$0.00	\$76,400.00
0003	113	TECHNICIAN V	\$55,073.00	\$0.00	\$55,073.00	0.04	\$2,203.00	\$0.00	\$57,276.00	\$57,276.00	\$0.00	\$0.00	\$0.00	\$2,400.00	\$0.00	\$59,676.00
0004	113	MULTI MEDIA COORDINATOR	\$55,000.00	\$0.00	\$55,000.00	0.04	\$2,200.00	\$0.00	\$57,200.00	\$57,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,200.00
0005	113	APPLICATION DEVELOPER III	\$48,925.00	\$3,575.00	\$52,500.00	0	\$0.00	\$0.00	\$52,500.00	\$52,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,500.00
0006	113	APPLICATION DEVELOPER III	\$45,325.00	\$7,175.00	\$52,500.00	0	\$0.00	\$0.00	\$52,500.00	\$52,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,500.00
0007	113	TECHNICIAN IV	\$44,929.00	\$0.00	\$44,929.00	0.04	\$1,797.16	\$0.00	\$46,726.00	\$46,726.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,206.00
0008	113	TELECOMM MGR	\$41,848.00	\$0.00	\$41,848.00	0.04	\$1,674.00	\$0.00	\$43,522.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00
0009	113	TECHNICIAN III	\$34,646.00	\$2,354.00	\$37,000.00	0	\$0.00	\$0.00	\$37,000.00	\$37,000.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,300.00
0010	113	TECHNICIAN IV	\$33,962.00	\$6,038.00	\$40,000.00	0	\$0.00	\$0.00	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00
Approval to delete vacant permanent full-time Project Specialist I position, slot no. 0011 budgeted at \$33,692.00 per year, pending CC approval																
0011	113	PROJECTS SPECIALIST I	\$32,396.00	\$0.00	\$32,396.00	0.04	\$1,296.00	\$0.00	\$33,692.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0012	113	TECHNICAL ASSISTANT	\$32,349.00	\$0.00	\$32,349.00	0.04	\$1,294.00	\$0.00	\$33,643.00	\$33,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,100.00
0013	113	TECHNICAL ASSISTANT	\$31,823.00	\$0.00	\$31,823.00	0.04	\$1,272.92	\$0.00	\$33,096.00	\$33,096.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,116.00
0014	113	TECHNICIAN IV	\$31,518.00	\$8,482.00	\$40,000.00	0	\$0.00	\$0.00	\$40,000.00	\$40,000.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,420.00
0015	113	ADMIN ASST II	\$30,787.00	\$0.00	\$30,787.00	0.04	\$1,231.48	\$0.00	\$32,018.00	\$32,018.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,018.00
Approval to delete vacant permanent full-time Project Specialist I position, slot no. 0016 budgeted at \$31,200.00 per year, pending CC approval																
0016	113	PROJECTS SPECIALIST I	\$30,000.00	\$0.00	\$30,000.00	0.04	\$1,200.00	\$0.00	\$31,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0017	113	TECHNICIAN I	\$27,488.00	\$0.00	\$27,488.00	0.04	\$1,099.52	\$0.00	\$28,588.00	\$28,588.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,588.00
0018	113	ADMINISTRATIVE ASSISTANT II	\$25,540.00	\$4,460.00	\$30,000.00	0	\$0.00	\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
0019	113	TECHNICIAN I	\$21,000.00	\$0.00	\$21,000.00	0.047619048	\$1,000.00	\$0.00	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
0020	113	TECHNICIAN I	\$0.00	\$22,500.00	\$22,500.00	0	\$0.00	\$0.00	\$22,500.00	\$22,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,500.00
0021	113	TECHNICIAN I	\$0.00	\$22,500.00	\$22,500.00	0	\$0.00	\$0.00	\$22,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0022	113	PROJECTS MANAGER	\$0.00	\$44,500.00	\$44,500.00	0	\$0.00	\$0.00	\$44,500.00	\$44,500.00	\$0.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$48,100.00
0023	113	PROJECTS SPECIALIST II	\$0.00	\$34,500.00	\$34,500.00	0	\$0.00	\$0.00	\$34,500.00	\$34,500.00	\$0.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$38,100.00
0024	113	IT SECURITY ENGINEER	\$0.00	\$34,500.00	\$34,500.00	0	\$0.00	\$0.00	\$34,500.00	\$34,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,500.00
0025	113	GIS OPERATOR	\$0.00	\$48,204.00	\$48,204.00	0	\$0.00	\$0.00	\$48,204.00	\$48,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,204.00
0026	113	GIS OPERATOR ASSISTANT	\$0.00	\$27,756.00	\$27,756.00	0	\$0.00	\$0.00	\$27,756.00	\$27,756.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,756.00
0027	113	TECHNICIAN II	\$0.00	\$26,645.00	\$26,645.00	0	\$0.00	\$0.00	\$26,645.00	\$26,645.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,645.00
0028	113	IT OPERATIONS ADMINISTRATOR	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$64,892.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$767,786.00	\$296,312.00	\$1,064,098.00		\$19,360.08	\$0.00	\$1,083,458.00	\$992,001.00	\$3,300.00	\$0.00	\$0.00	\$22,400.00	\$0.00	\$1,017,701.00

Approval to create one new permanent full-time IT Operations Administrator position, slot no. 0028, budgeted at \$64,892.00 per year, pending CC approval

AI-11679

17.F.

Interdept transfer from Countywide Contingency to Insect Eradication (1100)

CC REGULAR

Date: 10/21/2008

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Insect Eradication:

Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Insect Eradication (1100) in the amount of \$6,405.00.

BACKGROUND

To fund expected expenditures for object codes 346 "Hauling & Freight" and 673 "Road Material"

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-4XX-00-115-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-461-00-115-037-0-346 & 673 in the amounts of \$4,375.00 & \$2,030.00, respectively. Funds available as of 10-10-08.

Attachments

Link: Insect Eradication
Interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	10/10/2008 01:29 PM	APRV
2	Budget & Management	Veronica Lopez	10/10/2008 01:33 PM	APRV
3	Veronica Lopez	Veronica Lopez	10/10/2008 01:55 PM	APRV
4	Auditor's Office		10/10/2008 04:18 PM	NEW

Form Started By: Ivan Cantu
Started On: 10/10/2008 01:18 PM

Final Approval Date: 10/10/2008

AI-11687

17.G.

**Interdepartmental transfer for DBM - Safety Div
CC REGULAR**

Date: 10/21/2008

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to DBM Safety Division (1100) in the amount of \$9,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899-->8-1100-419-50-115-059-0-339 \$9,000.00

Available balance as of 10/10/08 \$384,512.11

Attachments

Link: [Interdept. Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/10/2008 03:20 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/10/2008 03:31 PM	APRV
3	Auditor's Office		10/10/2008 04:18 PM	NEW
Form Started By: Manuel Chapa			Started On: 10/10/2008 03:08 PM	
Final Approval Date: 10/10/2008				

DATE: October 10, 2008

DEPARTMENT HEAD: Valde Guerra

AI# 11687

DEPARTMENT NAME: Dept. of Budget & Management Safety Division

ACCOUNT NUMBER: 8-1100-419-50-115-059-0-339

SUBJECT: Interdepartmental Transfer

CONTACT PERSON: Manuel Chapa

PH# : 956-292-7025

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-415-00-115-002-0-899	Co. Wide Adm - Contingency	(9,000.00)
8-1100-419-50-115-059-0-339	DBM- Safety Div- Other Professional Srv	9,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Interdepartmental transfer from Co. Wide Adm. - Contingency to DBM - Safety Division to cover expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-11631

18.D.

**Las Palmas Tax Abatement Application
CC REGULAR**

Date: 10/14/2008

Submitted By: Erika Reyna, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Deliberation regarding the Las Palmas Project request for tax abatement pursuant to Chapter 551, Texas Government Code, Section 551.087.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding required.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/08/2008 02:10 PM	APRV
2	Auditor's Office	Linda Fong	10/09/2008 09:41 AM	APRV
3	Purchasing Department	Marty Salazar	10/09/2008 11:06 AM	APRV
4	Court Administrator	Angela Garcia	10/09/2008 11:11 AM	APRV

Form Started By: Erika Reyna
Started On: 10/08/2008 01:59 PM
Final Approval Date: 10/09/2008

AI-11661

18.E.

Cause No. C-2294-08-D

CC REGULAR

Date: 10/14/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Cause No. C-2294-08-D; Oscar Oviedo d/b/a Oscar's Truck Painting vs Robert Brian Daniels and Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/09/2008 03:13 PM	APRV
2	Auditor's Office	Linda Fong	10/10/2008 09:02 AM	APRV
3	Purchasing Department	Marty Salazar	10/10/2008 02:19 PM	APRV
4	Court Administrator	Angela Garcia	10/10/2008 02:26 PM	APRV

Form Started By: Norma Silva

Started On: 10/09/2008 02:48 PM

Final Approval Date: 10/10/2008

AI-11682

18.F.

Cause No. CL-06-3028-B

CC REGULAR

Date: 10/14/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Cause No. CL-06-3028; Martha Patricia Garza, et al vs Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/10/2008 02:59 PM	APRV
2	Auditor's Office	Linda Fong	10/10/2008 03:20 PM	APRV
3	Purchasing Department	Marty Salazar	10/10/2008 03:22 PM	APRV
4	Court Administrator	Angela Garcia	10/10/2008 03:49 PM	APRV

Form Started By: Norma Silva

Started On: 10/10/2008 02:10 PM

Final Approval Date: 10/10/2008

AI-11632

19.D.

**Las Palmas Tax Abatement Application
CC REGULAR**

Date: 10/14/2008

Submitted By: Erika Reyna, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Deliberation regarding the Las Palmas Project request for tax abatement pursuant to Chapter 551, Texas Government Code, Section 551.087.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding needed.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/08/2008 02:10 PM	APRV
2	Auditor's Office	Linda Fong	10/09/2008 09:42 AM	APRV
3	Purchasing Department	Marty Salazar	10/09/2008 11:06 AM	APRV
4	Court Administrator	Angela Garcia	10/09/2008 11:11 AM	APRV

Form Started By: Erika Reyna
Started On: 10/08/2008 02:02 PM
Final Approval Date: 10/09/2008

AI-11662

19.E.

Cause No. C-2294-08-D

CC REGULAR

Date: 10/14/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Cause No. C-2294-08-D; Oscar Oviedo d/b/a Oscar's Truck Painting vs Robert Brian Daniels and Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/09/2008 03:13 PM	APRV
2	Auditor's Office	Linda Fong	10/10/2008 09:02 AM	APRV
3	Purchasing Department	Marty Salazar	10/10/2008 02:18 PM	APRV
4	Court Administrator	Angela Garcia	10/10/2008 02:26 PM	APRV

Form Started By: Norma Silva

Started On: 10/09/2008 02:50 PM

Final Approval Date: 10/10/2008

AI-11683

19.F.

Cause No. CL-06-3028

CC REGULAR

Date: 10/14/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Cause No. CL-06-3028, Martha Patricia Garza, et al vs Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/10/2008 03:00 PM	APRV
2	Auditor's Office	Linda Fong	10/10/2008 03:21 PM	APRV
3	Purchasing Department	Marty Salazar	10/10/2008 03:22 PM	APRV
4	Court Administrator	Angela Garcia	10/10/2008 03:49 PM	APRV

Form Started By: Norma Silva

Started On: 10/10/2008 02:14 PM

Final Approval Date: 10/10/2008
