AI-11942 **5.C.**

Public Hearing - TRZ

CC REGULAR

Date:	11/04/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Public Hearing regarding the creation of "Transportation Reinvestment Zone Number One, County of Hidalgo"

BACKGROUND

Published in the newspaper on Monday, Oct. 27, 2008

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/31/2008 12:19 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/31/2008 01:32 PM	APRV
3	Auditor's Office	Linda Fong	10/31/2008 04:16 PM	APRV
4	Purchasing Department		10/31/2008 04:43 PM	NEW

Form Started By: Monica Badillo — Started On: 10/24/2008 04:53 PM

Final Approval Date: 10/31/2008

HIDALGO COUNTY COMMISSIONERS COURT
NOTICE OF PUBLIC HEARING FOR PROPOSED TRANSPORTATION REINVESTMENT ZONE, NUMBER ONE

NOTICE IS HEREBY GIVEN that at 9:30 a.m. on November 4, 2008, a public hearing will be held by the Hidalgo County Commissioners Court (the "County") in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st Floor, Edinburg, Hidalgo County, Texas to receive comments from interested individuals regarding the creation of "Transportation Reinvestment Zone Number One, County of Hidalgo" (the "Zone"), the benefits of the Zone to the County and to property in the Zone, and the abatement of ad valorem taxes imposed by the County on real property located in the Zone.

The proposed Zone consists of an area located entirely within Hidalgo County and encompassing approximately 221.9 square miles, located wholly within the following described area:

Beginning at the intersection of US 281 just north of Mile 20, continuing east southeast to FM 1925, then continuing south, east of Tower Road to US 83 with an area plus or minus 2 miles from either side of the centerline. Then from US 83 to Moore Drive; thence, east south east to an intersection of FM 493 and Military Highway with an area plus or minus 3.5 miles from either side of the centerline. Continuing to the west, south of the floodway and north of Military Highway containing approximately 10,000 acres. Then from Military Highway, east of I-Road continuing north until Thomas Road; thence, continuing west to US 281. Then from US 281, continuing west, south of the floodway to Spur 115, continuing west northwest, north of the floodway to US 83 just east of FM 1423 with an area plus or minus 2 miles from either side of the centerline. Then from US 83, west of Iowa Rd., north to Mile 14 with an area plus or minus 3.5 miles from either side of the centerline. Then continuing from Mile 14 east to US 281 with an area plus or minus 3.25 miles from either side of the centerline.

The Zone is depicted by the shaded area on the map below:

A specific boundary description for the Zone may be obtained upon request by contacting SERGIO CRUZ at (956) 292-7025 ext. 5424. Additionally, a copy of the specific boundary description and a map depicting the boundaries of the Zone may be viewed at: Department of Budget & Management, 2818 S. Bus. Hwy 281, Edinburg, Texas 78539.

All interested citizens are invited to attend this public hearing and to speak for or against the designation of the Zone, its boundaries, or the abatement of county taxes on real property located in the Zone.

This meeting site is accessible to persons in wheelchairs. If special assistance or accommodations are required in order to attend this public hearing, please contact SERGIO CRUZ at (956) 292-7025 ext. 5424 in advance so that accommodations can be made. Persons with disabilities who plan to attend the public hearing and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, and readers of large print or Braille, are requested to contact SERGIO CRUZ at (956) 292-7025 ext. 5424 at least two (2) business days prior to the hearing so that appropriate arrangements can be made.

AI-11955 **5.D.**

rescheduling of Nov. 11th mtg.

CC REGULAR

Date:	11/04/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Discussion and action on rescheduling of November 11, 2008 meeting to Wednesday, November 12, 2008 due to holiday.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/28/2008 02:29 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/29/2008 12:25 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 07:51 AM	APRV
4	Purchasing Department	Marty Salazar	10/30/2008 10:19 AM	APRV
5	Court Administrator (Originator)	Angela Garcia	10/31/2008 08:14 AM	APRV

Form Started By: Monica Badillo — Started On: 10/28/2008 02:20 PM

Final Approval Date: 10/31/2008

AI-12049 **5.E.**

Funeral Escorts
CC REGULAR

Date:	11/04/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Discussion and action, (if applicable) regarding Funeral Escorts

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/31/2008 06:57 AM	APRV
2	Auditor's Office	Linda Fong	10/31/2008 10:28 AM	APRV
3	Purchasing Department	Marty Salazar	10/31/2008 11:00 AM	APRV
Form Started By: Monica Badillo			Started On: 10/30/2008 04:27 PM	
Final Approval Date: 10/31/2008				

AI-12069 **5.F.**

FLSA Exempt Employees
CC REGULAR

Date:	11/04/2008
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration, and approval to compensate FLSA exempt employees at their respective hourly rate for non-regular working hours worked during Federal, State, and or County declared disaster.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/31/2008 02:43 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/31/2008 02:49 PM	APRV
3	Auditor's Office	Linda Fong	10/31/2008 04:18 PM	APRV
4	Purchasing Department		10/31/2008 04:43 PM	NEW
Form Started By: Sergio Cruz			Started On: 10/31/2008 02:22 PM	
Final Approval Date: 10/31/2008				

AI-12056 **5.G.**

Waiver for Civil Service Excluded Positions
CC REGULAR

Date: 11/04/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion, consideration, and approval to waive internal/external employment posting procedures, Sections 6.07 - 6.12 of the Hidalgo County Personnel Policy Manual, for the new drainage improvement project positions declared sensitive by Commissioners Court and excluded from Civil Service coverage by the Commission on October 31, 2008.
2. Discussion, consideration, and approval to present to the Civil Service Commission at their next scheduled meeting a request on behalf of Hidalgo County Commissioners Court to amend Commission rules as follows: Each Elected Official and Appointed Official under the Texas Constitution may declare two (2) key positions, and each County Commissioner may declare five (5) key positions as sensitive and excluded from Civil Service coverage.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/31/2008 02:46 PM	APRV
2	Ana Galvan	Anna Galvan	10/31/2008 03:32 PM	APRV
3	Auditor's Office	Linda Fong	10/31/2008 04:21 PM	APRV
4	Purchasing Department		10/31/2008 04:43 PM	NEW

Form Started By: Sergio Cruz — Started On: 10/31/2008 12:30 PM

Final Approval Date: 10/31/2008

AI-12072 **5.H.**

Internship Agreement with So. Tx. Vo Tech
CC REGULAR

Date:	11/04/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Submitted For:	Tax Office
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on Internship Agreement between South Texas Vo-Tech and County of Hidalgo Tax Office.

BACKGROUND

Agreement being revised. MB

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/31/2008 03:32 PM	APRV
2	Erika Reyna	Erika Reyna	10/31/2008 04:23 PM	APRV
3	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Monica Badillo — Started On: 10/31/2008 03:23 PM

Final Approval Date: 10/31/2008

Date: 09/25/08

Hidalgo County Tax Office
Mr. Armando Barrera
P.O. Box 178
Edinburg, TX 78540-0178
956-973-7825

Dear Mr. Barrera,

This letter is in regards to STVT Computer Accounting Student, **Elvira Perez.** Elvira has expressed interest in doing her internship at the Hidalgo County Tax Office in Weslaco. This letter is a request for consideration to host **Elvira** at your office.

If accepted, **Elvira** would be assigned to you for a period of six weeks, for 4 hours per day, Monday through Thursday for a total of 96 hours. The start date would be: 10/06/08. As a student enrolled in the school, **Elvira** should not receive financial remuneration from you and will be expected to abide by the rules and regulations of your facility.

In order to comply with administrative requirements of South Texas Vo-Tech, an affiliation agreement will need to be signed by both parties. Please see enclosed.

In order to ensure that the student receives credit for her externship, the site manager will need to sign a completed timesheet each week and complete an evaluation of the student to be turned in by the end of the fifth (5^{th}) week. The Externship Coordinator will make periodic on-site visits and calls whenever possible to check in with the student and the site supervisor.

This experience in your facility will help to provide our students with a better overall view of their chosen field and your assistance is greatly appreciated.

Again, thank you for your willingness to participate in the education of a more fully informed employee.

Sincerely,

Raquel Reyes-Diaz

Raquel Reyes-Diaz
Externship Coordinator
246-4729
rreyes@stvt.edu

2008 OCT 2 PM 3 31
BUDGET OFFICE
HIDALGO COUNTY

AI-12075 **5.I.**

Public Hearing on Hidalgo County Transportation Reinvestment Zone No. 1

CC REGULAR

Date:	11/04/2008
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Public hearing on the creation of Hidalgo County Transportation Reinvestment Zone No. 1 to be located on property impacted by the Hidalgo County Loop.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/31/2008 03:52 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/31/2008 04:11 PM	APRV
3	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Sergio Cruz — Started On: 10/31/2008 03:47 PM

Final Approval Date: 10/31/2008

AI-12037 **6.B.**

Budget Amendment - UPL - Indigent Health Care
CC REGULAR

Date: 11/04/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Health & Human Services Dept.

Information

CAPTION

Approval of 2008 appropriation of funds to UPL FY 2008-09 Aid to Nongovt. Agency (1249) in the amount of $2,642,156.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Fund 1249
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance for appropriation as of 10/30/08 $2,845,583.91.

Attachments

Link: BA - UPL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/30/2008 03:30 PM	APRV
2	Dale Kennan	Dale Kennan	10/30/2008 03:52 PM	APRV
3	Auditor's Office	Linda Fong	10/31/2008 12:41 PM	APRV
4	Purchasing Department	Marty Salazar	10/31/2008 02:38 PM	APRV

Form Started By: Manuel Chapa Started On: 10/30/2008 02:25 PM

Final Approval Date: 10/31/2008

DATE: October 30, 2008

DEPARTMENT HEAD: VALDE GUERRA

AI - 12037

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR COUNTY INDIGENT HEALTH CARE FUND (1249)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1249-444-00-240-004-9- 843	UPL FY 2008-2009 - AID TO NONGOVT AGENCY	2,642,156.00
	TOTAL BUDGET INCREASE (DECREASE)	**2,642,156.00**

REASON: TO APPROPRIATE FUNDING NEEDED FOR 2008 -09 COUNTY INDIGENT HEALTH CARE FUND 1ST QTR & DECEMBER PMTS.

1ST QTR PMT		**$2,125,000.00**	**Sept--Nov Payment**
	Plus	**$708,333.34**	**December Payment**
	Less	**$5,945.90**	**Paid as of 10-30-08**
	Less	**$185,231.44**	**Available bal. in account as of 10-30**
		$2,642,156.00	

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-11947 **7.A.**

HIDTA Task Force

CC REGULAR

Date:	11/04/2008
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Dora L. Munoz, Commander
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

1. Discussion, consideration, and approval to destroy a 2001 Pontiac Aztec (manufactured in Mexico) VIN. 3G7DA03E51S537638 under the guidelines of the Texas Department of Transportation, Vehicle Titles and Registration Division.
2. Approval to use Abrego's Trucking Service for destruction of said vehicle.
3. Approval to remove asset number 40906 (said vehicle) from inventory.

BACKGROUND

A 2001 Pontiac Aztec (vin. 3G7DA03E51X537638) was court awarded with Cause No. C-1626-02-C
under the Texas State of Code of Criminal Procedure, Chapter 59-Forfeiture of Contraband

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Removal of asset from inventory does not require funding; no fiscal impact.

Attachments

Link: Aztec-Scrapped

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/27/2008 03:04 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/28/2008 08:14 AM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 07:35 AM	APRV
4	Purchasing Department	Marty Salazar	10/30/2008 10:18 AM	APRV
5	Court Administrator	Angela Garcia	10/31/2008 08:14 AM	APRV

Form Started By: Nelda Olivarez Started On: 10/27/2008 12:20 PM

Final Approval Date: 10/31/2008

Photos taken on 9/2/08

2001 PONTIAC AZTEC

Asset # 40906 HIDTA # _____ TF# _____

Serial No. / Other identification No.: 3G7DA03E51S537638

Vendor: *Court Awarded Cause No. C-1626-02-C*

Acquisition Date: 12/11/02 Cost: $ 13,525.00 Funds: _____

Purchase Order #: _____ Assigned/Location: *Office use*

Disposal Date: _____ Sale Price: $ -

NOTES: *Mexican vehicle - with a false compartment*

Interlocal agreement

CAUSE NO. C-1626-02-C

THE STATE OF TEXAS	**X**	**IN THE DISTRICT COURT**
VS.	**X**	**139TH JUDICIAL DISTRICT**
ONE (1) 2000 CHRYSLER CIRRUS, VIN #1C3DJ56H5YN301372; AND, ONE (1) 2001 PONTIAC AZTEC, VIN #3G7DA03E51S537638	**X**	**HIDALGO COUNTY, TEXAS**

DEFAULT JUDGMENT

ON this date, came to be considered the above-entitled and numbered cause wherein the State of Texas as Plaintiff alleged that it had seized **ONE (1) 2000 CHRYSLER CIRRUS, VIN #1C3DJ56H5YN301372; AND, ONE (1) 2001 PONTIAC AZTEC, VIN #3G7DA03E51S537638,** alleged in the Original Notice of Seizure and Intended Forfeiture filed herein.

The Court finds that citation and certified copy of Plaintiff's Original Petition and Notice of Seizure and Intended Forfeiture were duly and personally served on **PABLO LOPEZ PEREZ and GERALDO SILVA SORIA** by posting at the courthouse door pursuant to Article 59.04(c) Texas Code of Criminal Procedure, and that said citations were returned to the Clerk of the Court where they have remained on file for the time required by law. The Court finds that no answers have been filed herein by the above-named defendants and that the defendants have failed to appear and have wholly made default.

The Court finds that citation and certified copy of Plaintiff's Original Petition and Notice of Seizure and Intended Forfeiture was duly served on **SERGIO GARCIA** by posting at the courthouse door pursuant to Article 59.04(c) Texas Code of Criminal Procedure, and that said citation was returned to the Clerk of the Court where it has remained on file for the time required by law. The Court finds that no answer has been filed herein by the above-named defendant and that the defendant has failed to appear and has wholly made default.

Plaintiff, THE STATE OF TEXAS, announced ready for trial and presented evidence to the Court that the **ONE (1) 2000 CHRYSLER CIRRUS, VIN #1C3DJ56H5YN301372; AND, ONE (1) 2001 PONTIAC AZTEC, VIN #3G7DA03E51S537638**, the subject of this suit, was contraband pursuant to Article 59.01, Texas Code of Criminal Procedure, in that it was used or intended to be used in the commission of a felony under Chapter 481 of the Texas Health and Safety Code. Pursuant to Article 59.05(e), said **ONE (1) 2000 CHRYSLER CIRRUS, VIN #1C3DJ56H5YN301372; AND, ONE (1) 2001 PONTIAC AZTEC, VIN #3G7DA03E51S537638** should be forfeited to the Criminal District Attorney of Hidalgo County, Texas as agent for the State of Texas, and the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE,** in accordance with their local agreement.

The Court, after duly considering the evidence and the law, is of the opinion and so finds that **ONE (1) 2000 CHRYSLER CIRRUS, VIN #1C3DJ56H5YN301372; AND, ONE (1) 2001 PONTIAC AZTEC, VIN #3G7DA03E51S537638**, the subject of this suit, is contraband as defined in the Texas Code of Criminal Procedure, Article 59.01(2). The court further finds that the said **ONE (1) 2000 CHRYSLER CIRRUS, VIN #1C3DJ56H5YN301372; AND, ONE (1) 2001 PONTIAC AZTEC, VIN #3G7DA03E51S537638** was used or intended to be used in violation of the Texas

ENTERED 1-02-03

7961112

T.F. #02-08-001

Controlled Substance Act, Chapter 481 of the Texas Health and Safety Code. Plaintiff, pursuant to Articles 59.01(2), 59.05(e) of the Texas Code of Criminal Procedure requests that **ONE (1) 2000 CHRYSLER CIRRUS, VIN #1C3DJ56H5YN301372; AND, ONE (1) 2001 PONTIAC AZTEC, VIN #3G7DA03E51S537638,** the subject of this suit, be forfeited to the CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, as agent for the State of Texas and the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE**, in accordance with their local agreement.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the **ONE (1) 2000 CHRYSLER CIRRUS, VIN #1C3DJ56H5YN301372; AND, ONE (1) 2001 PONTIAC AZTEC, VIN #3G7DA03E51S537638,** made the subject of this suit and identified in Plaintiff's Original Petition and Notice of Seizure, are hereby disposed in the following manner:

ONE (1) 2000 CHRYSLER CIRRUS, VIN #1C3DJ56H5YN301372; AND, ONE (1) 2001 PONTIAC AZTEC, VIN #3G7DA03E51S537638 are forfeited to the CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS and the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE**, pursuant to the parties' local agreement.

IT IS FURTHER ORDERED that the **ONE (1) 2000 CHRYSLER CIRRUS, VIN #1C3DJ56H5YN301372; AND, ONE (1) 2001 PONTIAC AZTEC, VIN #3G7DA03E51S537638**; hereinafter referred to as the "subject vehicle"; the subject of this suit, be awarded to the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE,** to be used for Law Enforcement purposes.

IT IS FURTHER ORDERED that the "subject vehicles" be released INSTANTER to the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE,** and the State Department of Highway and Public Transportation is ordered to issue valid certificates of title to **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE** for the "subject vehicles".

IT IS FURTHER ORDERED that in the event the "subject vehicles" is to be sold at auction by the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE** pursuant to the Texas Transportation Code and/or the Texas Code of Criminal Procedure, the State Department of Highway and Public Transportation is ordered to issue valid certificates of title to the PURCHASER of the "subject vehicles" subsequent to the sale at auction.

All relief not expressly granted is hereby denied.

All costs of Court in this cause shall be adjudged against the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE.**

SIGNED AND ENTERED this the 11th day of Dec., 2002.

DATE 12-16-02

A true copy I certify
PAULINE G. GONZALEZ
District Clerk, Hidalgo County, Texas
By Ora Guthrie Deputy

JUDGE PRESIDING

7961113

AI-11962 **7.B.**

Interlocal Agreement between Hidalgo County HIDTA Task Force and the McAllen Independent School District Police Department

CC REGULAR

Date:	11/04/2008
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Dora L. Munoz, Commander
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

Authorization and approval to accept the Interlocal Agreement between the Hidalgo County HIDTA Task Force and the McAllen Independent School District Police Department as set forth under Texas Code of Criminal Procedure Chapter 59.

BACKGROUND

As set forth under the Texas Code of Criminal Procedure Chapter 59 Article 59.06(b) Disposition of Forfeited Property "If a local agreement exists between the attorney representing the state and law enforcement agencies, the attorney representing the state may transfer property to law enforcement agencies to maintain, repair, use, and operate the property for offficial purposes if the property is free of any interest of an interest holder."

Interlocal Agreement has been reviewed and approved by legal counsel.

Fiscal Impact

FISCAL YEAR: N/A **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact to County. The law enforcement agency receiving forfeiture asset(s) under CCP 59 is responsible for maintaining such assets and is responsible for all costs (expenditures) associated with the asset(s) received.

Attachments

Link: Interlocal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/29/2008 10:31 AM	APRV
2	Ivan Cantu	Ivan Cantu	10/29/2008 12:52 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 02:52 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2008 03:28 PM	APRV

5	Court Administrator	Angela Garcia	10/31/2008 08:14 AM	APRV
Form Started By: Nelda Olivarez			Started On: 10/29/2008 08:55 AM	
Final Approval Date: 10/31/2008				

STATE OF TEXAS §
§
HIDALGO COUNTY §

INTERLOCAL AGREEMENT BETWEEN HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) TASK FORCE AND McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDALGO COUNTY HIDTA TASK FORCE** and

WHEREAS, the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** has and will continue to assist the **HIDALGO COUNTY HIDTA TASK FORCE** during law-enforcement operations.

NOW, THEREFORE, to enhance cooperation among local law enforcement agencies, and express their mutual commitment of depriving criminals of proceeds generated by their illegal activities, the **HIDALGO COUNTY HIDTA TASK FORCE** will provide the **amount of twenty thousand dollars ($20,000.00)** to the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT**:

THEREFORE, the parties hereto agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** shall present the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** the sum of **twenty thousand dollars ($20,000.00)**

2. The amount of **twenty thousand dollars ($20,000.00)** shall solely be used for law enforcement purposes by the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** as set forth under the **Code of Criminal Procedure Chapter 59.**

3. The **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** shall solely be responsible for all expenditures and requirements as set forth under **CODE OF CRIMINAL PROCEDURE CHAPETER 59**

COUNTY OF HIDALGO

BY: _____ _____
JUAN D. SALINAS III, COUNTY JUDGE DATE

BY: _____ _____
RENE GUERRA, COUNTY DISTRICT ATTORNEY DATE

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____ _____
DORA L. MUNOZ, COMMANDER DATE

McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

BY: _____ _____
CRIS ESQUIVEL, CHIEF DATE

McALLEN INDEPENDENT SCHOOL DISTRICT

BY: _____ _____
YOLANDA CHAPA, SUPERINTENDENT DATE

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

Date:_____

AI-11961 **7.C.**

Memorandum of Understanding between HIDTA and Hidalgo County Constable's Office, Precinct 3

CC REGULAR

Date:	11/04/2008
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Dora L. Munoz, Commander
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

Authorization and approval to accept the Memorandum of Understanding between the Hidalgo County HIDTA Task Force and the Hidalgo County Constable Precinct No. 3 as set forth under Texas Code of Criminal Procedure Chapter 59.

BACKGROUND

As set forth under the Texas Code of Criminal Procedure Chapter 59 Article 59.06(b) *Disposition of Forfeited Property* "If a local agreement exists between the attorney respresenting the state and law enforcement agencies, the attorney representing the state may transfer the property to law enforcement agencies to maintain, repair, use, and operate the property for official purposes if the property is free of any interest of an interest holder."

Will appropriate monies for next Comm. Court meeting

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** dept 293 expense report attached

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

BUDGETARY IMPACT:

The Constable Pct. 3 receiving forfeiture asset(s) under CCP 59 is responsible for maintaing such assets and is responsible for all costs (expenditures) associated with the asset(s) received.

Please refer to attached expense report as of 10-29-08 for the Constable Pct. 3 office (all funds, dept 293). Funds available as of 10-29-08.

Attachments

Link: MOU

Link: Constable Pct. 3 expense report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Veronica Lopez	10/29/2008 10:37 AM	APRV
2	Ivan Cantu	Ivan Cantu	10/29/2008 12:42 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 07:55 AM	APRV
4	Purchasing Department	Marty Salazar	10/30/2008 02:15 PM	APRV
5	Court Administrator	Angela Garcia	10/31/2008 08:14 AM	APRV

Form Started By: Nelda Olivarez Started On: 10/29/2008 08:27 AM

Final Approval Date: 10/31/2008

STATE OF TEXAS §
§
HIDALGO COUNTY §

MEMORANDUM OF UNDERSTANDING BETWEEN HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) TASK FORCE AND HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDALGO COUNTY HIDTA TASK FORCE** and

WHEREAS, the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** has and will continue to assist the **HIDALGO COUNTY HIDTA TASK FORCE** during law-enforcement operations.

NOW, THEREFORE, to enhance cooperation among local law enforcement agencies, and express their mutual commitment of depriving criminals of proceeds generated by their illegal activities, the **HIDALGO COUNTY HIDTA TASK FORCE** will provide the **amount of twenty thousand dollars ($20,000.00)** to the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3**:

THEREFORE, the parties hereto agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** shall present the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** the sum of **twenty thousand dollars ($20,000.00)**

2. The amount of **twenty thousand dollars ($20,000.00)** shall solely be used for law enforcement purposes by the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** as set forth under the **Code of Criminal Procedure Chapter 59.**

3. The **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** shall solely be responsible for all expenditures and requirements as set forth under **CODE OF CRIMINAL PROCEDURE CHAPETER 59**

COUNTY OF HIDALGO

BY: _____ _____
JUAN D. SALINAS III, COUNTY JUDGE DATE

BY: _____ _____
RENE GUERRA, COUNTY DISTRICT ATTORNEY DATE

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____ _____
DORA L. MUNOZ, COMMANDER DATE

HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3

BY: _____ _____
LAZARO GALLARDO, CONSTABLE PCT.3 DATE

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

Date:_____

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-421-00-293-001-0-111	CONSTABLE PCT.3-SALARIES OF OFFICIALS	54,340.00	54,340.00	.00	45,283.40	9,056.60	83.33
8-1100-421-00-293-001-0-113	CONSTABLE PCT.3-PERM F/T EMPLOYEES	440,430.00	441,255.57	.00	343,522.22	97,733.35	77.85
8-1100-421-00-293-001-0-115	CONSTABLE PCT.3-LONGEVITY PAY	2,580.00	2,280.00	.00	1,844.00	436.00	80.88
8-1100-421-00-293-001-0-117	CONSTABLE PCT.3-SUPPLEMENTAL PAY	15,300.00	15,300.00	.00	10,436.54	4,863.46	68.21
8-1100-421-00-293-001-0-118	CONSTABLE PCT.3-AUTO ALLOWANCE	8,000.00	8,000.00	.00	6,666.60	1,333.40	83.33
8-1100-421-00-293-001-0-211	CONSTABLE PCT.3-HEALTH INSURANCE	54,132.00	54,132.00	.00	44,078.41	10,053.59	81.43
8-1100-421-00-293-001-0-212	CONSTABLE PCT.3-LIFE INSURANCE	429.00	429.00	.00	291.38	137.62	67.92
8-1100-421-00-293-001-0-220	CONSTABLE PCT.3-FICA	39,830.00	39,870.21	.00	31,202.40	8,667.81	78.26
8-1100-421-00-293-001-0-230	CONSTABLE PCT.3-RETIREMENT	45,713.00	45,759.15	.00	36,205.59	9,553.56	79.12
8-1100-421-00-293-001-0-250	CONSTABLE PCT.3-UNEMPLOYMENT COMP	2,283.00	2,285.63	.00	1,799.40	486.23	78.73
8-1100-421-00-293-001-0-260	CONSTABLE PCT.3-WORKERS COMP	21,431.02	22,523.56	.00	17,076.56	5,447.00	75.82
8-1100-421-00-293-001-0-342	CONSTABLE PCT.3-INFORMATION & CREDIT SRV	.00	1,325.00	.00	625.00	700.00	47.17
8-1100-421-00-293-001-0-432	CONSTABLE PCT.3-EQUIP R&M SERVICE	300.00	300.00	.00	.00	300.00	.00
8-1100-421-00-293-001-0-434	CONSTABLE PCT.3-VEHICLE R&M SERVICE	25,000.00	25,000.00	4,411.29	8,450.09	12,138.62	51.45
8-1100-421-00-293-001-0-442	CONSTABLE PCT.3-EQUIP & VEHICLE RENTALS	2,500.00	2,520.00	878.90	1,352.66	288.44	88.55
8-1100-421-00-293-001-0-529	CONSTABLE PCT.3-SURETY & NOTORY BONDS	1,500.00	1,100.00	300.00	620.00	180.00	83.64
8-1100-421-00-293-001-0-531	CONSTABLE PCT.3-TELEPHONE	3,000.00	2,000.00	.00	831.57	1,168.43	41.58
8-1100-421-00-293-001-0-535	CONSTABLE PCT.3-POSTAGE	1,000.00	500.00	.00	300.00	200.00	60.00
8-1100-421-00-293-001-0-550	CONSTABLE PCT.3-PRINTING & BINDING	3,000.00	2,766.28	.00	1,938.00	828.28	70.06
8-1100-421-00-293-001-0-581	CONSTABLE PCT.3-TRAVEL IN COUNTY	200.00	.00	.00	.00	.00	.00
8-1100-421-00-293-001-0-583	CONSTABLE PCT.3-TRAVEL OUT OF COUNTY	5,000.00	6,940.00	2,397.03	4,145.69	397.28	94.28
8-1100-421-00-293-001-0-584	CONSTABLE PCT.3-REGISTRATION FEES	1,500.00	1,160.00	.00	1,110.00	50.00	95.69
8-1100-421-00-293-001-0-601	CONSTABLE PCT.3-OFFICE SUPPLIES	1,500.00	2,030.00	693.05	1,307.70	29.25	98.56
8-1100-421-00-293-001-0-602	CONSTABLE PCT.3-PAPER SUPPLIES	500.00	500.00	.00	204.30	295.70	40.86
8-1100-421-00-293-001-0-605	CONSTABLE PCT.3-CLOTHING & UNIFORMS	5,000.00	4,500.00	111.00	3,073.00	1,316.00	70.76
8-1100-421-00-293-001-0-611	CONSTABLE PCT.3-POLICE SUPPLIES	5,000.00	4,866.00	10.00	4,548.42	307.58	93.68
8-1100-421-00-293-001-0-631	CONSTABLE PCT.3-BOTTLED WATER	500.00	235.00	56.75	63.25	115.00	51.06
8-1100-421-00-293-001-0-640	CONSTABLE PCT.3-REFERENCE MATERIALS	500.00	733.72	.00	733.72	.00	100.00
8-1100-421-00-293-001-0-661	CONSTABLE PCT.3-MINOR OFFICE EQUIPMENT	800.00	800.00	.00	.00	800.00	.00
8-1100-421-00-293-001-0-664	CONSTABLE PCT.3-OTHER MINOR EQUIPMENT	3,000.00	3,000.00	.00	599.04	2,400.96	19.97
8-1100-421-00-293-001-0-665	CONSTABLE PCT.3-MINOR COMPUTER EQUIPMENT	1,500.00	1,500.00	.00	273.26	1,226.74	18.22
8-1100-421-00-293-001-0-679	CONSTABLE PCT.3-OTHER R&M SUPPLIES	.00	384.00	.00	384.00	.00	100.00
8-1100-421-00-293-001-0-681	CONSTABLE PCT.3-VEHICLE R&M SUPPLIES	2,000.00	1,780.00	.00	1,128.43	651.57	63.39
8-1100-421-00-293-001-0-682	CONSTABLE PCT.3-GASOLINE/DIESEL	50,000.00	50,000.00	11,476.47	34,164.26	4,359.27	91.28

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-421-00-293-001-0-684	CONSTABLE PCT.3-TIRES & TUBES	4,000.00	3,900.00	1,101.00	2,254.88	544.12	86.05
8-1100-421-00-293-001-0-741	CONSTABLE PCT.3-VEHICLES	.00	30,402.69	.00	30,402.69	.00	100.00
8-1100-421-00-293-001-0-810	CONSTABLE PCT.3-DUES & MEMBERSHIPS	1,000.00	585.00	.00	585.00	.00	100.00
1100 GENERAL FUND		**802,768.02**	**835,002.81**	**21,435.49**	**637,501.46**	**176,065.86**	**78.91**
1220 LEOSE FUND							
8-1220-421-00-293-002-0-583	CONSTABLE PCT.3 LEOSE-TRAVEL OUT OF CO	362.91	1,271.26	.00	1,242.00	29.26	97.70
8-1220-421-00-293-002-0-584	CONSTABLE PCT.3 LEOSE-REGISTRATION FEES	.00	800.00	.00	745.00	55.00	93.13
1220 LEOSE FUND		**362.91**	**2,071.26**	**.00**	**1,987.00**	**84.26**	**95.93**
1230 CONSTABLE PCT.3 INVESTIGATION HB65							
8-1230-421-00-293-010-0-748	CONST PCT.3 INVESTIG HB65-OTHER EQUIPMEN	.00	6,753.00	.00	6,753.00	.00	100.00
1230 CONSTABLE PCT.3 INVESTIGATION HB65		**.00**	**6,753.00**	**.00**	**6,753.00**	**.00**	**100.00**
1285 DESIGNATED PURPOSE GRANTS LVL 5							
8-1285-421-00-293-005-8-113	STOP TRUANCY-PERM F/T EMPLOYEES	.00	80,847.53	.00	80,847.53	.00	100.00
8-1285-421-00-293-005-8-115	STOP TRUANCY-LONGEVITY PAY	.00	408.00	.00	408.00	.00	100.00
8-1285-421-00-293-005-8-117	STOP TRUANCY-SUPPLEMENTAL PAY	.00	1,204.77	.00	1,204.77	.00	100.00
8-1285-421-00-293-005-8-119	STOP TRUANCY-CLOTHING ALLOWANCE	.00	1,003.86	.00	676.89	326.97	67.43
8-1285-421-00-293-005-8-211	STOP TRUANCY-HEALTH INSURANCE	.00	8,848.50	.00	8,848.50	.00	100.00
8-1285-421-00-293-005-8-212	STOP TRUANCY-LIFE INSURANCE	.00	74.25	.00	55.50	18.75	74.75
8-1285-421-00-293-005-8-220	STOP TRUANCY-FICA	.00	6,082.77	.00	6,082.77	.00	100.00
8-1285-421-00-293-005-8-230	STOP TRUANCY-RETIREMENT	.00	7,299.40	.00	7,299.40	.00	100.00
8-1285-421-00-293-005-8-250	STOP TRUANCY-UNEMPLOYMENT COMP	.00	595.58	.00	415.77	179.81	69.81
8-1285-421-00-293-005-8-260	STOP TRUANCY-WORKERS COMP	.00	4,068.60	.00	3,791.08	277.52	93.18
8-1285-421-00-293-005-8-532	STOP TRUANCY-CELL PHONE	.00	1,422.44	.00	1,015.40	407.04	71.38
8-1285-421-00-293-005-8-664	STOP TRUANCY-OTHER MINOR EQUIPMENT	.00	50.00	50.00	.00	.00	100.00
8-1285-421-00-293-005-8-890	STOP TRUANCY-OTHER	.00	.00	.00	-46.00	46.00	.00
8-1285-421-00-293-005-9-113	STOP TRUANCY-PERM F/T EMPLOYEES	.00	128,884.00	.00	14,871.21	114,012.79	11.54
8-1285-421-00-293-005-9-115	STOP TRUANCY-LONGEVITY PAY	.00	600.00	.00	75.00	525.00	12.50
8-1285-421-00-293-005-9-117	STOP TRUANCY-SUPPLEMENTAL PAY	.00	2,400.00	.00	327.68	2,072.32	13.65
8-1285-421-00-293-005-9-119	STOP TRUANCY-CLOTHING ALLOWANCE	.00	1,500.00	.00	165.38	1,334.62	11.03
8-1285-421-00-293-005-9-211	STOP TRUANCY-HEALTH INSURANCE	.00	12,492.00	.00	1,561.50	10,930.50	12.50
8-1285-421-00-293-005-9-212	STOP TRUANCY-LIFE INSURANCE	.00	81.00	.00	13.50	67.50	16.67
8-1285-421-00-293-005-9-220	STOP TRUANCY-FICA	.00	10,203.88	.00	1,130.14	9,073.74	11.08
8-1285-421-00-293-005-9-230	STOP TRUANCY-RETIREMENT	.00	11,711.12	.00	1,355.59	10,355.53	11.58

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1285 DESIGNATED PURPOSE GRANTS LVL 5							
8-1285-421-00-293-005-9-250	STOP TRUANCY-UNEMPLOYMENT COMP	.00	666.92	.00	-146.41	813.33	-21.95
8-1285-421-00-293-005-9-260	STOP TRUANCY-WORKERS COMP	.00	6,082.30	.00	704.02	5,378.28	11.57
8-1285-421-00-293-006-8-113	LRGVDC-SOLID WASTE PCT3-PERM F/T EMPLOYE	.00	15,490.00	.00	6,124.27	9,365.73	39.54
8-1285-421-00-293-006-8-211	LRGVDC-SOLID WASTE PCT3-HEALTH INSURANCE	.00	1,644.78	.00	684.59	960.19	41.62
8-1285-421-00-293-006-8-212	LRGVDC-SOLID WASTE PCT3-LIFE INSURANCE	.00	13.04	.00	5.37	7.67	41.18
8-1285-421-00-293-006-8-220	LRGVDC-SOLID WASTE PCT3-FICA	.00	1,184.99	.00	465.76	719.23	39.30
8-1285-421-00-293-006-8-230	LRGVDC-SOLID WASTE PCT3-RETIREMENT	.00	1,360.02	.00	539.48	820.54	39.67
8-1285-421-00-293-006-8-250	LRGVDC-SOLID WASTE PCT3-UNEMPLOYMENT COM	.00	77.45	.00	-26.85	104.30	-34.67
8-1285-421-00-293-006-8-260	LRGVDC-SOLID WASTE PCT3-WORKERS COMP	.00	894.72	.00	280.21	614.51	31.32
8-1285-421-00-293-006-8-603	LRGVDC-SOLID WASTE PCT3-EDUCATION/INSTRU	.00	3,000.00	.00	1,140.00	1,860.00	38.00
8-1285-421-00-293-006-8-748	LRGVDC-SOLID WASTE PCT3-OTHER EQUIPMENT	.00	5,835.00	.00	.00	5,835.00	.00
8-1285-421-00-293-006-8-890	LRGVDC-SOLID WASTE PCT3-OTHER	.00	500.00	.00	.00	500.00	.00
8-1285-421-00-293-006-9-113	LRGVDC-SOLID WASTE PCT3-PERM F/T EMPLOYE	.00	15,490.00	.00	.00	15,490.00	.00
8-1285-421-00-293-006-9-211	LRGVDC-SOLID WASTE PCT3-HEALTH INSURANCE	.00	1,644.78	.00	.00	1,644.78	.00
8-1285-421-00-293-006-9-212	LRGVDC-SOLID WASTE PCT3-LIFE INSURANCE	.00	13.04	.00	.00	13.04	.00
8-1285-421-00-293-006-9-220	LRGVDC-SOLID WASTE PCT3-FICA	.00	1,184.99	.00	.00	1,184.99	.00
8-1285-421-00-293-006-9-230	LRGVDC-SOLID WASTE PCT3-RETIREMENT	.00	1,360.02	.00	.00	1,360.02	.00
8-1285-421-00-293-006-9-250	LRGVDC-SOLID WASTE PCT3-UNEMPLOYMENT COM	.00	77.45	.00	.00	77.45	.00
8-1285-421-00-293-006-9-260	LRGVDC-SOLID WASTE PCT3-WORKERS COMP	.00	894.72	.00	.00	894.72	.00
8-1285-421-00-293-006-9-748	LRGVDC-SOLID WASTE PCT3-OTHER EQUIPMENT	.00	5,835.00	.00	.00	5,835.00	.00
8-1285-421-00-293-006-9-890	LRGVDC-SOLID WASTE PCT3-OTHER	.00	3,500.00	.00	.00	3,500.00	.00
8-1285-421-00-293-009-7-250	CONST PCT 3 BSEO-UNEMPLOYMENT COMP	.00	.00	.00	-16.42	16.42	.00
1285 DESIGNATED PURPOSE GRANTS LVL 5		**.00**	**346,526.92**	**50.00**	**139,853.63**	**206,623.29**	**40.37**
1302 TAX NOTES, SERIES 2007							
8-1302-421-00-293-011-0-741	TAX NOTES,2007-CONST PCT3-VEHICLES	.00	60,438.34	.00	60,438.34	.00	100.00
1302 TAX NOTES, SERIES 2007		**.00**	**60,438.34**	**.00**	**60,438.34**	**.00**	**100.00**
8 YEAR		**803,130.93**	**1,250,792.33**	**21,485.49**	**846,533.43**	**382,773.41**	**69.40**

AI-11964 **8.A.**

Approval of contracts - Home Rehab projects
CC REGULAR

Date:	11/04/2008
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (1) unit in the City of Weslaco in the amount of $38,435.00, (1) unit in the City of Elsa in the amount of $37,999.00, (1) unit in the City of San Juan in the amount of $38,435.00 and (2) units in the Countywide area in the total amount of $98,000.00 to Rolando's General Construction.
2. (1) unit in the Countywide area in the amount of $37,000.00 to De Leon Construction.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on August 19, 2008 and September 16, 2008. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, October 22, 2008.

Fiscal Impact

Attachments

Link: Rehab, Bids, Contracts

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/29/2008 10:34 AM	APRV
2	Veronica Lopez	Veronica Lopez	10/30/2008 07:22 AM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 03:36 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2008 03:51 PM	APRV
5	Court Administrator	Angela Garcia	10/31/2008 08:14 AM	APRV

Form Started By: Estella Webber — Started On: 10/29/2008 09:07 AM

Final Approval Date: 10/31/2008

HIDALGO COUNTY PURCHASING DEPARTMENT	
BID TABULATION SHEET	
DEPARTMENT NAME:COUNTY OF HIDALGO COUNTY URBAN COUNTY PROGRAM	
BID OPENING DATE: OCTOBER 22, 2008	BID OPENING TIME: 9:30 A.M.
DESCRIPTION OF BID: The demolition and reconstruction of single units in the Cities of: San Juan, Weslaco, Elsa & three (3) units in the Countywide area.	

CONTRACTORS	ALVAREZ	LOPEZ	MEDNDOZA	SALINAS	MATA	CASTILLO
GONZALES BROTHER CONSTRUCTION	$ 39,600.00	$ 61,550.00	$ 39,600.00	$ 57,250.00	$ 39,600.00	$ 41,750.00
ROLANDO'S GENERAL CONSTRUCTION	$ 38,435.00	$ 50,000.00	$ 37,999.00	$ 48,000.00	$ 38,435.00	$ 37,999.00
J.D. VILLARREAL CONSTRUCTION			$ 38,440.00	$ 48,440.00		
BENCHMARK CONSTRUCTION	$ 42,800.00	$ 67,800.00	$ 42,800.00	$ 63,100.00	$ 42,800.00	$ 42,800.00
DE LEON CONSTRUCTION						$ 37,000.00

Housing Rehab Program

ENTITY: City of Weslaco

PROJECT: Bid Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since March 2001 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Teofila Mata	Total annual household income:	$ 16,752.00
	HUD Income Limits (family of 2):	$ 27,600.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$38,435.00
	Contractor:	Rolando's General Construction
	Precinct:	**# 1**
	Center siding on concrete foundation	
Existing Dwelling:	2 bedrooms frame home, built in 1962.	

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Elsa

PROJECT: Bid Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being recommended for bid approval before the County Commissioner's Court. The family has been on the wait list since October 2006 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Elvira R. Mendoza	Total annual household income:	$ 7,308.00
	HUD Income Limits (family of 1):	$ 24,450.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$37,999.00
	Contractor:	Rolando's General Construction
	Precinct:	**# 1**
	Center siding on concrete foundation	
Existing Dwelling:	3 bedrooms frame home, built in 1972.	

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of San Juan

PROJECT: Bid Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: CDBG 2007 & HOME 2006

SYNOPSIS:

The family is being submitted for bid approval before the County Commissioner's Court. The applicant has been referred by the City of San Juan, and has met all of the program requirements for assistance under the HOME Homeowner Occupied Housing Rehabilitation Program. The following is a profile of the project.

Jose & Juanita Alvarez:	Total annual household income:	$7, 644.00
	HUD Income Limits (family of 3):	$27,900.00
	Pay Back:	No
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$38,435.00
	Contractor:	Rolando's General Construction
	Precinct:	**# 2**
	Cement siding on concrete foundation	
Existing Dwelling:	2 bedroom frame home, built in 1987.	

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the HOME Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court.

Housing Rehab Program

ENTITY: Countywide

PROJECT: Bid Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2006

SYNOPSIS:

The family is being submitted for bid approval before the County Commissioner's Court. The family has been on the wait list since May 2006 and has met all of the program requirements for assistance under the HOME Homeowner Occupied Housing Rehabilitation Program. The following is a profile of the project.

Frank & Evangelina Lopez:	Total annual household income:	$ 33,582.72
	HUD Income Limits (family of 3):	$ 46,050.00
	Pay Back:	No
	Total Living Area:	1338
	Bedrooms:	4
	Bid Amount:	$50,000.00
	Contractor:	Rolando's General Construction
	Precinct:	**# 1**
	Cement siding on concrete foundation	
Existing Dwelling:	2 bedroom frame home, built in 1948.	

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the HOME Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court.

Housing Rehab Program

ENTITY: Countywide

PROJECT: Bid Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being submitted for bid approval before the County Commissioner's Court. The family has been on the wait list since June 2006 and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Eloy Salinas	Total annual household income:	$ 27,918.48
	HUD Income Limits (family of 3):	$ 31,400.00
	Pay Back:	Yes –Partial pay back due to the family requesting an additional bedroom
	Total Living Area:	1187
	Bedrooms:	3
	Bid Amount:	$48,000.00
	Contractor:	Roland General Construction
	Precinct:	# 1
	Center siding on concrete foundation	

Existing Dwelling: 3 bedrooms frame home, built in 1977

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: Countywide

PROJECT: Bid Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being submitted for bid approval before the County Commissioner's Court. The family has been on the wait list since June 2006 and has met all of the program requirements for assistance under the HOME Homeowner Occupied Housing Rehabilitation Program. The following is a profile of the project.

Delia Castillo:	Total annual household income:	$ 10,423.00
	HUD Income Limits (family of 1):	$ 24,450.00
	Pay Back:	Yes - Deferred 50% - Loan 50%
	Total Living Area:	864
	Bedrooms:	2
	Bid Amount:	$37,000.00
	Contractor:	De Leon Construction
	Precinct:	**# 2**
	Cement siding on concrete foundation	
Existing Dwelling:	3 bedrooms frame home, built in 1985.	

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the HOME Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court.

AI-11965 **8.B.**

Cancellation of application - H.Rehab
CC REGULAR

Date: 11/04/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Requesting approval to cancel application for Housing Rehabilitation Assistance for Filomena Cantu, at the request of the homeowner.

BACKGROUND

The following family is being recommended for cancellation by the Housing Rehab Staff, due to homeowner's request. Letter from the family was hand delivered on October 22, 2008.

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Filomena Cantu Deferred Loan-Elderly Reconstruct	CW 85-08-07	Countywide Pct. # 1	HOME 2007	A (0.61) acre tract of land out of the East Ten (10) acres of the West Twenty (20) acres of block one hundred forty-nine (149), Hill-Halbert tract of El Gato and La Blanca Grants in Hidalgo County, Texas.

Fiscal Impact

Attachments

Link: cancellation letter

Form Routing/Status

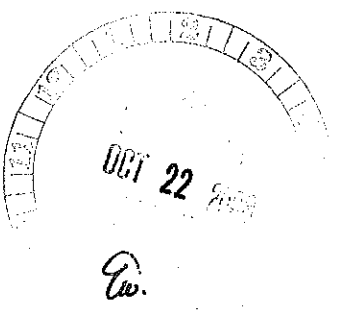
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/31/2008 08:15 AM	PEND
2	Veronica Lopez	Veronica Lopez	10/30/2008 07:24 AM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 03:37 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2008 03:53 PM	APRV
5	Court Administrator	Angela Garcia	10/31/2008 08:14 AM	APRV

Form Started By: Estella Webber — Started On: 10/29/2008 09:41 AM

Final Approval Date: 10/31/2008

I FILOMENA CANTÚ DECLINE ALL HELP OF THE HIDALGO COUNTY URBAN PROGRAM. BECAUSE I NO LONGER NEEDED, I GOING TO LIUE WITH RELATIVES. BECAUSE I COULD NO LONGER MAINTAINE MY HOUSE.

Filomena Cantu



AI-11974 **8.C.**

Contract Approval - Water/Sewer Impr. (Elsa)
CC REGULAR

Date: 11/04/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting approval and award of contract to Saenz Utility Contractors in the amount of $166,585.00 for the Water/Sewer Improvements (Emergency Project Phase I) in the City of Elsa, utilizing Years 18 (2005) funds. The request for contract approval will also include an additional four (4) items to the emergency items previously approved by Hidalgo County Commissioner's Court.

BACKGROUND

City of Elsa has requested a proposal for the emergency item declared by Hidalgo County Commissioner's Court on September 16, 2008. J.E. Saenz & Associates was approved as the project engineer. Based on the recommendation of the project engineer a request to approve four (4) additional items is necessary for project completion: 1) Temporary System Bypass 2) Mobilization 3) Miscellaneous pipes, fitting and valves 4) Structural steel beam with concrete support base. (See attached proposal) Letter of recommendation from J.E. Saenz & Associates. Inc., is also attached for your review.

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County will utilize Year 18 (2005) funds for this project.

Attachments

Link: lift station improvements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/29/2008 02:08 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/30/2008 02:53 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 04:06 PM	APRV
4	Purchasing Department	Marty Salazar	10/31/2008 10:58 AM	APRV
5	Court Administrator	Angela Garcia	10/31/2008 12:47 PM	APRV

Form Started By: Estella Webber Started On: 10/29/2008 01:16 PM

Final Approval Date: 10/31/2008

Saenz Utility Contractors

PROPOSAL

PROJECT:	Main Lift Station Improvements	BID DATE:	
OWNER:	City of Elsa	DATE PREPARED:	10/27/2008
ENGINEER:	J.E. Saenz & Associates		
LOCATION:	City of Elsa		

We are pleased to submit these prices for your consideration

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
	Lift Station Improvements				
1	Removal of Pumps, Motors, Control Panel, and Wiring	LS	1	5,985.00	$5,985.00
2	3-15 HP 6" Dia., Gorman-Rupp Self Priming Pumps (complete in	LS	1	63,500.00	$63,500.00
3	Suction and Discharge Piping (complete in place)	LS	1	9,850.00	$9,850.00
4	Control Panel and Wiring (complete in place)	LS	1	8,550.00	$8,550.00
5	Temporary System Bypass (complete in place)	LS	1	14,500.00	$14,500.00
6	Mobilization	LS	1	7,500.00	$7,500.00
7	Miscellaneous Pipes, Fittings, and Valves	LS	1	6,850.00	$6,850.00
8	Structural Steel Beam with concrete support base and	LS	1	49,850.00	$49,850.00
				TOTAL:	$166,585.00

Notes:

* Prices may be withdrawn if not accepted within 45 days of receiving proposal.

22290 N. FM 88, Edcouch, Texas 78538
PH: (956) 262-8506 / FAX: (956) 262-6493

Lupita V. Garcia

From: Paul Vazaldua [paulmv555@yahoo.com]
Sent: Tuesday, October 28, 2008 10:29 AM
To: lupita garcia
Subject: Fw: City of Elsa Main Lift Station Emergency Phase Estimate

Lupita this is the cost estimate that the City approved for Saenz Utility Contractors. The plans have been signed and seal by the engineer.

Thanks

Paul

----- Forwarded Message ----
From: Jabed R. Khan <jkhan@jesaenz.com>
To: paulmv555@yahoo.com
Sent: Monday, October 27, 2008 4:50:40 PM
Subject: City of Elsa Main Lift Station Emergency Phase Estimate

Dear Paul:

Attached please find the Contractor Cost Estimate that we have received today. Please review and comment on this. We will forward this cost estimate to the Lupita at Urban County once we get your approval on this estimate.

I was also wondering if you have any questions or comments on the plans & Specs. Otherwise, we will submit the final plans and specifications along with this cost estimate to the Urban County.

Please feel free to contact us if you have any questions or concerns.

Sincerely,

Jabed Riyad Khan, P.E.
J.E. Saenz & Associates, Inc. <http://www.jesaenz.com>
211 EAST WISCONSIN
EDINBURG, TX 78539
Off: (956) 383-2984
Fax: (956) 383-3736

Lupita V. Garcia

From: Lupita V. Garcia [lvgarcia@bizrgv.rr.com]
Sent: Tuesday, October 28, 2008 12:34 PM
To: 'Jabed R. Khan'
Subject: RE: City of Elsa Main Lift Station Emergency Phase Estimate

Jabed:
I also need your letter of recommendation to the city on the additional four items that were not previously approved by Hidalgo County Commissioner's Court.
Please call me should you have any questions.

Lupita V. Garcia
UCP Coordinator
(956) 787-8127 Phone
(956)787-5291 Fax
lvgarcia@bizrgv.rr.com <mailto:lvgarcia@bizrgv.rr.com>

-----Original Message-----
From: Jabed R. Khan [mailto:jkhan@jesaenz.com]
Sent: Tuesday, October 28, 2008 11:27 AM
To: lvgarcia@bizrgv.rr.com
Cc: paulmv555@yahoo.com; tonybarco@bizrgv.rr.com; Eddie Saenz
Subject: FW: City of Elsa Main Lift Station Emergency Phase Estimate

Dear Lupita,

As per our telephone conversations, I am attaching the Contractor's Cost Estimate for the City of Elsa Main Lift Station project as approved by Mr. Paul Vazaldua. We will provide you the final copy of the plans and specifications (sealed and signed) along with the Contractor's Cost Estimate by 2 PM today.

Please feel free to contact us if you have any questions. Thanks.

Jabed Riyad Khan, P.E.
J.E. Saenz & Associates, Inc. <http://www.jesaenz.com>
211 EAST WISCONSIN
EDINBURG, TX 78539
Off: (956) 383-2984
Fax: (956) 383-3736

<< File: Estimate from Contractor - Saenz Utilities.pdf >>

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

October 28, 2008

Paul Vazaldua
City of Elsa
216 East V. F. W. Street
Elsa, Texas 78543

Re: Engineering Recommendations for the additional items in the Emergency Phase (City of Elsa - Wastewater Treatment Plant Main Lift Station Improvements)

Dear Mr. Vazaldua,

This letter is in regards to the items used for the completion of the above referenced project in addition to the original three items originally approved by the Hidalgo County Commissioner's Court. To replace the existing submersible pumps with new self priming pumps (as per your preferences for the simplicity in maintenance) the following items needed to be included for the completion of the design of the project:

1. Removal of pumps, motors, control panel and wiring
2. Temporary system bypass
3. Mobilization
4. Miscellaneous pipes, fittings, and valves
5. Structural support beam for the new self priming pumps.

The existing slab is not strong enough to carry the load of the three new pumps weighing more than 1000 lbs each. A steel beam to support column will carry and transmit the load on the ground without affecting the already weakened slab. For the new location of the pumps, it will require new pipes and fittings to connect them to the systems. The old pumps and pipe fittings need to be replaced and removed. Mobilization will be required for the heavy machinery to perform the construction and carry the heavy item i.e. pumps and beams. During the placement of the new piping and pumps the entire system will need to work without interruption and for that purpose a temporary bypass will be required.

With complete acknowledgement of the City of Elsa and Urban County, all these additional items were considered in the preparation of the plans, specification and the final cost estimate. As the engineer for this project we strongly recommend that this project will not be complete without these additional items as mentioned above.

Please provide Urban County a letter of approval in response to this letter for further execution of this project.

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

We are available to answer any questions that you may have regarding this issue. Please contact us if you have any questions regarding this matter.

Respectfully Submitted,

Jabed Ryjad Khan, P.E.

Jose E. "Eddie" Saenz, P.E.
Principal

JK/jk

F:\JESAENZ\ENGPROJS\ENG2008\ENG 08 019\misc doc\Recommendation for additional Items - City of Elsa.doc

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

CONSTRUCTION CONTRACT

This Agreement, entered into this____ day of _____by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **CITY OF ELSA**(hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and _____a corporation) of _____Edinburg, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME: City of Elsa
PROJECT #:
PROJECT DESCRIPTION: "Main LiftStation Improvements"

hereinafter called the project, for the sum of (**$_____) written dollar amount** 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 **J.E. SAENZ & ASSOCIATES** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$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

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 _____, 20_____,

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

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

AI-11979 **8.D.**

Main Lift Station Imp. project - City of Elsa

CC REGULAR

Date: 11/04/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with J.E. Saenz & Associates in the amount of $ 24,748.30 utilizing Year 18 (2005) funds for a Water/Sewer Improvement Project (Main Lift Station Imp. Phase II) within the City of Elsa.

BACKGROUND

The City of Elsa requested authorization to negotiate a contract with J.E. Saenz & Associates for the Main Lift Station Improvements Phase II. A best and final offer was submitted by J.E. Saenz in the amount of $24,748.30. City of Elsa approved recommendation to Hidalgo County Commissioner's Court. The improvements will allow for the Sewer Plant to become operational to meet TCEQ requirements. See attached scope of services.

Contract Amount: $ 24,748.30
Funds Available: $ 316,400.94 (2005- FY 18)

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County will utilize Year 18 (2005) funds for this project.

Contract Amount: $24,748.30
Funds Available: $316,400.94 (2005-FY 18)

Attachments

Link: contract approval

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/29/2008 02:10 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/30/2008 02:12 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 04:09 PM	APRV
4	Purchasing Department	Marty Salazar	10/31/2008 10:58 AM	APRV

5	Court Administrator	Angela Garcia	10/31/2008 12:47 PM	APRV
Form Started By: Estella Webber			Started On: 10/29/2008 01:57 PM	
Final Approval Date: 10/31/2008				

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5005-25-0310-5000-2500

Professional Services Agreement

This Agreement, entered into this **4th day of November, 2008** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **City of Elsa,** (hereinafter called the "Party") and **J.E. Saenz** duly authorized Engineer, herein acting by **J.E. Saenz & Associates** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Water and Sewer Improvement Project** Account(s) **5005-25-0310-5000-2500.** *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, maybe required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

J• Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when 3

requested.

1. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **City of Elsa** Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations 4

of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$24,748.30** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the tern]. of its engagement on the Project, the insurance as follows:

17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 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;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **4th day of November, 2008.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this____ day of _____, 2008.

_____

Engineer Signature

Firm Name: **J.E. Saenz & Associates**

Address: **5211 East Wisconsin Road**

City/ST/ZIP: **Edinburg, Texas 78539**

FED ID #ISS #: **74-2741752**

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of _____ , 20_____.
by_____ _____of and on behalf of (a corporation)(a partnership)(a sole proprietorship).
(title)

_____ _____
My commission Expires Notary Public State of Texas

City of Elsa

_____ _____
City Secretary (SEAL) **Mayor**

Urban County Program

_____ _____
Witness **Diana R. Serna, UCP Director**

AI-11984 **8.E.**

Water/Sewer Improvements proj.

CC REGULAR

Date:	11/04/2008
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval and award of contract to Solis & Chapa Inc. in the amount of $40,000.00 for the Water/Sewer Improvements Project in the City of Edcouch utilizing Year 20 (2007) funds.

BACKGROUND

City of Edcouch has requested and received bids for a Water/Sewer Improvements project to include the installation of manholes on Robert Street, Lopez Street, Gonzalez and Murio Street, within the City of Edcouch. The lowest qualified bid was received from Solis & Chapa Inc. in the amount of $40,000.00. (See attached bid tabulation sheet.) Letter of recommendation from J.E. Saenz & Associate is also attached for your review.

Contract Amount: $ 40,000.00
Funds Available: $ 40,000.00 (Total funds available)

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 20 (2007) funds for this project.

Contract Amount: $40,000.00
Funds Available: $40,000.00 (Total funds available)

Attachments

Link: contract - water/sewer imp.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/29/2008 03:27 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/30/2008 02:13 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 04:10 PM	APRV
4	Purchasing Department	Marty Salazar	10/31/2008 10:59 AM	APRV
5	Court Administrator	Angela Garcia	10/31/2008 12:47 PM	APRV

Form Started By: Estella Webber

Started On: 10/29/2008 02:30 PM

Final Approval Date: 10/31/2008

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

October 9, 2008

Mrs. Delmira Y. Olivarez
City Manager
City of Edcouch
211 Southern St.
Edcouch, Texas 78538

Re: Letter of Recommendation
Edcouch Year 20 Sewer Improvements

Mrs. Olivarez,

We have reviewed the unit prices and the amount totals on the bids submitted for the above-mentioned project. After review and tabulation of unit price bids, Solis & Chapa has submitted the lowest base bid for the sewer improvements. The total base bid for the project is $40,000.00. Our engineering estimate prepared for this project was in the amount of $38,500.00.

We received a total of 4 bids from different local construction companies (see attached bid tabulation sheets). Solis & Chapa has met all requirements set forth in the bid notice.

With this in mind, please consider our recommendation that the base bid for the Edcouch Year 20 Sewer Improvements, be awarded to Solis & Chapa, in the amount of **$40,000.00**.

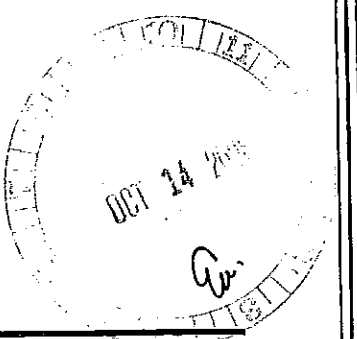
Respectfully Submitted,

Jose E. "Eddie" Saenz, PE
Principal

JES/fq

Cc: Lupita V. Garcia, Hidalgo Urban County Program
w/attachment

F:\JESAENZ\ENGPROJS\ENG2008\ENG 08 015\Misc\Recommendation Letter-Edcouch Sewer-Solis Chapa.doc

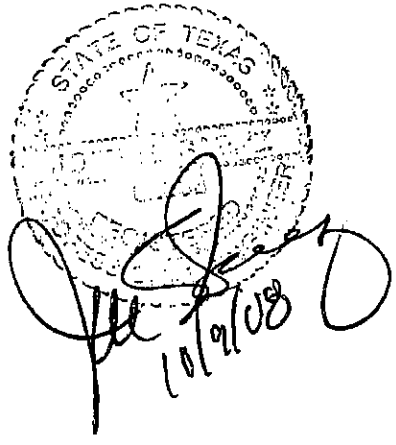


POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

EDCOUCH YEAR 20 SEWER IMPROVEMENTS
EDCOUCH, TEXAS
BID TABULATION SHEET
BID OPENING OCT. 8, 2008
9:30 A.M.

Bid Item	Description	Units	Estimated Quantity	Solis & Chapa		Clore Land Leveling		Saenz Utility Co.		United Contracting	
				Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
	PAVING AND DRAINAGE										
1	4' Fiberglass Manhole	E.A.	4	$6,000.00	$24,000.00	$4,046.63	$16,186.52	$24,000.00	$96,000.00	$34,000.00	$136,000.00
2	Remove and Despose of Existing Brick Manholes	E.A.	4	$1,500.00	$6,000.00	$4,046.63	$16,186.52	$1,000.00	$4,000.00	$1,600.00	$6,400.00
3	Repair and Patch Work Area	E.A.	4	$1,500.00	$6,000.00	$2,000.00	$8,000.00	$4,500.00	$18,000.00	$2,000.00	$8,000.00
4	Mobilization	L.S.	1	$4,000.00	$4,000.00	$2,000.00	$2,000.00	$5,500.00	$5,500.00	$3,500.00	$3,500.00
	Addendum #1				X		X		X		X
	Bid Bond				X				X		X
	Check						X				
	TOTAL AMOUNT FOR PAVING AND DRAINAGE IMPROVEMENTS				**$40,000.00**		**$42,373.04**		**$123,500.00**		**$153,900.00**



City of Edcouch

JOSE R. GUZMAN, Mayor
EDDY GONZALEZ, Mayor Pro-Temp.
MARIA DE LA CRUZ, Alderwoman - Pl. 1
ENRIQUE MARTINEZ, Alderman - Pl. 2
RUTH RUIZ, Alderwoman - Pl. 3
GUADALUPE O. GARCIA, Alderwoman - Pl. 4
VERONICA MONTOYA, City Secretary

CERTIFIED EXCERPTS

THE CITY OF EDCOUCH REGULAR MEETING HELD AT 211 W. SOUTHERN AV., EDCOUCH, TEXAS, ON OCTOBER 21, 2008

REGULAR AGENDA

ITEM D. Consideration and action, if any, on recommending Solis & Chapa for Water/Sewer Improvements yr. 20.

The Mayor asked the City Manager to go over the status of the project. Mrs. Olviarez, went over the letter of recommendation submitted by J.E. Saenz where he indicates that they received 4 bids and upon reviewing and tabulating all bids Solis & Chapa were the lowest bid, and they met all requirement set forth in the bid notice.

The Mayor asked for a motion and Commissioner Lupita Garcia made the 1st motion, and it was 2nd by Commissioner Eddy Gonzalez. Motion carried unanimously

This are true and correct excerpts of the meeting held October 21, 2008.

SEAL

Dilmia Yanez for 10-22-08
Veronica Montoya, City Secretary

OCT 22

211 Southern Street ★ P.O. Box 100 ★ Edcouch, TX 78538
(956) 262-2140 ★ FAX (956) 262-2920

CONSTRUCTION CONTRACT

This Agreement, entered into this____ day of _____by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **CITY OF EDCOUCH**(hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and _____a corporation) of _____Edinburg, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME: YEAR 20 SEWER IMPROVEMENTS
PROJECT #: 5007-20-0310-5000-2000-KS
PROJECT DESCRIPTION: "CONSTRUCTION OF A NEW MANHOLES"

hereinafter called the project, for the sum of (**$_____) written dollar amount** 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 **J.E. SAENZ AND ASSOCIATES** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$750.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

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

_____
Contractor

Name of Firm:_____

Address:_____.

_____

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

STATE OF TEXAS

COUNTY OF HIDALGO

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

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

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

AI-12051 9.A.

Rio South Texas Economic Council

CC REGULAR

Date: 11/04/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: County Judge's Office

Information

CAPTION

1. Discussion and approval of an Interlocal Agreement for services by and between Hidalgo County and the Rio South Texas Economic Council.
2. Authorization to pay annual membership dues to the Rio South Texas Economic Council in the amount of $30,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-413-30-115-017-0-810
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding for dues pending approval of AI 12052.

Attachments

Link: Bylaws
Link: Agreement
Link: Invoice
Link: Dues
Link: W9

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/31/2008 08:23 AM	APRV
2	Manuel Chapa	Manuel Chapa	10/31/2008 09:14 AM	APRV
3	Auditor's Office	Linda Fong	10/31/2008 10:32 AM	APRV
4	Purchasing Department	Marty Salazar	10/31/2008 11:00 AM	APRV

Form Started By: Erika Reyna — Started On: 10/31/2008 07:21 AM

Final Approval Date: 10/31/2008

BYLAWS
OF
RIO SOUTH TEXAS ECONOMIC COUNCIL

These Bylaws (referred to as the Bylaws) govern the affairs of the Rio South Texas Economic Council, a nonprofit corporation (referred to as the Council) organized under the Texas Non-Profit Corporation Act (referred to as the Act).

Mission

Our mission is to successfully promote the economic expansion and diversification of communities in the Rio South Texas region.

Objectives

Business Climate-To promote a business and governmental climate that is conducive to successful economic development.

Education-To improve education and training for the purpose of strengthening community economic development efforts.

Marketing - To engage in marketing activities for the purpose of generating opportunities that will result in economic expansion & diversification.

Networking-To provide opportunities for sharing knowledge and experience, and the development of professional relationships.

ARTICLE 1

OFFICES

Principal Office

1.01 The Principal office of the Council in the State of Texas shall be located at 901 Business Park Dr., Ste 200, Mission, TX 78572. The Council may have such other offices, either in Texas or elsewhere, as the Board of Directors may determine. The Board of Directors may change the location of any offices of the Council.

Registered Office and Registered Agent

1.02 The Council shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Council's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided.

ARTICLE 2

MEMBERS

Classes of Members

2.01 There shall be three classes of membership: Foundation membership is available to counties, cities and/or local economic development corporations; Institutional membership is reserved for chambers of commerce, education institutions and

councils of government; and Organizational membership is available to the private sector, utility companies, trade groups and other public or non-profit parties which have a vested interest in the economic vitality of the region. The Council Board of Directors shall establish the responsibilities and financial commitment for each category.

Admission of Members and Renewal of Membership

2.02 Natural persons, associations, corporations, businesses, partnerships, cooperatives, government entities and estates having an interest in, and who are in agreement with, the general purposes and objectives of the Corporation may be admitted to membership in the Council. Each member which is a corporation, partnership, foundation, or any entity except a person shall have the right to designate one person to represent the member. The Board of Directors may adopt and amend application procedures and qualifications for membership in the Council. The Board of Directors will accept applications and make recommendations to the membership. An affirmative vote of the majority of the members, present and voting shall be required for admission of any applicant who meets the membership qualifications then in effect. A member may renew membership by paying all required fees and dues. Applications for membership shall be in writing on Council application forms, and signed by the applicant.

Membership Fees and Dues

2.03 The Board of Directors may set and change the amount of the annual dues payable to the Council by members of each category. Dues shall be payable on or before December 1 of each year. Members in default will receive written notice by registered or certified mail, return receipt requested, and will then have thirty (30) days from receipt of letter to submit membership fees and dues to the Council. Failure to meet this guideline will result in termination of membership. The dues for a new member's first year shall be prorated from the first day of the month in which the member is admitted to membership through the end of the fiscal year.

Term of Membership Agreement/Withdrawals

2.04 Memberships are renewed annually by payment of annual membership dues. Any member may withdraw, through written notice, from the Council at any time without refund of dues paid to date.

Reimbursement

2.05 Members of the Council should not expect to be reimbursed for Council-related expenses.

Voting Rights

2.06 Each member, in good standing, shall be entitled to one vote on each matter submitted to a vote of the members. A member in good standing is one who has paid all required fees and dues as of the date of the meeting.

Termination of Members

2.07 The Board of Directors, by a two-thirds vote of all directors, may remove a member from the Council, with or without cause.

Resignation

2.08 A member's resignation shall not relieve the member of any obligations to pay any dues, assessments, or other charges that had accrued and were unpaid prior to the effective date of the resignation.

Honorary Members

2.09 The Board of Directors may extend Honorary Membership to persons or organizations that have made a

significant contribution to economic development in the Rio South Texas region. Honorary Members shall not be entitled to vote on matters before the membership.

ARTICLE 3

MEETINGS OF MEMBERS

Annual Meeting of Members

3.01 Beginning in 2009, the Board of Directors shall hold an annual meeting of the members during the second week of October each year or at another time that the Board of Directors designates. The time and place shall be fixed by the Board of Directors and the notice thereof sent by mail, fax, or electronic mail to each member at least twenty (20) days before said meeting. At the annual meeting, the Board shall elect directors, make an annual progress report, review the annual financial report and transact any other business that may come before the meeting. If, in any year, the election of directors is not held on the day designated for the annual meeting, or at any adjournment of the annual meeting, the Board of Directors shall call a special meeting of the members as soon thereafter as possible to conduct the election of directors.

Regular Meetings of Members

3.02 The Board of Directors may provide for regular meetings of the members, at least quarterly, stating the time and place of such meetings, and may be called by the Chairman of the Board of Directors. Notice and purpose of the meeting shall be given to each member no less than five (5) days prior to each meeting.

Special Meetings of Members

3.03 Special meetings of the membership may be called by the Chairman, the Board of Directors, or not less than one-third (1/3) of the voting members. Notice, purpose and the place of the meeting shall be given to each member no less than ten (10) days prior to each meeting.

Place of Meetings of Members

3.04 The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If the Board of Directors does not designate the place of the meeting, the meeting shall be held at the registered office of the Council in Texas.

Notice of Meetings of Members

3.05 Written or printed notice of any meeting of the members shall be delivered to each member entitled to vote at the meeting. The notice shall state the place, day, and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the direction of the Chairman or Secretary of the Council, or the officers or persons calling the meeting.

Proxies

3.06 Any member may vote in person or by proxy executed in writing by such member. Each proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law.

Quorum of Members

3.07 One-third (1/3) of the voting membership in person or by proxy shall constitute a quorum. The members present at a duly called or held meeting at which a quorum is present may continue to deliberate even if enough members leave

the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least the number of members required to constitute a quorum. If a quorum is not present during a meeting, a majority of the members present may adjourn and reconvene the meeting one time without further notice.

Procedures

3.08 The procedures of all Council, Board of Directors and committee meetings shall be guided *by Roberts* Rules of Order Newly Revised (10th Edition).

ARTICLE 4

BOARD OF DIRECTORS

Management of the Council

4.01 The affairs of the Council shall be managed by the Board of Directors.

4.02 The Board of Directors may contract, employ, hire or otherwise acquire administrative, professional or other needed personnel services to further the purpose of the Council.

4.03 The Board of Directors has the authority to purchase, receive, lease or otherwise acquire, own, hold, improve, use or otherwise deal in and deal with real and personal property or any interest therein: to sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets as the purposes of the corporation shall acquire.

Number and Qualifications of Directors

4.04 The number of directors shall be a number determined by the Board of Directors that is not less than six (6) including Foundation, Institutional and Organizational members. Directors shall be members in good standing of the Council.

Vacancies

4.05 Any vacancy occurring in the Board of Directors shall be filled by the member of the organization with the advice and approval of the Board of Directors; however, vacancies in the Board due to an increase in the number of directors is to be filled by the members at an annual meeting of the members or at a special meeting of members called for that purpose. Any other vacancy may be filled by approval of a majority of the remaining directors, even if it is less than a quorum of the Board of Directors, or if it is a sole remaining director. A director elected to fill a vacancy shall be elected for the un-expired term of the predecessor in office.

Regular Meetings of Directors

4.06 The regular meetings of the Board of Directors shall be held at a time and place to be determined and adopted by resolution of the Board at its first meeting. All future meetings of the Board after that date shall be the same time and place unless otherwise determined.

Special Meetings of Directors

4.07 Special meetings of the Board of Directors may be called by the Chairman or any three Directors. The person or persons authorized to call special meetings may fix the time and place for holding such meetings.

Notice of Meetings of Directors

4.08 Written or printed notice of any meeting of the Directors shall be delivered to each Director at least three days prior to the meeting stating the place, day and time of the meeting, who called the meeting, and the general purpose of the meeting. Notice shall be given by or at the direction of the Chairman or Secretary of the Council, or the officers or persons calling the meeting.

Quorum of Directors

4.09 One-third (1/3) of the Board of Directors in person or by proxy shall constitute a quorum for the transaction of business at any meeting of the Board. The directors present at a duly called or held meeting at which a quorum is present may continue to deliberate even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least the number of directors required to constitute a quorum. If a quorum fails to be maintained during a meeting, a majority of the directors present may adjourn and reconvene the meeting one time without further notice.

Actions of Board of Directors

4.10 The Board of Directors shall try to act by consensus. However, the vote of a majority of directors, in person or by proxy and in good standing, voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or by the bylaws. A director in good standing is one who has paid all required fees and dues and is not suspended as of the date of the meeting. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the decision of the Board of Directors.

Proxies

4.11 Any director may vote in person or by proxy executed in writing by such director. Each proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law.

Agenda

4.12 An agenda for each meeting will be made available to all directors at least three (3) days prior to each meeting and at each meeting. There will be no restrictions placed on any agenda item. Each agenda item will be worded to make it clear that action may be taken.

Removal of Directors

4.13 Any director may be removed either with or without cause by a two-thirds (2/3) vote of all directors.

ARTICLE 5

OFFICERS

Officer Positions

5.01 The officers of the Board shall be a Chairman, Vice-Chairman, Secretary and Treasurer. The Board of Directors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions.

Election and Term of Office

5.02 The officers of the Board shall be elected annually by the Board of Directors at the regular annual meeting of the Board. At any meeting at which the election of officers occurs, the nominating committee shall report nominees for the board and for each officer position. In addition a director in good standing may nominate another director for any officer position with the second of any other voting director in good standing. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor is duly selected and qualified. An officer may be elected to succeed him or herself in the same office.

Vacancies

5.03 A vacancy in any office may be filled by the Board of Directors for the un-expired portion of the officer's term.

Chairman

5.04 The Chairman shall be the Chief Executive Officer of the Council. The Chairman shall supervise the business affairs of the Council, subject to the direction of the Board of Directors. The Chairman shall preside at all meetings of the members, of the Board of Directors, and of the Executive Committee. The Chairman may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed. However, the Chairman may not execute instruments on behalf of the Council if this power is expressly delegated to another officer or agent of the Council by the Board of Directors, the bylaws, or statute. The Chairman shall perform other duties prescribed by the Board of Directors and all duties incident to the office of Chairman.

Vice-Chairman

5.05 When the Chairman is absent, is unable to act, or refuses to act, the Vice-Chairman shall perform the duties of the Chairman. When the Vice-Chairman acts in place of the Chairman, the Vice-Chairman shall have all the powers of and be subject to all restrictions upon the Chairman. The Vice-Chairman shall preside over the Budget Committee and shall perform other duties as assigned by the Chairman of Board of Directors.

Secretary

5.06 The secretary shall give all notices as provided in the bylaws or as required by law, take minutes of the meetings of the Board of Directors and keep the minutes as part of the corporate records, maintain custody of the corporate records and of the seal of the Council, affix the seal of the Council to all documents as authorized, keep a register of the contact information of each member, director, officer, and employee of the Council and perform duties as assigned by the Chairman.

Treasurer

5.07 The treasurer shall have charge and custody of and be responsible for all funds and securities of the Council, receive and give receipts for moneys due and payable to the Council from any source, deposit all moneys in the name of the Council in banks, trust companies, or other depositories as provided in the bylaws or as directed by the Board of Directors or Chairman, write checks and disburse funds to discharge obligations of the Council, maintain the financial books and records of the Council, prepare financial reports as least annually, perform other duties as assigned by the Chairman and if required by the Board of Directors, give a bond for the faithful discharge of his or her duties in a sum and with a surety as determined by the Board of Directors.

ARTICLE 6

COMMITTEES

Establishment of Committees

6.01 The Chairman, with the advice and consent of the Board of Directors, is authorized to appoint any standing or special committees, other than those specified in these bylaws. In addition to Directors, a committee may include persons who are not directors. The establishment of a committee or the delegation of authority to it shall not relieve the Board of Directors, or any individual director, of any responsibility imposed by the bylaws or otherwise imposed by law. No committee shall commit the Council on any matter without first receiving the approval of the Board of Directors or the approval of the membership.

6.02 The Chairman shall appoint all committee chairmen. Committee meetings may be called at any time by the committee chairman, but committee chairmen must notify the Chairman of the Board.

Composition of Executive Committee

6.03 The Executive Committee shall be composed of the officers of the Council and representatives of each class of membership. Foundation members representing counties over 50,000 in population or cities over 10,000 in population shall have an automatic seat on the Executive Committee. The Chairman, with the consent of the Board of Directors, may appoint other Foundation members and at least one representative of the Institutional and Organizational members to the Executive Committee.

Authority of Executive Committee

6.04 The Executive Committee shall act on behalf of the Board of Directors when the Board of Directors is not in session. The Board of Directors shall set the limitation of authority of the Executive Committee and any actions taken by the Executive Committee shall be reported at the next Board meeting.

Nominating Committee

6.05 The Chairman shall appoint a nominations committee in August of each year or as soon thereafter as is possible for the purpose of nominating potential directors and officers of the Council. The committee shall report its nominees at the annual meeting of the Council or the meeting at which directors and officers will be elected. The committee will be composed of the Chairman and two other directors, at least one of which shall not have served on the Executive Committee.

Budget Committee

6.06 The Chairman shall appoint a budget committee in May of each year or as soon thereafter as is possible for the purpose of development of the next fiscal year's budget. The Vice-Chairman shall chair this committee.

ARTICLE 7

TRANSACTIONS OF THE COUNCIL

Contracts

7.01 The Board of Directors may authorize any officer or agent of the Council to enter into a contract or execute and

deliver any instrument in the name of and on behalf of the Council. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

Deposits

7.02 All funds of the Council shall be deposited to the credit of the Council in banks, trust companies, or other depositories that the Board of Directors selects.

Gifts

7.03 The Board of Directors may accept on behalf of the Council any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Council. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the bylaws, the articles of incorporation, state law, and any requirements for maintaining the Council's federal and state tax status.

Potential Conflicts of Interest

7.04 The Council shall not make any loan to a director or officer of the Council. A director, officer, or committee member of the Council may not lend money to and otherwise transact business with the Council except as otherwise provided by the bylaws, articles of incorporation, and all applicable laws. Such a person transacting business with the Council has the same rights and obligations relating to those matters as other persons transacting business with the Council. The Council shall not borrow money from or otherwise transact business with a director, officer, or committee member of the Council without full disclosure of all relevant facts and without the approval of the Board of Directors members, not including the vote of any person having a personal interest in the transaction.

ARTICLE 8

BOOKS AND RECORDS

Required Books and Records

8.01 The Council shall keep correct and complete books and records of account. The Council's books and records shall include:

(1) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Council, including, but not limited to, the articles of incorporation and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.

(2) A copy of the bylaws, and any amended versions or amendments to the bylaws.

(3) Minutes of the proceedings of the members, Board of Directors, and committees having any of the authority of the Board of Directors.

(4) A list of names and addresses of the members, directors, officers, and any committee members of the Council.

(5) Financial statements showing the balance sheet and income and expenses of the Council for the three most recent fiscal years.

(6) All rulings, letters, and other documents relating to the Council's federal, state, and local tax status.

(7) The Council's federal, state, and local information or income tax returns for each of the Council's three most recent tax years.

Inspection and Copying

8.02 Any officer, director or member of the Council may inspect and receive copies of all books and records of the corporation required to be kept by the bylaws. Such a person may inspect or receive copies if the person submits a request in writing. Any person entitled to inspect and copy the Council's books and records may do so through his or her attorney or other duly authorized representative. A person entitled to inspect the council's books and records may do so at a reasonable time no later than ten (10) working days after the council's receipt of a proper written request. The Board of Directors may establish reasonable fees for copying the Councils' books and records by members. The fees may cover the cost of materials and labor, but may not exceed fifty cents ($.50) per page. The Council shall provide requested copies of books or records no later than ten (10) working days after the corporation's receipt of a proper written request.

ARTICLE 9

FISCAL

Fiscal year

9.01 The fiscal year of the Council shall begin on the first day of October and end on the last day in September in each year.

Budget

9.02 Prior to June 1 of each year, the Budget Committee shall meet and prepare an annual budget. The budget shall be subject to the approval of the Board of Directors and shall become the operating budget for the Council in the next fiscal year.

Audit

9.03 The Board of Directors shall order a certified audit to be conducted annually.

Annual Report

9.04 The Board of Directors shall report to the membership regarding the functions and conditions of the Council at the annual meeting.

ARTICLE 10

AMENDMENTS TO BYLAWS

10.01 The bylaws may be altered, amended, or repealed, and new bylaws may be adopted only by a majority vote of the members in person or by proxy at any regular or special meeting of the members. The notice of any meeting at which the bylaws are altered, amended, or repealed, or at which new bylaws are adopted shall be sent to the last recorded address of each member at least twenty (20) days prior to the date of the meeting, and shall include the board recommendations for the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed.

ARTICLE 11

MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

11.01 The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statues, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

Legal Construction

11.02 If any bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

Headings

11.03 The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

Gender

11.04 Wherever the context requires, all words in the bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

Seal

11.05 The Board of Directors may provide for a corporate seal. Such seal would consist of two concentric circles containing the words Rio South Texas Economic Development Council, Texas, in one circle and the word Incorporated together with the date of incorporation of the Council in the other circle.

Power of Attorney

11.06 A person may execute any instrument related to the Council by means of a power of attorney if an original executed power of attorney is provided to the secretary of the Council to be kept with the council records.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of Rio South Texas Economic Council and that the foregoing Bylaws constitute the Bylaws of the Council. These Bylaws were duly adopted at a meeting on October 13, 2008.

_____ Date

_____ William Martin, Secretary

ARTICLE 11

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10-22-08
Date

William Martin
William Martin, Secretary

Membership Dues for the
Rio South Texas Economic Development Council

Foundation Members **$1,000 to $30,000 per year**

This membership category is for all counties, cities or economic development corporations within the Rio South Texas region and based on the most current US Census updates. Foundation Members investing $10,000 or more will be considered by the Board of Directors for a seat on the Executive Committee. Foundation Members contributing less than $10,000 shall recommend to the Chairman, and the Chairman shall appoint, one (1) member per population level to the Executive Committee.

Population Levels:

Counties with 500,000 or more and cities with 50,000 or more	$30,000
Counties with 200,000-499,999 and cities with 35,000-49,999	$15,000
Counties with 50,000-199,999 and cities with 10,000-34,999	$10,000
Counties with 20,000-49,999 and cities with 5,000 to 9,999	$5,000
Cities with 2,000-4,999	$2,000
Cities under 2,000	$1,000

Institutional Members **$1,000 per year**

This membership is for Chambers of Commerce, education institutions, and councils of government within the region which participates in the Rio South Texas EDC organization. Institutional Members shall recommend to the Chairman, and the Chairman shall appoint, one (1) member to the Executive Committee.

Organizational Members **$5,000 or $15,000**

This membership category is open to private sector, utility companies, trade associations, governmental agencies and other public or non-profit partners who have a vested interest in the economic vitality of the region. Gold members will be considered by the Board of Directors for a seat on the Executive Committee

Gold Member	$15,000
Bronze Member	$5,000

Approved by the Board of Directors on 10/13/08

AGREEMENT FOR PROVISION OF SERVICES

WHEREAS, Hidalgo County (the "County") is authorized pursuant to Section 381.004, of the Texas Local Government Code, to develop and administer state and local economic development programs in order to stimulate, encourage, and develop commercial activity in the County; and

WHEREAS, pursuant to Section 381.004, the County is authorized to spend public funds and provide personnel and services of the county to develop such programs, and to contract with another entity for the administration of such an economic development program; and

WHEREAS, the County has determined that such programs would improve the business conditions within the County and enhance the future development of the County and the Rio Grande Valley region; and

WHEREAS, the County has developed or intends to develop an economic development program to promote business and commercial activity within the County for the purpose of improving the economic competitiveness of the County and enhancing the development of regional industry clusters within the County and the Rio Grande Valley (the "Program"), and desires to contract with another entity to administer the Program; and

WHEREAS, the Rio South Texas Economic Council, a Texas nonprofit corporation (the "Council"), has been created for the sole purpose of promoting the development of regional industries in various counties within South Texas and the Rio Grande Valley; and

WHEREAS, the County now desires to enter into a contract with the Council, whereby the Council will administer the Program on behalf of the County, including the provision of the following services, among others, in connection with the Program: (i) Improving business conditions by promoting a business and governmental climate that is conducive to successful economic development; (ii) Enhancing education by improving education and training for the purpose of strengthening community economic development efforts; (iii) Marketing the region for the purpose of generating opportunities that will result in economic expansion and diversification; and (iv) Supporting networking opportunities for sharing knowledge and experience, and the development of professional relationships throughout the County and in the Rio Grande Valley.

WHEREAS, the Council is agreeable to contracting with the County to assist the County in promoting the development of regional industries as set forth above.

NOW, THEREFORE, the County and the Council do hereby covenant and agree as follows:

1. The County finds, determines and declares that the development of the Program to promote business and commercial activity within the County will improve the economic competitiveness of the County and enhance the development of regional industry clusters within the County and the Rio Grande Valley.
2. The Council agrees to contract with the County to administer the Program on behalf of the County, including the provision of the following services, among others, for the promotion and development of regional industries: (i) Improving business conditions by promoting a business and governmental climate that is conducive to successful economic development; (ii) Enhancing education by improving education and training for the purpose of strengthening community economic development efforts; (iii) Marketing the region for the

purpose of generating opportunities that will result in economic expansion and diversification; and (iv) Supporting networking opportunities for sharing knowledge and experience, and the development of professional relationships throughout the County and in the Rio Grande Valley.

3. The County shall pay the Council for services in an amount based on the County's share of the contribution requirement attributable to its class of membership in the Council, as such is set forth in Article 2 of the By-laws of the Council. The amount of $30,000.00 is payable on or before December 1, 2008.
4. The Council shall use the funds received from the County only for the purposes set forth in this Agreement.
5. This Agreement shall be effective on the date set forth below and shall continue in full force and effective until November 30, 2009.

EXECUTED THIS ___ day of _____, 2008.

Hidalgo County, Texas

By:_____
J.D. Salinas, Judge

ATTEST:

By: _____

Arturo Guajardo, Jr., Clerk

(SEAL)

RIO SOUTH TEXAS ECONOMIC COUNCIL

_____

Carlos Cascos, Vice-Chair

ATTEST:

_____

Bill Martin, Secretary

Rio South Texas EC
901 Business Park Dr., Suite 200
Mission, Texas 78572
Phone (956) 585-0040 / Fax (956) 581-0470

INVOICE

Date: October 15, 2008

TO The Honorable Judge J.D. Salinas
Hidalgo County
P.O. Box 1356
Edinburg, TX 78540

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
			Due upon receipt

DESCRIPTION	TOTAL
Rio South Texas EC Fiscal Year 2008-2009 Dues	$30.000
SUBTOTAL	
SALES TAX	
TOTAL	$ 30.000

Make all checks payable to: Rio South Texas Economic Council

THANK YOU FOR YOUR SUPPORT!

Rio South Texas
Economic Council

Contribution Levels for FY 08-09

Foundation Members $1,000 to $30,000 per year

This membership category is available to all counties, cities and/or economic development corporations within the Rio South Texas region and is based on the most current US Census updates. Each Foundation Member investing $10,000 or more will have a seat on the Board of Directors. Foundation Members contributing less than $10,000 will have one (1) member per population level on the Board of Directors. Final selection of each of the directors from this category is subject to the terms of the bylaws of the Council.

Population Levels:

Counties with 500,000 or more and Cities with 50,000 or more	$30,000
Counties with 200,000-499,999 and Cities with 35,000-49,999	$15,000
Counties with 50,000-199,999 and Cities with 10,000-34,999	$10,000
Counties with 20,000-49,999 and Cities with 5,000 to 9,999	$5,000
Cities with 2,000-4,999	$2,000
Cities under 2,000	$1,000

Institutional Members $1,000 per year

This membership category is available to all Chambers of Commerce, education institutions, and councils of government within the Rio South Texas region. Institutional Members will have one (1) member on the Board of Directors. Final selection of the director from this category is subject to the terms of the bylaws of the Council.

Organizational Members $5,000 or $15,000 per year

This membership category is open to private sector companies, utilities, trade associations, governmental agencies and other public or non-profit entities which have a vested interest in the economic vitality of the region. Each Gold Member will have a seat on the Board of Directors. Final selection of each of the directors from this category is subject to the terms of the bylaws of the Council.

Gold Member	$15,000
Bronze Member	$5,000

Adopted 10/13/08

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Mission Economic Development Authority, Inc.

Business name, if different from above
Rio South Texas Economic Council

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶ **Non-Profit**

☐ Exempt payee

Address (number, street, and apt. or suite no.)
901 Business Park Drive, Suite 200

Requester's name and address (optional)

City, state, and ZIP code
Mission, Texas 78572

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
74 2578114

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/15/08

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

AI-11996 **10.A.**

Planning Department

CC REGULAR

Date:	11/04/2008
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Release of Letter of Credit
   a. Los Naranjos Phase 2 Subdivision – Pct. 3 (Pat Fletcher)
2. Reimbursement of a Cash Deposit
   a. Elizondo Subdivision – Pct. 2 (Myrna Elizondo)

BACKGROUND

Fiscal Impact

Attachments

Link: Los Naranjos2;Release

Link: Elizondo;Reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/30/2008 07:10 AM	APRV
2	Dale Kennan	Dale Kennan	10/30/2008 09:53 AM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 03:41 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2008 03:57 PM	APRV
5	Court Administrator	Angela Garcia	10/31/2008 08:15 AM	APRV
Form Started By: Nora Cavazos			Started On: 10/29/2008 03:13 PM	
Final Approval Date: 10/31/2008				

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 29, 2008

RE: LOS NARANJOS PHASE 2 SUBDIVISION – PCT. 3

ON APRIL 22, 2008, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. LETTER OF CREDIT NO. 50028-24740 WAS USED TO SECURE THE FUNDS FOR THE WATER DISTRIBUTION, STREET PAVING, STORM DRAINAGE IMPROVEMENTS, LAND CLEARING, SEPTC TANK SYSTEMS AND STREET SIGNS & BARRICADES.

THE DEVELOPER IS REQUESTING A RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF $458,000.00 DOLLARS. THE DEVELOPER HAS COMPLETED ALL OF THE REQUIREMENTS IN ACCORDANCE WITH THE MODEL SUBDIVISION RULES. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SIXTY FIVE (65) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO A RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF $458,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

BORDER CAPITAL BANK NO. 50028-24740

ORIGINAL AMOUNT	$ 607,500.00
1ST RELEASE	$ 149,500.00
2ND RELEASE	$ 458,000.00
BALANCE	$ 0

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

Los Naranjos Phase 2 Subdivision

IRREVOCABLE LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. 50028-24740

TO: County Judge (in his or her official capacity) Hidalgo County, Texas

DATE: November 9, 2007

We hereby authorize you to draw at sight on **Border Capital Bank**, for the account of **Los Naranjos No. 2, Ltd.** (the Customer), up to the aggregate amount of SIX HUNDRED SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($607,500.00) (the Stated Amount) available by our draft, accompanied by a certification by the county judge, any county commissioner, or the county treasurer that the following condition exists:

"A Condition of Draw exists under Subdivision Construction Agreement dated November 9, 2007, by and between the Customer and the County of Hidalgo (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement."

Drafts must be drawn and presented by or on November 9, 2008 by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Address of Issuer: 1801 South McColl Road, PO Box 5555, McAllen, Texas 78502-5555
Signature of Issuer's Authorized Officer

Printed Name: Fred Garza
Title: Senior Vice-President

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services 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 16, 2008

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

RE: LOS NARANJOS PHASE 2

Dear Mr. Sesin:

According to our records the septic tank systems for **LOS NARANJOS PHASE 2** a **65** lot subdivision, located on **FM 107 AND BRUSHLINE ROAD,** have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

mm

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 29, 2008

RE: ELIZONDO SUBDIVISION – PCT. 2

ON OCTOBER 03, 2008, MYRNA ELIZONDO DEPOSITED IN ESCROW WITH THE COUNTY OF HIDALGO A CHECK IN THE AMOUNT OF ONE THOUSAND DOLLARS 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 HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE (1) SEPTIC TANK HAS BEEN INSTALLED, INSPECTED AND APPROVED TO FUNCTION SATISFACTORILY.

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

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Date 10-03 20 08

Received of: MYRNA M. ELIZONDO $ 1000

One thousand 00/100 Dollars

Subdivision: ELIZONDO SUBD.

Cash ☐ Check # 1414 M.O. # ☐

Received by: Gloria Cantu

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
No 59411 -2

UTILITY CERTIFICATE REVIEW FEE
Acct # - 1100-341-30-210-003-0-000
Permit No. _____
TOTAL

SUBDIVISION FEES
Acct # - 1100-341-30-210-003-0-000
Filing/Review Fee _____
2% Inspection Fee _____
Maps _____
Subd. Rules Book _____
Other _____
TOTAL

ESCROW
Acct # - 1100-211-00-000-018-0-000
1/3 Paving
Septic Tank - $1,000.00
Other _____
TOTAL $1,000.00

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-001

MYRNA M. ELIZONDO
DBA ELIZONDO DRIVE THRU
[redacted]
SAN JUAN, TX 78589

1414

DATE 10-03-08

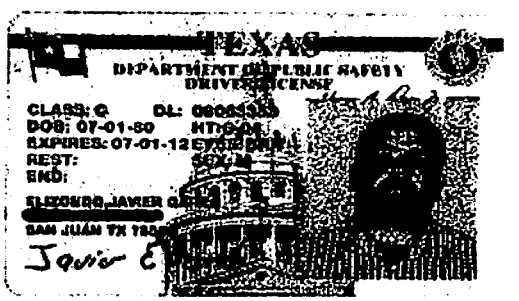
PAY TO THE ORDER OF Hidalgo County Planning Dept. $ 1000 00

One Thousand Dollars 00/100 DOLLARS

IBC International Bank of Commerce

FOR Septic tank for escrow

⑈001414⑈ ⑆[redacted]



PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department
1304 S. 25th Ave. • 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 29, 2008

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

RE: ELIZONDO

Dear Mr. Sesin:

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

Sincerely,

Chardo Ramos,
Asst. Chief Inspector

mm

AI-11958 **11.A.**

Penitas Head Start Center
CC REGULAR

Date:	11/04/2008
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/approval of administration's recommendation to transfer children, personnel, and equipment from Penitas to the La Joya and Palmview III Head Start centers.

BACKGROUND

Policy Council Approval: October 14, 2008

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding necessary.

Attachments

Link: Penitas

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/29/2008 10:32 AM	APRV
2	Erika Reyna	Erika Reyna	10/30/2008 03:34 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 03:43 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2008 03:52 PM	APRV
5	Court Administrator	Angela Garcia	10/31/2008 08:14 AM	APRV

Form Started By: Linda Galaviz — Started On: 10/29/2008 07:28 AM

Final Approval Date: 10/31/2008

Hidalgo County Head Start Program

Policy Council Agenda

DATE: October 14, 2008

SUBJECT: Discussion/Approval of Administration's Recommendation to Transfer Children, Personnel and Equipment from Peñitas to the La Joya and Palmview III Head Start Centers

RATIONALE/NEED: Please see attached Memorandum from Mrs. Nora S. Munoz, Assistant Program Director.

RECOMMENDATION: Administration recommends approval.

COST: There will be a reduction in rental fees, utilities, and maintenance costs.

RELATED INFORMATION INCLUDES: Memorandum

****

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Memorandum

Date: October 7, 2008

To: Teresa Flores, Executive Director

From: Nora S. Munoz, Assistant Program Director

Subject: Peñitas Head Start Center

C. C. Edmundo Garcia, Assistant Program Director

The Head Start center at Peñitas is a small 3 classroom facility with licensing capacity for 57 children. The facility is leased from the city of Peñitas for $750.00 per month.

At the request of staff and parents, the Program has been providing transportation to the children currently attending this center. In order to accomplish this, our transportation department has had to utilize two buses, one assigned to Peñitas and the other assigned to the La Joya center, which after its regular route, picks up children and transports them to Peñitas, thus creating in effect a triple route for Peñitas. This of course, places a tremendous strain on manpower, equipment and the children themselves. Children arrive late for breakfast since the trip takes longer than one hour, staff is kept on the road more time than is adequate and the buses are requiring more maintenance and fuel to keep operating.

Upon further communication with staff and continued analysis of the situation, it has been confirmed that these young passengers are being transported from "Colonia De Las Palmas", which is approximately a 16 mile round trip from the Peñitas center. We also learned that the colonia in question is about the same distance from the La Joya center, but that it would take less time to transport the children to La Joya via Jarachina Road rather than using Tom Gill Road to Peñitas.

In order to improve services to our children, reduce staff stress levels and control equipment costs, administration would like to propose to transfer two thirds (2/3) of the children currently enrolled at Peñitas to our La Joya facility, which presently has two unutilized classrooms. The remaining children will be transferred to our Palmview III center, which

also has a classroom available. The bus assigned to Peñitas would be reassigned to the La Joya Center in order to continue providing transportation services to the children enrolled. This recommendation will not displace any employee. All employees at Peñitas will be reassigned to La Joya and/or Palmview III.

If you have any questions regarding this recommendation, or need additional information, please do not hesitate to call me.

Thank you for your continued support and cooperation.

AI-11985 **12.A.**

FY08-09 Membership Renewal Fee's
CC REGULAR

Date: 11/04/2008
Submitted By: Yvette Pacheco, PUBLIC DEFENDERS
Department: PUBLIC DEFENDERS
Agenda Category: Public Defender's Office

Information

CAPTION

Request and approval to pay the FY08-09 membership renewal fee to the Texas Criminal Defense Lawyers Association (T.C.D.L.A) in the amount of $100.00 for the following employees:
Chief Public Defender - Jaime E. Gonzalez
1st Assistant - Pilar V. Espinosa

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1282-412-30-085-001-9-810
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 10-30-08 $1,000.00

Attachments

Link: Membership Renewal Notice
Link: Affidavit - T.C.D.L.A.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/29/2008 03:28 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/30/2008 08:36 AM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 03:46 PM	APRV
4	Mike Escaname		10/31/2008 04:43 PM	NEW

Form Started By: Yvette Pacheco — Started On: 10/29/2008 02:31 PM

Final Approval Date: 10/31/2008

TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION

MEMBERSHIP RENEWAL NOTICE

INVOICE RECEIVED BY:
Lup 10/29/08

GOOD / PROD. RECVD. BY
Lup 10/29/08

8-1282-412 30-085-001-9- 810

Jaime E. Gonzalez
100 E Cano St Ste 206
Edinburg, TX 78539-4548

Membership Expires: 12/31/2008
TCDLA ID#: 9278

MEMBERSHIP CATEGORY

Please check appropriate category. Prices include one year of membership.

- ☐ Regular Member (renewal) **REG** • $150
- ☐ Voluntary Sustaining Member (required for TCDLA officers and directors) **VS** • $300
- ☐ TCDLA Past President Member **PPRES** • $50
- ☒ Public Defender Member (must be a PD employee) **PD** • $50
- ☐ Affiliate Member **AFF** • $50
  - ☐ Paralegal **PARAL** ☐ Investigator **INV** ☐ Expert **EXP** ☐ Other (law professors and other persons approved by the Board of Directors)
- ☐ Law Student Member **STU** • $20
- ☐ Sustaining Member (required for TCDLA Associate Directors) **SUS** • $200
- ☐ Distinguished Member (70+) **DIS** • $50

☐ I would like to donate to the TCDLEI scholarship, 501(c)(3) organization, in the amount of $ _____.

Tax Notice: $36 of your annual dues ($19 if a student member) is for a one year subscription to the VOICE for the Defense. Dues to TCDLA are not deductible as a charitable contribution but may be deducted as an ordinary business expense. The non-deductible portion of regular and initial membership dues is $39 in accordance with IRC sec. 6033.

LAWYER LOCATOR

☒ Yes! Include me in the online lawyer locator.* You may list up to three practice areas in criminal defense law for public access. (example: DWI, sexual assault, appeals)

DWI ASSAULT DRUG CASES

*Disclaimer: TCDLA makes no promises, guarantees, or warranties regarding the attorneys listed on its Lawyer Locator. Said attorneys are TCDLA members who have requested inclusion on TCDLA's website to provide the public with choices for possible legal services. TCDLA expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose and non-infringement. Moreover, content contained on or made available through this website is not intended to and does not constitute legal advice and no attorney-client relationship is formed. The accuracy, completeness, adequacy or currency of the content is not warranted or guaranteed. Your use of information on the website or materials linked from the website is at your own risk.

INFORMATION UPDATE

Please indicate below any changes to your address or contact information.

Name _____ Company _____

Street _____ City, State, Zip _____

Phone _____ Fax _____

Email _____ Website _____

☐ Exclude me from fax communication ☐ Exclude me from email communication

PAYMENT METHOD

☐ Check payable to TCDLA ☐ Credit Card (Visa, Mastercard, Amex or Discover)

Credit Card Number _____ Expiration Date _____

Name on Card _____ Signature _____

RENEW

- Mail completed form with payment to: **TCDLA Membership • 1707 Nueces Street • Austin, TX 78701**
- Renew online at **www.tcdla.com**
- Fax completed form with credit card to **512.469.9107**

TCDLA office use only: Amount: _____ Check/CC: _____

TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION

INVOICE RECEIVED BY: **MEMBERSHIP RENEWAL NOTICE**

Lyp 10-29-08

GOOD / PROD. RECVD. BY

Lyp 10-29-08

8-1282-412 30-085-001-9-810

Pilar V. Espinosa
100 E Cano St Ste 206
Edinburg, TX 78539-4548

Membership Expires: 12/31/2008
TCDLA ID#: 9276

MEMBERSHIP CATEGORY

Please check appropriate category. Prices include one year of membership.

- ☐ Regular Member (renewal) **REG** • $150
- ☐ Voluntary Sustaining Member (required for TCDLA officers and directors) **VS** • $300
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- ☒ Public Defender Member (must be a PD employee) **PD** • $50
- ☐ Affiliate Member **AFF** • $50
  - ☐ Paralegal **PARAL** ☐ Investigator **INV** ☐ Expert **EXP** ☐ Other (law professors and other persons approved by the Board of Directors)
- ☐ Law Student Member **STU** • $20
- ☐ Sustaining Member (required for TCDLA Associate Directors) **SUS** • $200
- ☐ Distinguished Member (70+) **DIS** • $50
- ☐ I would like to donate to the TCDLEI scholarship, 501(c)(3) organization, in the amount of $ _____.

Tax Notice: $36 of your annual dues ($19 if a student member) is for a one year subscription to the VOICE for the Defense. Dues to TCDLA are not deductible as a charitable contribution but may be deducted as an ordinary business expense. The non-deductible portion of regular and initial membership dues is $39 in accordance with IRC sec. 6033.

LAWYER LOCATOR

☐ Yes! Include me in the online lawyer locator.* You may list up to three practice areas in criminal defense law for public access. (example: DWI, sexual assault, appeals)

_____ _____ _____

*Disclaimer: TCDLA makes no promises, guarantees, or warranties regarding the attorneys listed on its Lawyer Locator. Said attorneys are TCDLA members who have requested inclusion on TCDLA's website to provide the public with choices for possible legal services. TCDLA expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose and non-infringement. Moreover, content contained on or made available through this website is not intended to and does not constitute legal advice and no attorney-client relationship is formed. The accuracy, completeness, adequacy or currency of the content is not warranted or guaranteed. Your use of information on the website or materials linked from the website is at your own risk.

INFORMATION UPDATE

Please indicate below any changes to your address or contact information.

Name _____ Company _____

Street _____ City, State, Zip _____

Phone _____ Fax _____

Email _____ Website _____

☐ Exclude me from fax communication ☐ Exclude me from email communication

PAYMENT METHOD

☐ Check payable to TCDLA ☐ Credit Card (Visa, Mastercard, Amex or Discover)

Credit Card Number _____ Expiration Date _____

Name on Card _____ Signature _____

RENEW

- Mail completed form with payment to: **TCDLA Membership • 1707 Nueces Street • Austin, TX 78701**
- Renew online at **www.tcdla.com**
- Fax completed form with credit card to **512.469.9107**

TCDLA office use only: Amount: _____ Check/CC: _____

TO THE COUNTY AUDITOR

AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Jaime E. Gonzalez, do hereby state that my membership in the Texas Criminal Defense Lawyers Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

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

SIGNATURE: _____ DATE: 10/29/09

TITLE: CHIEF PUBLIC DEFENDERS

Before me Lurin Yvette Pacheco, a Notary Public, appeared Jaime E. Gonzalez, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

LURIN YVETTE PACHECO
Notary Public, State of Texas
My Commission Expires
November 14, 2009

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

_____
DEPARTMENT HEAD APPROVAL

TO THE COUNTY AUDITOR

AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Pilar V. Espinosa, do hereby state that my membership in the Texas Criminal Defense Lawyers Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

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

SIGNATURE: _____ DATE: 10/29/08

TITLE: 1st Asst. Public Defender

Before me Lurin Yvette Pacheco, a Notary Public, appeared Pilar V. Espinosa, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

LURIN YVETTE PACHECO
Notary Public, State of Texas
My Commission Expires
November 14, 2009

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

_____
DEPARTMENT HEAD APPROVAL

AI-11952 **13.A.**

WIC

CC REGULAR

Date:	11/04/2008
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma Longoria, WIC Director
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

Discussion, action and approval in adding to WIC Inventory: (1) Sharp SD-3062 CPM, Recirculating Document Handler,
Offset Stacker and 4,100 Sheet Paper Capacity, copy machine floor model, that was transferred from Cameron County Dept. of Health & Human Services WIC Program valued at $5,850.00.

BACKGROUND

Property Transfer Slip

8.1292.441.00.350.001.9

Fiscal Impact

Attachments

Link: P/T

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/27/2008 03:07 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	10/31/2008 03:17 PM	APRV
3	Auditor's Office	Linda Fong	10/31/2008 04:27 PM	APRV
4	Purchasing Department	Angela Garcia	10/31/2008 04:43 PM	APRV

Form Started By: Margarita Gonzalez — Started On: 10/27/2008 02:20 PM

Final Approval Date: 10/31/2008

CAMERON COUNTY DEPARTMENT OF
HEALTH AND HUMAN SERVICES
WIC PROGRAM
PROPERTY TRANSFER

Three (3) copies should be made of this form. The Supervisor making the form should:
a) Leave one copy with receiving Supervisor.
b) Send the original to the Property Manager.
c) Retain one copy for his/her files.

FROM: Cameron County WIC -003-00

TO: Hidalgo County WIC

PROPERTY TRANSFERRED:	INVENTORY NO.	Form	To
Copy Machine - Sharp SD-3062 Floor Model model SD-3062 Sharp	768248-04		

TRANSFERRING SUPERVISOR: _____ (Signature) 10/23/08 (Date) Aldo Vasquez / Admin. Tech. (Print or type name and title)

RECEIVING SUPERVISOR: _____ (Signature) 10/23/08 (Date) _____ (Print or type name and title)

I accept responsibility for the custody, care, maintenance, and safekeeping of this property. I understand that if this state property disappears as a result of my failure to exercise reasonable care for its safekeeping, that I shall be pecuniarily liable to the state for the loss sustained by the state.

AI-12018 **14.A.**

Execution of Right of Entry
CC REGULAR

Date:	11/04/2008
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for County Judge to execute Right of Entry Form requested by the Property Acquisition Services, Inc. for the Hidalgo County Loop Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact at this time.

Attachments

Link: Right of Entry Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/30/2008 08:55 AM	APRV
2	Dale Kennan	Dale Kennan	10/30/2008 10:30 AM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 03:51 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2008 03:57 PM	APRV
5	Court Administrator	Angela Garcia	10/31/2008 08:15 AM	APRV

Form Started By: Sandra Garcia — Started On: 10/30/2008 08:20 AM

Final Approval Date: 10/31/2008

Property Acquisition Services, Inc.

August 14, 2008

County of Hidalgo
100 E Cano St
Edinburg, TX 78539-4582

RECEIVED
AUG 18 2008
COUNTY JUDGE

RE: Hidalgo Loop Project

Dear Landowner:

The Hidalgo County Regional Mobility Authority (HCRMA) has contracted with Hidalgo County Road Builders and/or its employees, agents and contractors to perform limited biological, archaeological, and ecological investigative surveys for environmental documentation purposes and civil surveys and appraisals along the proposed Hidalgo Loop. These studies are required in order to comply with the National Environmental Policy Act (NEPA).

This project will require that our archaeologists, engineers, and scientists obtain entry to areas of private land with the understanding that livestock, fences, buildings, crops, etc. will not be disturbed in any manner and that there may be a small amount of brush cutting to allow us to obtain data in wooded areas. All test holes will be back filled and the surface will be returned as closely as practicable to its original state. These limited investigative surveys and civil surveys will take place at various times during the next twenty-four (24) months.

Investigations will be limited to civil surveys, appraisals, engineering field assessments, environmental habitat assessments, on-the-ground wetland delineations, threatened/endangered species surveys, cultural resource surveys, and hazardous materials site assessments. Not all of the above mentioned investigations will need to be performed on each tract.

To facilitate our work, we request that you sign and date the attached right-of-entry form provided and return it to this office. Please provide us with a current phone number so that we may contact you. There is also a comment section on the right-of-entry form for you to provide us with any additional information regarding restricted access, conditional access, contact person and phone number or any other issues you would like us to be aware of.

If you need additional information or would like to meet with us, please do not hesitate to call me at 956-631-6331. Your promptness and cooperation are greatly appreciated.

Si necesita asistencia en Espanol por favor llamar al numero 956-631-6331.

Sincerely,

Thurman Black
Project Manager
Property Acquisition Services

Deed No. 996451

Enclosure

PROJECT: HIDALGO LOOP

Deed No. 996451

COUNTY: HIDALGO

RIGHT TO ENTER PREMISES

I, _____ the undersigned, am the owner/ legal representative of the owner of the certain real estate located in Hidalgo County, Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

I hereby grant Hidalgo County Regional Mobility Authority (HCRMA) and/or its employees, agents and contractors access to my property to perform investigative environmental surveys, right-of-way surveys and property appraisals. The HCRMA, in consideration for the right of entry, does hereby agree to release and hold harmless GRANTOR, from and against any and all damages, costs and expenses arising out of or connected with said right of entry.

This is to certify that permission is hereby granted to the HCRMA and/or its employees, agents and contractors to enter upon lands owned by me in Hidalgo County, with the necessary personnel and equipment for the limited purpose of performing investigative environmental surveys, right-of-way surveys and property appraisals. Investigative environmental surveys may include auger testing, geophysical investigation, trenching, limited hand investigation and mechanical scraping or excavation. All test holes will be back filled and the surface will be returned as closely as practicable to its original state. No artifacts will be removed from the property. Right-of-way surveys and property appraisals may include setting control panels in advance of aerial mapping, locating property corners, determining boundaries of existing and proposed right-of-way lines, and determining location of improvements and utilities. Upon signing, this right of entry will terminate twenty-four (24) months from the execution date.

Signed this the _____ day of _____, 2008

GRANTOR/OWNER:

_____
Signature

_____
Printed Name

_____
Address

_____
Telephone Number

Comments or special instructions:

_____

_____

COUNTY: HIDALGO

HIGHWAY: SOUTH "I" ROAD

PROJECT LIMITS: MOORE ROAD TO MILITARY HIGHWAY 281

SS-99-54
02-21-01
REV: 07-27-01

FIELD NOTES FOR PARCEL – 61

Being 2.295 acre tract of land out of a 44.480 acre tract of land out of Lot 289 Kelly-Pharr Subdivision, Hidalgo County, Texas; As recorded in Volume 0, Page 27, Map Records, Hidalgo County, Texas; Said 44.480 acre tract is vested to Anna Mae Kelly by virtue of a Tax Deed dated November 4, 1942, recorded in volume 568, Page 69, Deed Records, Hidalgo County, Texas, from Hidalgo County Water Improvement District No. 2, to J.C. Kelly and Odelle Kelly Holt and the Last Will and Testament of J. Connally Kelly, deceased, recorded in the Office of the County Clerk of Hidalgo County, Texas, under Probate File No. 7753, Probate Records, Hidalgo County, Texas; Said 2.295-acre tract of land being more particularly described by metes and bound as follows;

Commencing at a 60-D nail set for the Northwest corner of said Lot 289; **THENCE**; East with and along the North line of said Lot 289 for a distance of 1406.32 feet to a point within an existing drainage ditch for the Northwest corner of said tract herein described and also being the **POINT OF BEGINNING**;

(1) **THENCE**; East with and along the North line of said Lot 289, for a distance of 60.57 feet to 60-D nail set for the Northeast corner of said Lot 289 and said tract herein described;

(2) **THENCE**; South 00 degrees 04 minutes 00 seconds West, with and along the East line of said Lot 289 for a distance of 1320.00 to a 60-D nail set for the Southeast corner of said Lot 289 and said tract herein described;

(3) **THENCE**; West with and along the South line of said Lot 289, for a distance of 124.95 feet to a No. 4 rebar set for the Southwest corner of said tract herein described;

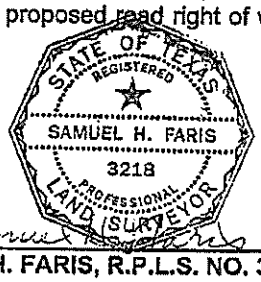
(4) **THENCE**; North at a distance of 20.00 feet pass the South right of way line of Juan Balli Road and continuing on the same bearing for a total distance of 40.00 feet to No. 4 rebar set for an external corner of said tract herein described;

(5) **THENCE**; North 45 degrees 01 minutes 57 seconds East, with and along a corner clip for the proposed right of way of South "I" Road for a distance of 70.75 feet to a No. 4 rebar set for an internal corner of said tract herein described;

(6) **THENCE**; North 00 degrees 04 minutes 00 seconds East, with and along the proposed West right of way line of South "I" Road and parallel to the East line of said Lot 289 for a distance of 759.26 feet to a No. 4 rebar set for a point of curvature to the right and an external corner of said tract herein described;

EXHIBIT "A" 1 of 2

(7) **THENCE**; In a Northeasterly direction with and along the proposed West right of way line of South "I" Road and line of said curve to the right with an arc angle of 03 degrees 30 minutes 36 seconds, a radius of 7689.00 feet, a tangent of 235.60 feet, a curve length of 471.05 feet, and a chord that bears North 01 degrees 49 minutes 19 seconds East, with a chord length of 470.89 feet to the **POINT OF BEGINNING** and containing 2.295 acres of which 0.803 acres lies in existing road right of way, 0.433 acres lies in existing gas easement, and 0.040 acres lies in existing irrigation easement leaving 1.019 acres of proposed road right of way more or less.



SAMUEL H. FARIS, R.P.L.S. NO. 3218

DATE: 7/30/21

AI-12022 **14.B.**

Authorization to Incorporate Mile 17 North Road
CC REGULAR

Date:	11/04/2008
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for consideration, action and/or approval to incorporate Mile 17 North Road as an acceptable Buffer Zone to the TCEQ Permit.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1200-431-00-260-001-0-711

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

BUDGETARY IMPACT:

No budgetary impact at this time.

Attachments

Link: Correspondence TCEQ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/30/2008 08:56 AM	APRV
2	Dale Kennan	Dale Kennan	10/30/2008 10:43 AM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 03:48 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2008 03:59 PM	APRV
5	Court Administrator	Angela Garcia	10/31/2008 08:15 AM	APRV

Form Started By: Sandra Garcia Started On: 10/30/2008 08:36 AM

Final Approval Date: 10/31/2008

1100 NE Loop 410
Suite 300
San Antonio, TX 78209

Tel: (210) 824-8949
Fax: (210) 824-8876

BROWN AND CALDWELL

September 8, 2008

Mr. Jose N. Peña
Right of Way Director
Hidalgo County
509 E. Earling Rd.
San Juan, Texas 78589

Subject: City of Edcouch, Texas
Domestic Wastewater Treatment Plant Buffer Zone Compliance

Dear Mr. Peña:

We are working with the City of Edcouch on the Texas Commission on Environmental Quality's (TCEQ) permit application (Texas Pollutant Discharge Elimination System Permit) for their existing WWTP. As required by the application, we have identified the buffer zones required by the TCEQ for the existing treatment units. We have determined that a portion of the necessary buffer zone overlaps a portion of Hidalgo County's Mile 17 North Road as shown in the attached drawing. The WWTP is currently operational under the existing configuration. It is anticipated that inclusion of the roadway as an acceptable buffer zone will not adversely impact Hidalgo County right-of-way.

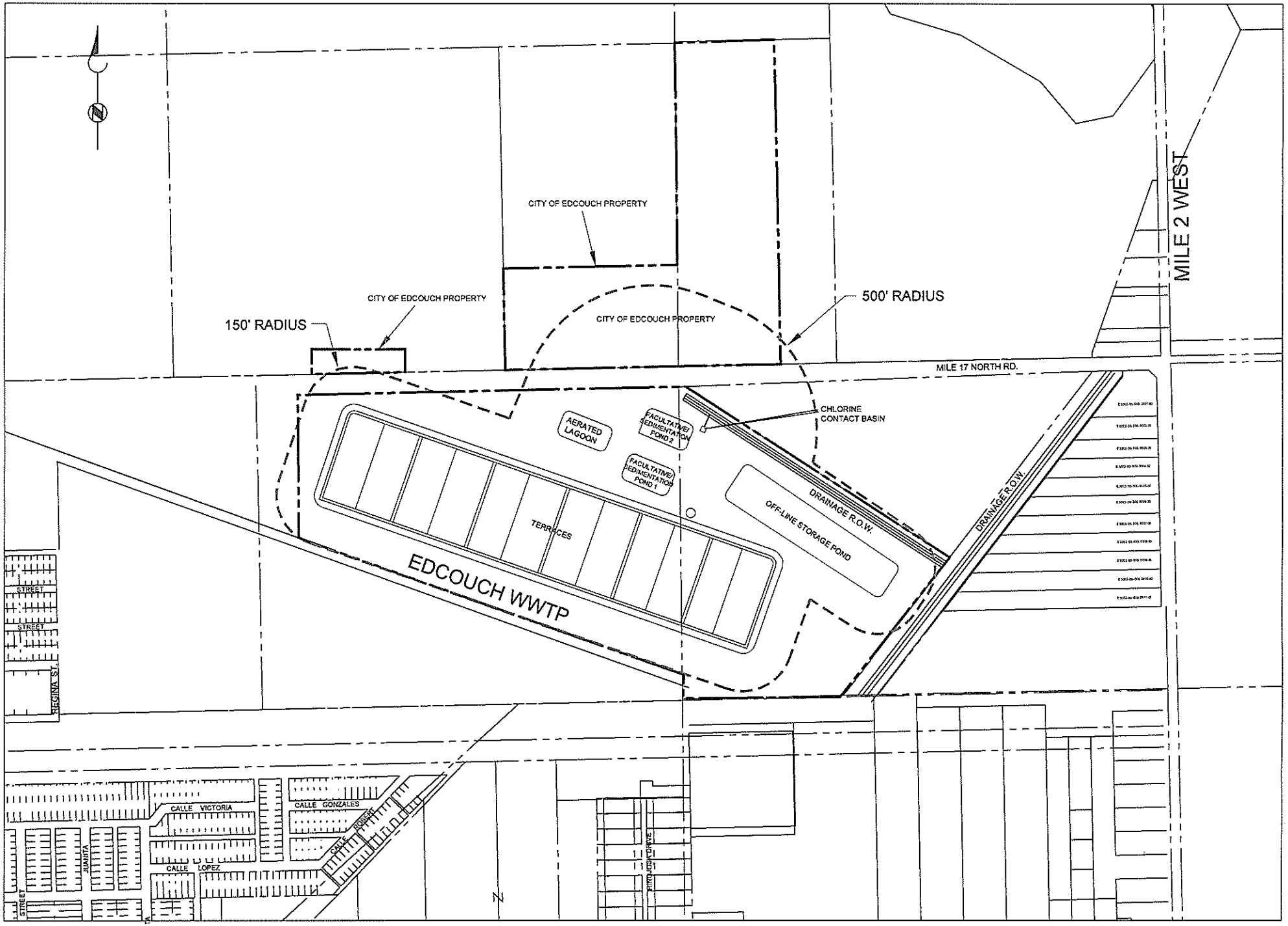
At this time we respectfully request Hidalgo County's authorization to incorporate Mile 17 North Road as an acceptable buffer zone to the TCEQ permit. A copy of the buffer zone map is enclosed for your review. If you have any questions regarding the WWTP Permit Application, please contact me on my cell phone at (210) 467-7393. Your attention to this matter is greatly appreciated.

Very truly yours,

BROWN AND CALDWELL

Horacio Juarez, P.E.
Project Manager

cc/enc: Terry Taylor



EDCOUCH - BUFFER ZONE MAP

jose

From: Stephen L. Crain [scrain@atlashall.com]
Sent: Tuesday, September 23, 2008 2:08 PM
To: 'jose'
Subject: RE: Scan001.PDF
Attachments: _AVG certification_.txt

Commissioners Court will have to consider.

From: jose [mailto:jose.pena@co.hidalgo.tx.us]
Sent: Monday, September 22, 2008 3:49 PM
To: 'Steve Crain'
Subject: RE: Scan001.PDF

According to the engineer it will not affect the road at all, but they need to make sure no permanent building is placed on that buffer zone which includes the road area.
Joe

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, September 22, 2008 3:46 PM
To: jose
Subject: Re: Scan001.PDF

Jose....I have read the regulations but I still do not understand why they need the road. Please explain.

> ----- Original Message -----
> **From:** jose
> **To:** Stephen L. Crain
> **Cc:** Marynel Trevino
> **Sent:** Monday, September 22, 2008 3:00 PM
> **Subject:** Scan001.PDF
>
> Steve,
> Attached please find the info you requested regarding the "buffer zone" for the wastewater plant in Edcouch.
> Thanks,
> Joe

jose

From: jose [jose.pena@co.hidalgo.tx.us]
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> Attached please find the info you requested regarding the "buffer zone" for the wastewater plant in Edcouch.
> Thanks,
> Joe

<<Prev Rule Next Rule>>

Texas Administrative Code

TITLE 30 ENVIRONMENTAL QUALITY
PART 1 TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 309 DOMESTIC WASTEWATER EFFLUENT LIMITATION AND PLANT SITING
SUBCHAPTER B LOCATION STANDARDS
RULE §309.13 **Unsuitable Site Characteristics**

(a) A wastewater treatment plant unit may not be located in the 100-year flood plain unless the plant unit is protected from inundation and damage that may occur during that flood event.

(b) A wastewater treatment plant unit may not be located in wetlands. (This prohibition is not applicable to constructed wetlands.)

(c) A wastewater treatment plant unit may not be located closer than 500 feet from a public water well as provided by §290.41(c)(1)(B) of this title (relating to Ground Water Sources and Development) nor 250 feet from a private water well. The following separation distances apply to any facility used for the storage, processing, or disposal of domestic wastewater. Exceptions to these requirements will be considered at the request of a permit applicant on a case-by-case basis, and alternative provisions will be established in a permit if the alternative condition provides adequate protection to potable water sources and supplies:

(1) A wastewater treatment plant unit, land where surface irrigation using wastewater effluent occurs, or soil absorption systems (including low pressure dosing systems, drip irrigation systems, and evapotranspiration beds) must be located a minimum horizontal distance of 150 feet from a private water well;

(2) A wastewater treatment plant unit, or land where surface irrigation using wastewater effluent occurs, must be located a minimum horizontal distance of 500 feet from an elevated or ground potable-water storage tank as provided by §290.43(b)(1) of this title (relating to Location of Clear Wells, Standpipes, and Ground Storage and Elevated Tanks);

(3) A wastewater treatment plant unit, or land where surface irrigation using wastewater effluent occurs, must be located a minimum horizontal distance of 500 feet from a public water well site as provided by §290.41(c)(1)(C) of this title, spring, or other similar sources of public drinking water;

(4) A wet well or pump station at a wastewater treatment facility must be located a minimum horizontal distance of 300 feet from a public water well site, spring, or other similar sources of public drinking water as provided by §290.41(c)(1)(B) of this title; and

(5) A wastewater treatment plant unit, or land where surface irrigation using wastewater effluent occurs must be located a minimum horizontal distance of 500 feet from a surface water treatment plant as provided by §290.41(e)(3)(A) of this title.

(d) A wastewater treatment facility surface impoundment may not be located in areas overlying the recharge zones of major or minor aquifers, as defined by the Texas Water Development Board, unless the aquifer is separated from the base of the containment structure by a minimum of three feet of material with a hydraulic conductivity toward the aquifer not greater than 10[sup]-7[/sup] cm/sec or a thicker interval of more permeable material which provides equivalent or greater retardation of pollutant migration. A synthetic membrane liner may be substituted with a minimum of 30 mils

thickness and an underground leak detection system with appropriate sampling points.

(e) One of the following alternatives must be met as a compliance requirement to abate and control a nuisance of odor prior to construction of a new wastewater treatment plant unit, or substantial change in the function or use of an existing wastewater treatment unit:

(1) Lagoons with zones of anaerobic activity (e.g., facultative lagoons, un-aerated equalization basins, etc.) may not be located closer than 500 feet to the nearest property line. All other wastewater treatment plant units may not be located closer than 150 feet to the nearest property line. Land used to treat primary effluent is considered a plant unit. Buffer zones for land used to dispose of treated effluent by irrigation shall be evaluated on a case-by-case basis. The permittee must hold legal title or have other sufficient property interest to a contiguous tract of land necessary to meet the distance requirements specified in this paragraph during the time effluent is disposed by irrigation;

(2) The applicant must submit a nuisance odor prevention request for approval by the executive director. A request for nuisance odor prevention must be in the form of an engineering report, prepared and sealed by a licensed professional engineer in support of the request. At a minimum, the engineering report shall address existing climatological conditions such as wind velocity and atmospheric stability, surrounding land use which exists or which is anticipated in the future, wastewater characteristics in affected units pertaining to the area of the buffer zone, potential odor generating units, and proposed solutions to prevent nuisance conditions at the edge of the buffer zone and beyond. Proposed solutions shall be supported by actual test data or appropriate calculations. The request shall be submitted, prior to construction, either with a permit application and subject to review during the permitting process or submitted for executive director approval after the permitting process is completed; or

(3) The permittee must submit sufficient evidence of legal restrictions prohibiting residential structures within the part of the buffer zone not owned by the applicant. Sufficient evidence of legal restriction may, among others, take the form of a suitable restrictive easement, right-of-way, covenant, deed restriction, deed recorded, or a private agreement provided as a certified copy of the original document. The request shall be submitted, prior to construction, either with a permit application and subject to review during the permitting process or submitted for executive director approval after the permitting process is completed.

(f) For a facility for which a permit application, other than a renewal application, is made after October 8, 1990, if the facility will not meet the buffer zone requirement by one of the alternatives described in subsection (e) of this section, the applicant shall include in the application for the discharge permit a request for a variance. A variance will be considered on a case-by-case basis and, if granted by the commission, shall be included as a condition in the permit. This variance may be granted by the commission, consistent with the policies set out in Texas Water Code, §26.003.

(g) Any approved alternative for achieving the requirements of this subsection must remain in effect as long as the wastewater treatment plant is permitted by the commission. To comply with this requirement, the permittee must carry out the nuisance odor prevention plan at all times, shall ensure sufficient property ownership or interest and shall maintain easements prohibiting residential structures, as appropriate.

(h) For a permitted facility undergoing renewal of an existing permit with plans and specifications approved prior to March 1, 1990, for which no design change is requested, the facility will not be required to comply with the requirements of this subsection.

(i) Facilities for which plans and specifications have been approved prior to March 1, 1990, are not required to resubmit revised plans and specifications to meet changed requirements in this section in obtaining renewal of an existing permit.

Source Note: The provisions of this §309.13 adopted to be effective March 19, 1990, 15 TexReg 1160; amended to be effective October 8, 1990, 15 TexReg 5500; amended to be effective June 5, 1998, 23 TexReg 5723.

Next Page Previous Page

List of Titles Back to List

HOME | TEXAS REGISTER | TEXAS ADMINISTRATIVE CODE | OPEN MEETINGS | HELP |

AI-11783 **15.A.**

County Clerk's Record Archive Plan
CC REGULAR

Date: 11/04/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: County Clerk

Information

CAPTION

1. Public Hearing regarding the County Clerk's Record Archive Plan as required by Section 118.025 of the Texas Local Government Code
2. Approval/acceptance of County Clerk's Record Archive Plan as required by Section 118.025 of the Texas Local Government Code

BACKGROUND

Fiscal Impact

Attachments

Link: notice

Link: Local Government Code 118.025

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/17/2008 07:44 AM	APRV
2	Veronica Lopez	Veronica Lopez	10/17/2008 08:23 AM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 07:33 AM	APRV
4	Dina Trevino	Dina Trevino	10/31/2008 04:28 PM	APRV
5	Purchasing Department		10/31/2008 04:43 PM	NEW

Form Started By: Monica Badillo — Started On: 10/16/2008 04:31 PM

Final Approval Date: 10/31/2008

PUBLIC HEARING
COUNTY OF HIDALGO
COUNTY CLERK'S RECORDS ARCHIVE PLAN

NOTICE is hereby given that a public hearing will be held on Tuesday, November 04, 2008 at 9:30 a.m. in the Commissioners' Court of Hidalgo County, regarding the County Clerk's Record Archive Plan as required by Section 118.025 of the Texas Local Government Code, first floor of the Administration Building, 100 East Cano, Edinburg, Texas.

§ 118.025. COUNTY CLERK'S RECORDS ARCHIVE.

Text of section effective until Sept. 1, 2008

(a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) suspends or reduces the deterioration of public documents; or

(B) provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., ch. 804, § 7.

(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.

(b) The commissioners court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioners court in a public meeting.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) The county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioners court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the

hearing. After the public hearing, the plan shall be considered for approval by the commissioners court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262.

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONERS COURT OF _____ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF $_____ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioners court in a public meeting.

(j) Any excess funds generated from the collection of a fee under this section remaining after completion of a county records archive preservation and restoration project may be expended only for the purposes described by Section 118.0216. The commissioners court of a county may not order the collection of a fee authorized by this section after the county records archive preservation and restoration is complete.

(k) Repealed by Acts 2005, 79th Leg., ch. 804, § 7.

Added by Acts 2001, 77th Leg., ch. 794, § 4, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 974, § 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, § 3(32), eff. Sept. 1, 2003; Acts 2005, 79th Leg., ch. 804, § 1, 7, eff. June 17, 2005.

AI-12015 **16.A.**

Deletion of two (2) Maintenance I positions and creation of one Perm. F/T Diesel Mechanic position

CC REGULAR

Date:	11/04/2008
Submitted By:	Mary Ybarra, COMM. PCT. #1
Submitted For:	Mary Ybarra
Department:	COMM. PCT. #1
Agenda Category:	Precinct #1

Information

CAPTION

Paved/Unpaved Rd (121-005):
1. Approval to delete two (2) vacant permanent full-time Maintenance I positions, slot no's. 121-005-0059 & 121-005-0060 budgeted at 20,345.00 per year each.
2. Approval to create one (1) permanent full-time Diesel Mechanic slot no. 121-005-0078 budgeted at $36,500.00 per year.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Funds available for new Diesel Mechanic position due to deletion of the two Maintenance I positions.

Attachments

Link: back-up
Link: Diesel Mechanic & Maintenance I Job Descr.
Link: PAR Diesel Mechanic & Maintenance I
Link: Pct. 1 R & B Fiscal Note
Link: Pct. 1 P/U Rd. Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/30/2008 08:18 AM	APRV
2	Ivan Cantu	Ivan Cantu	10/30/2008 01:55 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/31/2008 01:55 PM	APRV
4	Auditor's Office	Linda Fong	10/31/2008 04:29 PM	APRV
5	Purchasing Department		10/31/2008 04:43 PM	NEW

Form Started By: Mary Ybarra Started On: 10/30/2008 07:29 AM

Final Approval Date: 10/31/2008

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: Friday, October 31, 20088

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: 12015

C.C. Date: 11/12/2008 2.

Dept: Precinct No. 1- Road & Bridge

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.

RECEIVED
OCT 31 2008
HUMAN RESOURCES

Human Resources Dept:

Received By: Esther A. Cortez

Title: HR Director

Date: 10/31/2008 **Time:** 4:00 PM

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct 1 / 121
CURRENT POSITION TITLE:

DATE: October 30, 2008
CURRENT SLOT. #:

REQUESTED POSITION TITLE: Diesel Mechanic
(For new positions or reclassifications) New Slot # 121-005-0078

REQUEST FOR:

[XX] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 36,500.00 (Proposed Budgeted Salary) $ 36,500.00 (Net Change)

Position to be funded from one of the following:

[XX] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [XX] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[XX]	Non-Exempt	[XX]
N/A	[ ]		

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

The Diesel Mechanic will be responsible for the inspection, repair and maintenance of the engine and mechanical components. Will be subject to follow County and federal safety rules, policy and procedures.

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

This position requires minimal supervision. Will perform daily and periodic diesel engine inspections in compliance with the County and federal stardards. Will inpect various mechanical systems (air brake, fuel and lubrication) and other components.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

Will also diagnose malfunctions in diesel engine components, air equipment, trucks and other components; assess nature of problem and determines needed corrective action; make judgments concerning serious of defects or damage.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Sylvia A. Handy MH DEPARTMENT HEAD	10/30/08 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	10/31/2008 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/31/2008 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Precinct 1 / 121

DATE:
10/30/2008

CURRENT POSITION TITLE:
Maintenance I (2 positions)

CURRENT SLOT. #:
121-005-0059 + 0060

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Delete positions

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY DETAIL:

Salary Amount: $ 20,345 x 2 (Current Budgeted Salary) – $ -0- (Proposed Budgeted Salary) $ ~~-0-~~ (-$ 20,345) x 2 = ($40,690.00) (Net Change) PC

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other N/A - 2 positions deleted. will have surplus funds. PC

POSITION Type:

Full Time Employee Object 113 ☒ | Part Time Employee Object 114 ☐ | Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ | Part Time Temporary Object 122 ☐ | $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Deleting this positions will fund the Diesel Mechanic position, to better serve the mechanic needs of the Precinct.

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

The two (2) maintenance I positions will be deleted to assure that the proper amount of funding will be availble within the current department budget.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

The deleted positions will help fund the new requested position, in which the Precinct is in dire need to better serve the diesel equipment for the precinct and will help expedite repairs within our own department.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 10/30/08	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 10/31/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/31/2008	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title: Diesel Mechanic **FLSA Status:** Non-Exempt

Dept No: 121-005 **Civil Service Status:** Non-Exempt

SUMMARY:
Diesel mechanics are responsible for the inspection, repair and maintenance of the engine and mechanical components on diesel electric locomotives.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Perform daily and periodic locomotive and diesel engine inspections in compliance with company, industry and federal standards; inspect various mechanical systems (air brake, fuel, and lubrication) and locomotive components (wheels, trucks, cab, and internal diesel engine parts); inspect for unusual sounds, vibrations, smells, and small changes in the visual appearance of materials or objects.
- Diagnose malfunctions in diesel engine components, air equipment, trucks, and other components; assess nature of problem and determine needed corrective action; make judgments concerning seriousness of defects or damage.
- Perform daily and periodic locomotive servicing (grease couplings and fittings, chance oil and air filters, replace brake shoes and filters, adjust brake cylinder piston travel); replace locomotive and diesel engine components (wheels on trucks, traction motors);
- Repair locomotive parts (truck frames) requiring use of machine tools and welding equipment and other operations requiring use of lathes, grinders; disassemble engine and other components and clean parts.
- Safely and effectively operate the following: high and low precision measuring instruments (micrometers, tape measures, dial calipers); precision machines (drill and punch presses, bench lathes); electric, pneumatic and hydraulic tools (drills, wrenches, grinders); material handling equipment (fork lifts, cranes, overhead hoists); acetylene torches and electric welders.
- Follow County and federal safety rules, policy, and procedures; wear prescribed safety apparel; take appropriate action when conditions threaten safety of crew or other personnel; read and comply with train orders, signals, railroad rules, and regulation.
- Must have knowledge of heavy truck diesel engine.
- Must have knowledge of heavy machinery hydraulic system.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This is a supervisory position and the incumbent must demonstrate on-going competence in being able to delegate responsibility as well as instruct and train employees on proper shop procedure and proper equipment/tool handling and training.

EDUCATION and/or EXPERIENCE

- Qualified applicants must possess a minimum of (4) four years verifiable work experience as a diesel mechanic or, have a Journeyman's card.
- Experience with large motor generators and/or EMD 567-645-710G engines is a plus.
- Applicants with extensive experience as a mechanic in other fields (aviation, nuclear, etc.) is 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

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division.
- Ability to understand and follow written and oral instructions and directives.
- Must be able to perform duties of Mechanic I, II and III.
- 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.

Work involves considerable stooping, bending, and working in overhead structures and on scaffolds. Considerable glare emits from work, requiring the wearing of personal protective equipment. Exposed to moderate burns and exposed to flying objects, such as chips and scale. Work also involves varying degrees of precision and control where damage could be considerable.

The noise level in the work environment is usually moderate to loud.

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Maintenance I	FLSA Status:	Non-Exempt
Department:	121 - 005	Civil Service Status:	Non-Exempt

SUMMARY

Serves as general maintenance for Precinct. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled manual labor position involved with maintenance of county roads and right-of-way, or servicing an operation such as brush collection, road patch work, and drainage clearing.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assists in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- May install culverts and other road repairs.
- Cuts high grass or weeds and picks up brush along County right-of way.
- Maintains shop area clean on daily basis.
- May patch County Roads.
- May operate chainsaw to clear right of way.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

EDUCATION REQUIREMENTS

- High School diploma or General Education degree (GED) preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by the County's Insurance Carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle

such tools.

- Ability to read and interpret documents such as safety rules, maintenance instruction and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

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 that permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions that involve:

- working closely with others

- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all department safety regulations.

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, November 04, 2008

Agenda Item: AI-12015

Summary of request/proposal:
The Precinct No. 1 R & B Dept is requesting approval to delete two (2) vacant permanent full-time Maintenance I positions, slot no. 121-005-0059 & -0060 and approval to create one (1) permanent full time Diesel Mechanic position, slot no. 121-005-0078 budgeted at $36,500.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1201	Maintenance I	0059	113	20,345.00	-20,345.00	-20,345.00
1201	Maintenance I	0060	113	20,345.00	-20,345.00	-20,345.00
1201	Diesel Mechanic	0078	113	0.00	36,500.00	36,500.00
						-4,190.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1201-431-00-121-005-0-	113	PCT.1 P/U RD-	PERM F/T EMPL	(671.68)
8-1201-431-00-121-005-0-	211	PCT.1 P/U RD-	HEALTH INSURANCE	(667.51)
8-1201-431-00-121-005-0-	212	PCT.1 P/U RD-	LIFE INSURANCE	(5.29)
8-1201-431-00-121-005-0-	220	PCT.1 P/U RD-	FICA	(51.38)
8-1201-431-00-121-005-0-	230	PCT.1 P/U RD-	RETIREMENT	(58.97)
8-1201-431-00-121-005-0-	250	PCT.1 P/U RD-	UNEMPLOYMENT COMP	(3.36)
8-1201-431-00-121-005-0-	260	PCT.1 P/U RD-	WORKER'S COMP	(27.47)
			2008 Budgetary Impact	(1,485.66)

2009 Budgetary Impact: (9,267.74)

Possible Funding Sources: Pct. 1 R & B funds.

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-1201-431-00-121-005-0-XXX Pct. 1 P/U Rd.

AI 12015

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	Incentive 116	Supplem 117	AutoA 118	Cellul 119	
0001	113	CHIEF ADMINISTRATOR	77,250.00	0.00	77,250.00	4.00%	3,090.00	0.00	80,340.00	80,340.00	0.00	0.00	0.00	0.00	0.00	80,340.00
0002	113	BUDGET MANAGER	65,000.00	0.00	65,000.00	4.00%	2,600.00	0.00	67,600.00	67,600.00	480.00	0.00	0.00	0.00	0.00	68,080.00
0003	113	HR COORD	58,000.00	0.00	58,000.00	4.00%	2,320.00	0.00	60,320.00	60,320.00	1,080.00	0.00	0.00	0.00	0.00	61,400.00
0004	113	ADMINISTRATIVE ASSISTANT	54,549.00	0.00	54,549.00	4.00%	2,182.00	0.00	56,731.00	52,000.00	0.00	0.00	0.00	0.00	0.00	52,000.00
0005	113	R.O.W. DIRECTOR	45,895.00	0.00	45,895.00	4.00%	1,835.80	0.00	47,731.00	47,731.00	0.00	0.00	0.00	0.00	0.00	47,731.00
0006	113	INVENTORY COOR	45,000.00	0.00	45,000.00	4.00%	1,800.00	0.00	46,800.00	46,800.00	1,080.00	0.00	0.00	0.00	0.00	47,880.00
0007	113	ACCOUNTANT	45,000.00	0.00	45,000.00	4.00%	1,800.00	0.00	46,800.00	46,800.00	0.00	0.00	0.00	0.00	0.00	46,800.00
0009	113	COORDINATOR	40,755.00	0.00	40,755.00	4.00%	1,630.20	0.00	42,385.00	42,385.00	300.00	0.00	0.00	0.00	0.00	42,685.00
0010	113	SAFETY DIRECTOR	39,112.00	0.00	39,112.00	4.00%	1,564.00	0.00	40,676.00	39,445.00	420.00	0.00	0.00	0.00	0.00	39,865.00
0011	113	ASST FIELD/OP DIR	36,232.00	0.00	36,232.00	4.00%	1,449.28	0.00	37,681.00	37,681.00	360.00	0.00	0.00	0.00	0.00	38,041.00
0012	113	SPECIAL PROJ COORD	36,010.00	0.00	36,010.00	4.00%	1,440.40	0.00	37,450.00	37,450.00	480.00	0.00	0.00	0.00	0.00	37,930.00
0013	113	PAVING SUPVSR	34,888.00	0.00	34,888.00	4.00%	1,395.52	0.00	36,284.00	36,284.00	900.00	0.00	0.00	0.00	0.00	37,184.00
0014	113	SAFETY COORDIN	34,888.00	0.00	34,888.00	4.00%	1,395.52	0.00	36,284.00	36,284.00	0.00	0.00	0.00	0.00	0.00	36,284.00
0018	113	MAINTENANCE III	31,288.00	0.00	31,288.00	4.00%	1,251.52	0.00	32,540.00	32,540.00	1,080.00	0.00	0.00	0.00	0.00	33,620.00
0019	113	TRCK DRIVER I	31,288.00	0.00	31,288.00	4.00%	1,252.00	0.00	32,540.00	32,540.00	0.00	0.00	0.00	0.00	0.00	32,540.00
0020	113	HEAVY EQUIPMENT OPERATOR III	31,288.00	0.00	31,288.00	4.00%	1,251.52	0.00	32,540.00	32,540.00	720.00	0.00	0.00	0.00	0.00	33,260.00
0021	113	MAINTENANCE III	31,288.00	0.00	31,288.00	4.00%	1,252.00	0.00	32,540.00	32,321.00	0.00	0.00	0.00	0.00	0.00	32,321.00
0022	113	HEAVY EQUIPMENT OPERATOR I	31,288.00	0.00	31,288.00	4.00%	1,251.52	0.00	32,540.00	32,540.00	300.00	0.00	0.00	0.00	0.00	32,840.00
0023	113	Maintenance III	31,288.00	0.00	31,288.00	4.00%	1,251.52	0.00	32,540.00	32,540.00	0.00	0.00	0.00	0.00	0.00	32,540.00
0024	113	MAINTENANCE II	31,288.00	0.00	31,288.00	4.00%	1,251.52	0.00	32,540.00	32,540.00	480.00	0.00	0.00	0.00	0.00	33,020.00
0025	113	MAINTENANCE III	31,288.00	0.00	31,288.00	4.00%	1,252.00	0.00	32,540.00	32,540.00	0.00	0.00	0.00	0.00	0.00	32,540.00
0027	113	GRANTS SPECIALIST	31,078.00	0.00	31,078.00	4.00%	1,243.00	0.00	32,321.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0028	113	TRF CTRL SPC I	30,787.00	0.00	30,787.00	4.00%	1,231.48	0.00	32,018.00	32,018.00	600.00	0.00	0.00	0.00	0.00	32,618.00
0029	113	MECHANIC II	29,834.00	0.00	29,834.00	4.00%	1,193.36	0.00	31,027.00	31,027.00	300.00	0.00	0.00	0.00	0.00	31,327.00
0030	113	HEAVY EQ OP II	29,094.00	0.00	29,094.00	4.00%	1,163.76	0.00	30,258.00	30,258.00	1,260.00	0.00	0.00	0.00	0.00	31,518.00
0031	113	MAINTENANCE III	28,067.00	0.00	28,067.00	4.00%	1,122.68	0.00	29,190.00	29,190.00	0.00	0.00	0.00	0.00	0.00	29,190.00
0033	113	CLERK/RECEPTIONIST	26,938.00	0.00	26,938.00	4.00%	1,077.52	0.00	28,016.00	28,016.00	0.00	0.00	0.00	0.00	0.00	28,016.00
0034	113	MECHANIC I	26,938.00	0.00	26,938.00	4.00%	1,078.00	0.00	28,016.00	21,725.00	0.00	0.00	0.00	0.00	0.00	21,725.00
0035	113	HEAVY EQ OP III	26,786.00	0.00	26,786.00	4.00%	1,071.44	0.00	27,857.00	27,857.00	1,320.00	0.00	0.00	0.00	0.00	29,177.00
0036	113	HEAVY EQ OP II	26,781.00	0.00	26,781.00	4.00%	1,071.24	0.00	27,852.00	27,852.00	840.00	0.00	0.00	0.00	0.00	28,692.00
0037	113	MAINTENANCE II	26,781.00	0.00	26,781.00	4.00%	1,071.00	0.00	27,852.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0038	113	HEAVY EQ OP II	26,781.00	0.00	26,781.00	4.00%	1,071.00	0.00	27,852.00	27,852.00	0.00	0.00	0.00	0.00	0.00	27,852.00
0039	113	TRUCK DRIVER III	25,991.00	0.00	25,991.00	4.00%	1,040.00	0.00	27,031.00	27,031.00	0.00	0.00	0.00	0.00	0.00	27,031.00

HIDALGO COUNTY
COMMISSIONER COURT
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0040	113	MAINTENANCE I	25,776.00	0.00	25,776.00	4.00%	1,031.00	0.00	26,807.00	26,807.00	0.00	0.00	0.00	0.00	0.00	26,807.00
0041	113	TRUCK DRIVER III	25,025.00	0.00	25,025.00	4.00%	1,001.00	0.00	26,026.00	26,026.00	780.00	0.00	0.00	0.00	0.00	26,806.00
0042	113	MAINTENANCE II	24,562.00	0.00	24,562.00	4.07%	1,000.00	0.00	25,562.00	25,562.00	0.00	0.00	0.00	0.00	0.00	25,562.00
0043	113	TRCK DRIVER III	24,562.00	0.00	24,562.00	4.07%	1,000.00	0.00	25,562.00	25,562.00	0.00	0.00	0.00	0.00	0.00	25,562.00
0044	113	TRCK DRIVER I	23,607.00	0.00	23,607.00	4.24%	1,000.00	0.00	24,607.00	24,607.00	0.00	0.00	0.00	0.00	0.00	24,607.00
0045	113	HEAVY EQIPMENT OPERATOR III	23,607.00	0.00	23,607.00	4.24%	1,000.00	0.00	24,607.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0046	113	HEAVY EQ OP I	23,334.00	0.00	23,334.00	4.29%	1,000.00	0.00	24,334.00	24,334.00	420.00	0.00	0.00	0.00	0.00	24,754.00
0047	113	TRUCK DRIVER III	23,334.00	0.00	23,334.00	4.29%	1,000.00	0.00	24,334.00	24,334.00	0.00	0.00	0.00	0.00	0.00	24,334.00
0048	113	TRUCK DRIVER III	23,000.00	0.00	23,000.00	4.35%	1,000.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0049	113	TRCK DRVER III	23,000.00	0.00	23,000.00	4.35%	1,000.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0050	113	TRCK DRIVER III	23,000.00	0.00	23,000.00	4.35%	1,000.00	0.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0051	113	HEAVY EQ OP I	22,483.00	0.00	22,483.00	4.45%	1,000.00	0.00	23,483.00	23,483.00	1,080.00	0.00	0.00	0.00	0.00	24,563.00
0052	113	MAINTENANCE I	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
0053	113	MAINTENANCE I	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
0054	113	HEAVY EQ OP I	22,033.00	0.00	22,033.00	4.54%	1,000.00	0.00	23,033.00	23,033.00	0.00	0.00	0.00	0.00	0.00	23,033.00
0055	113	DATA ENTRY CLERK	20,988.00	0.00	20,988.00	4.76%	1,000.00	0.00	21,988.00	21,988.00	0.00	0.00	0.00	0.00	0.00	21,988.00
0056	113	HEAVY EQUIPMENT OPERATOR III	20,985.00	0.00	20,985.00	4.77%	1,000.00	0.00	21,985.00	21,985.00	360.00	0.00	0.00	0.00	0.00	22,345.00
0057	113	MAINTENANCE I	20,635.00	0.00	20,635.00	4.85%	1,000.00	0.00	21,635.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0058	113	MAINTENANCE I	20,635.00	0.00	20,635.00	4.85%	1,000.00	0.00	21,635.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
Approval to delete two (2) vacant permanent full-time Maintenance I positions, slot no. 0059 & 0060 budgeted at $20,345.00 each, pending CC approval																
0059	113	MAINTENANCE I	19,345.00	0.00	19,345.00	5.17%	1,000.00	0.00	20,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0060	113	MAINTENANCE I	19,345.00	0.00	19,345.00	5.17%	1,000.00	0.00	20,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0061	113	ADMINISTRATIVE ASSISTANT	46,400.00	0.00	46,400.00	4.00%	1,856.00	0.00	48,256.00	48,256.00	0.00	0.00	0.00	0.00	0.00	48,256.00
T062	121	HEAVY EQ OP I	20,985.00	0.00	20,985.00	0.00%	0.00	0.00	20,985.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T063	121	HEAVY EQ OP I	20,985.00	0.00	20,985.00	0.00%	0.00	0.00	20,985.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T064	121	HEAVY EQ OP II	26,781.00	0.00	26,781.00	0.00%	0.00	0.00	26,781.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T065	121	MAINTENANCE I	20,635.00	0.00	20,635.00	0.00%	0.00	0.00	20,635.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T066	121	MAINTENANCE II	25,000.00	0.00	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
T067	121	MAINTNENANCE III	31,000.00	0.00	31,000.00	0.00%	0.00	0.00	31,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T068	121	HEAVY EQ OP II	26,624.00	0.00	26,624.00	0.00%	0.00	0.00	26,624.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T069	121	HEAVY EQ OP II	26,624.00	0.00	26,624.00	0.00%	0.00	0.00	26,624.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T070	121	MAINTENANCE I	20,634.00	0.00	20,634.00	0.00%	0.00	0.00	20,634.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0071	113	COMMUNITY LIAISON	42,000.00	0.00	42,000.00	0.00%	0.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
0072	113	DIRECTOR OF OPERATIONS	0.00	65,265.00	65,265.00	0.00%	0.00	0.00	65,265.00	65,265.00	0.00	0.00	0.00	0.00	0.00	65,265.00
0073	113	MAINTENANCE III	0.00	32,000.00	32,000.00	0.00%	0.00	0.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-1201-431-00-121-005-0-XXX Pct. 1 P/U Rd. **AI 12015**

0074	113	TIRE REPAIR/MAINTENANCE	0.00	22,000.00	22,000.00	0.00%	0.00	0.00	22,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0075	113	REASEARCH & DEVELOPMENT COORDINATOR	0.00	42,000.00	42,000.00	0.00%	0.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
0076	113	CONTRACTS MANAGER	0.00	42,000.00	42,000.00	0.00%	0.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
0077	113	MECHANIC III	0.00	37,440.00	37,440.00	0.00%	0.00	0.00	37,440.00	37,440.00	0.00	0.00	0.00	0.00	0.00	37,440.00
0078	113	DIESEL MECHANIC	0.00	36,500.00	36,500.00	0.00%	0.00	0.00	36,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			1,980,135.00	240,705.00	2,220,840.00		70,838.80	0.00	2,291,681.00	1,910,471.00	14,640.00	0.00	0.00	0.00	0.00	1,925,111.00

Approval to create one (1) new permanent full time Diesel Mechanic position, slot no. 0078, budgeted at $36,500.00, pending CC approval.

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	**Diesel Mechanic**	**FLSA Status:**	**Non-Exempt**
Dept No:	**121-005**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Diesel mechanics are responsible for the inspection, repair and maintenance of the engine and mechanical components on diesel electric locomotives.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Perform daily and periodic locomotive and diesel engine inspections in compliance with company, industry and federal standards; inspect various mechanical systems (air brake, fuel, and lubrication) and locomotive components (wheels, trucks, cab, and internal diesel engine parts); inspect for unusual sounds, vibrations, smells, and small changes in the visual appearance of materials or objects.
- Diagnose malfunctions in diesel engine components, air equipment, trucks, and other components; assess nature of problem and determine needed corrective action; make judgments concerning seriousness of defects or damage.
- Perform daily and periodic locomotive servicing (grease couplings and fittings, chance oil and air filters, replace brake shoes and filters, adjust brake cylinder piston travel); replace locomotive and diesel engine components (wheels on trucks, traction motors);
- Repair locomotive parts (truck frames) requiring use of machine tools and welding equipment and other operations requiring use of lathes, grinders; disassemble engine and other components and clean parts.
- Safely and effectively operate the following: high and low precision measuring instruments (micrometers, tape measures, dial calipers); precision machines (drill and punch presses, bench lathes); electric, pneumatic and hydraulic tools (drills, wrenches, grinders); material handling equipment (fork lifts, cranes, overhead hoists); acetylene torches and electric welders.
- Follow County and federal safety rules, policy, and procedures; wear prescribed safety apparel; take appropriate action when conditions threaten safety of crew or other personnel; read and comply with train orders, signals, railroad rules, and regulation.
- Must have knowledge of heavy truck diesel engine.
- Must have knowledge of heavy machinery hydraulic system.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This is a supervisory position and the incumbent must demonstrate on-going competence in being able to delegate responsibility as well as instruct and train employees on proper shop procedure and proper equipment/tool handling and training.

EDUCATION and/or EXPERIENCE

- Qualified applicants must possess a minimum of (4) four years verifiable work experience as a diesel mechanic or, have a Journeyman's card.
- Experience with large motor generators and/or EMD 567-645-710G engines is a plus.
- Applicants with extensive experience as a mechanic in other fields (aviation, nuclear, etc.) is 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

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division.
- Ability to understand and follow written and oral instructions and directives.
- Must be able to perform duties of Mechanic I, II and III.
- 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.

Work involves considerable stooping, bending, and working in overhead structures and on scaffolds. Considerable glare emits from work, requiring the wearing of personal protective equipment. Exposed to moderate burns and exposed to flying objects, such as chips and scale. Work also involves varying degrees of precision and control where damage could be considerable.

The noise level in the work environment is usually moderate to loud.

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Maintenance I	FLSA Status:	Non-Exempt
Department:	121-005	Civil Service Status:	Non-Exempt

SUMMARY

Serves as general maintenance for Precinct. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled manual labor position involved with maintenance of county roads and right-of-way, or servicing an operation such as brush collection, road patch work, and drainage clearing.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assists in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- May install culverts and other road repairs.
- Cuts high grass or weeds and picks up brush along County right-of way.
- Maintains shop area clean on daily basis.
- May patch County Roads.
- May operate chainsaw to clear right of way.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

EDUCATION REQUIREMENTS

- High School diploma or General Education degree (GED) preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by the County's Insurance Carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle

such tools.

- Ability to read and interpret documents such as safety rules, maintenance instruction and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

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 that permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions that involve:

- working closely with others

- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all department safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Precinct 1 / 121

DATE:
10/30/2008

CURRENT POSITION TITLE:
Maintenance I (2 positions)

CURRENT SLOT. #:
121-005-0059 + 0060

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* XX Other Delete positions

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 20,345 x 2 (Current Budgeted Salary) – $ -0- (Proposed Budgeted Salary) $ -0- (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 XX | Part Time Employee Object 114 ☐ | _____

Full Time Temporary Object 121 ☐ | Part Time Temporary Object 122 ☐ | $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Deleting this positions will fund the Diesel Mechanic position, to better serve the mechanic needs of the Precinct.

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

The two (2) maintenance I positions will be deleted to assure that the proper amount of funding will be availble within the current department budget.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

The deleted positions will help fund the new requested position, in which the Precinct is in dire need to better serve the diesel equipment for the precinct and will help expedite repairs within our own department.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Sylvia A. Jolandy MH 10/30/08 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: Precinct 1 / 121
CURRENT POSITION TITLE:

DATE: October 30, 2008
CURRENT SLOT. #:

REQUESTED POSITION TITLE: Diesel Mechanic
(For new positions or reclassifications) New Slot # 121-005-0078

REQUEST FOR:

[XX] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 36,500.00 (Proposed Budgeted Salary) $ 36,500.00 (Net Change)

Position to be funded from one of the following:

[XX] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [XX] Part Time Employee Object 114 [ ] _____

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[XX]	Non-Exempt	[XX]
N/A	[ ]		

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

The Diesel Mechanic will be responsible for the inspection, repair and maintenance of the engine and mechanical components. Will be subject to follow County and federal safety rules, policy and procedures.

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

This position requires minimal supervision. Will perform daily and periodic diesel engine inspections in compliance with the County and federal stardards. Will inpect various mechanical systems (air brake, fuel and lubrication) and other components.

POSITION RECLASIFICATION: Explain change and /or Increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

Will also diagnose malfunctions in diesel engine components, air equipment, trucks and other components; assess nature of problem and determines needed corrective action; make judgments concerning serious of defects or damage.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Sylvia A. Handy MH / DEPARTMENT HEAD	10/30/08 / 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: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, November 04, 2008

Agenda Item: AI-12015

Summary of request/proposal:
The Precinct No. 1 R & B Dept is requesting approval to delete two (2) vacant permanent full-time Maintenance I positions, slot no. 121-005-0059 & -0060 and approval to create one (1) permanent full time Diesel Mechanic position, slot no. 121-005-0078 budgeted at $36,500.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1201	Maintenance I	0059	113	20,345.00	-20,345.00	-20,345.00
1201	Maintenance I	0060	113	20,345.00	-20,345.00	-20,345.00
1201	Diesel Mechanic	0078	113	0.00	36,500.00	36,500.00
						-4,190.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1201-431-00-121-005-0-	113	PCT.1 P/U RD-	PERM F/T EMPL	(671.68)
8-1201-431-00-121-005-0-	211	PCT.1 P/U RD-	HEALTH INSURANCE	(667.51)
8-1201-431-00-121-005-0-	212	PCT.1 P/U RD-	LIFE INSURANCE	(5.29)
8-1201-431-00-121-005-0-	220	PCT.1 P/U RD-	FICA	(51.38)
8-1201-431-00-121-005-0-	230	PCT.1 P/U RD-	RETIREMENT	(58.97)
8-1201-431-00-121-005-0-	250	PCT.1 P/U RD-	UNEMPLOYMENT COMP	(3.36)
8-1201-431-00-121-005-0-	260	PCT.1 P/U RD-	WORKER'S COMP	(27.47)
			2008 Budgetary Impact	(1,485.66)

2009 Budgetary Impact: **(9,267.74)**

Possible Funding Sources: Pct. 1 R & B funds.

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-1201-431-00-121-005-0-XXX Pct. 1 P/U Rd. **AI 12015**

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	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	77,250.00	0.00	77,250.00	4.00%	3,090.00	0.00	80,340.00	80,340.00	0.00	0.00	0.00	0.00	0.00	80,340.00
0002	113	BUDGET MANAGER	65,000.00	0.00	65,000.00	4.00%	2,600.00	0.00	67,600.00	67,600.00	480.00	0.00	0.00	0.00	0.00	68,080.00
0003	113	HR COORD	58,000.00	0.00	58,000.00	4.00%	2,320.00	0.00	60,320.00	60,320.00	1,080.00	0.00	0.00	0.00	0.00	61,400.00
0004	113	ADMINISTRATIVE ASSISTANT	54,549.00	0.00	54,549.00	4.00%	2,182.00	0.00	56,731.00	52,000.00	0.00	0.00	0.00	0.00	0.00	52,000.00
0005	113	R.O.W. DIRECTOR	45,895.00	0.00	45,895.00	4.00%	1,835.80	0.00	47,731.00	47,731.00	0.00	0.00	0.00	0.00	0.00	47,731.00
0006	113	INVENTORY COOR	45,000.00	0.00	45,000.00	4.00%	1,800.00	0.00	46,800.00	46,800.00	1,080.00	0.00	0.00	0.00	0.00	47,880.00
0007	113	ACCOUNTANT	45,000.00	0.00	45,000.00	4.00%	1,800.00	0.00	46,800.00	46,800.00	0.00	0.00	0.00	0.00	0.00	46,800.00
0009	113	COORDINATOR	40,755.00	0.00	40,755.00	4.00%	1,630.20	0.00	42,385.00	42,385.00	300.00	0.00	0.00	0.00	0.00	42,685.00
0010	113	SAFETY DIRECTOR	39,112.00	0.00	39,112.00	4.00%	1,564.00	0.00	40,676.00	39,445.00	420.00	0.00	0.00	0.00	0.00	39,865.00
0011	113	ASST FIELD/OP DIR	36,232.00	0.00	36,232.00	4.00%	1,449.28	0.00	37,681.00	37,681.00	360.00	0.00	0.00	0.00	0.00	38,041.00
0012	113	SPECIAL PROJ COORD	36,010.00	0.00	36,010.00	4.00%	1,440.40	0.00	37,450.00	37,450.00	480.00	0.00	0.00	0.00	0.00	37,930.00
0013	113	PAVING SUPVSR	34,888.00	0.00	34,888.00	4.00%	1,395.52	0.00	36,284.00	36,284.00	900.00	0.00	0.00	0.00	0.00	37,184.00
0014	113	SAFETY COORDIN	34,888.00	0.00	34,888.00	4.00%	1,395.52	0.00	36,284.00	36,284.00	0.00	0.00	0.00	0.00	0.00	36,284.00
0018	113	MAINTENANCE III	31,288.00	0.00	31,288.00	4.00%	1,251.52	0.00	32,540.00	32,540.00	1,080.00	0.00	0.00	0.00	0.00	33,620.00
0019	113	TRCK DRIVER I	31,288.00	0.00	31,288.00	4.00%	1,252.00	0.00	32,540.00	32,540.00	0.00	0.00	0.00	0.00	0.00	32,540.00
0020	113	HEAVY EQUIPMENT OPERATOR III	31,288.00	0.00	31,288.00	4.00%	1,251.52	0.00	32,540.00	32,540.00	720.00	0.00	0.00	0.00	0.00	33,260.00
0021	113	MAINTENANCE III	31,288.00	0.00	31,288.00	4.00%	1,252.00	0.00	32,540.00	32,321.00	0.00	0.00	0.00	0.00	0.00	32,321.00
0022	113	HEAVY EQUIPMENT OPERATOR I	31,288.00	0.00	31,288.00	4.00%	1,251.52	0.00	32,540.00	32,540.00	300.00	0.00	0.00	0.00	0.00	32,840.00
0023	113	Maintenance III	31,288.00	0.00	31,288.00	4.00%	1,251.52	0.00	32,540.00	32,540.00	0.00	0.00	0.00	0.00	0.00	32,540.00
0024	113	MAINTENANCE II	31,288.00	0.00	31,288.00	4.00%	1,251.52	0.00	32,540.00	32,540.00	480.00	0.00	0.00	0.00	0.00	33,020.00
0025	113	MAINTENANCE III	31,288.00	0.00	31,288.00	4.00%	1,252.00	0.00	32,540.00	32,540.00	0.00	0.00	0.00	0.00	0.00	32,540.00
0027	113	GRANTS SPECIALIST	31,078.00	0.00	31,078.00	4.00%	1,243.00	0.00	32,321.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0028	113	TRF CTRL SPC I	30,787.00	0.00	30,787.00	4.00%	1,231.48	0.00	32,018.00	32,018.00	600.00	0.00	0.00	0.00	0.00	32,618.00
0029	113	MECHANIC II	29,834.00	0.00	29,834.00	4.00%	1,193.36	0.00	31,027.00	31,027.00	300.00	0.00	0.00	0.00	0.00	31,327.00
0030	113	HEAVY EQ OP II	29,094.00	0.00	29,094.00	4.00%	1,163.76	0.00	30,258.00	30,258.00	1,260.00	0.00	0.00	0.00	0.00	31,518.00
0031	113	MAINTENANCE III	28,067.00	0.00	28,067.00	4.00%	1,122.68	0.00	29,190.00	29,190.00	0.00	0.00	0.00	0.00	0.00	29,190.00
0033	113	CLERK/RECEPTIONIST	26,938.00	0.00	26,938.00	4.00%	1,077.52	0.00	28,016.00	28,016.00	0.00	0.00	0.00	0.00	0.00	28,016.00
0034	113	MECHANIC I	26,938.00	0.00	26,938.00	4.00%	1,078.00	0.00	28,016.00	21,725.00	0.00	0.00	0.00	0.00	0.00	21,725.00
0035	113	HEAVY EQ OP III	26,786.00	0.00	26,786.00	4.00%	1,071.44	0.00	27,857.00	27,857.00	1,320.00	0.00	0.00	0.00	0.00	29,177.00
0036	113	HEAVY EQ OP II	26,781.00	0.00	26,781.00	4.00%	1,071.24	0.00	27,852.00	27,852.00	840.00	0.00	0.00	0.00	0.00	28,692.00
0037	113	MAINTENANCE II	26,781.00	0.00	26,781.00	4.00%	1,071.00	0.00	27,852.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0038	113	HEAVY EQ OP II	26,781.00	0.00	26,781.00	4.00%	1,071.00	0.00	27,852.00	27,852.00	0.00	0.00	0.00	0.00	0.00	27,852.00
0039	113	TRUCK DRIVER III	25,991.00	0.00	25,991.00	4.00%	1,040.00	0.00	27,031.00	27,031.00	0.00	0.00	0.00	0.00	0.00	27,031.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-1201-431-00-121-005-0-XXX Pct. 1 P/U Rd. **AI 12015**

0040	113	MAINTENANCE I	25,776.00	0.00	25,776.00	4.00%	1,031.00	0.00	26,807.00	26,807.00	0.00	0.00	0.00	0.00	0.00	26,807.00
0041	113	TRUCK DRIVER III	25,025.00	0.00	25,025.00	4.00%	1,001.00	0.00	26,026.00	26,026.00	780.00	0.00	0.00	0.00	0.00	26,806.00
0042	113	MAINTENANCE II	24,562.00	0.00	24,562.00	4.07%	1,000.00	0.00	25,562.00	25,562.00	0.00	0.00	0.00	0.00	0.00	25,562.00
0043	113	TRCK DRIVER III	24,562.00	0.00	24,562.00	4.07%	1,000.00	0.00	25,562.00	25,562.00	0.00	0.00	0.00	0.00	0.00	25,562.00
0044	113	TRCK DRIVER I	23,607.00	0.00	23,607.00	4.24%	1,000.00	0.00	24,607.00	24,607.00	0.00	0.00	0.00	0.00	0.00	24,607.00
0045	113	HEAVY EQIPMENT OPERATOR III	23,607.00	0.00	23,607.00	4.24%	1,000.00	0.00	24,607.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0046	113	HEAVY EQ OP I	23,334.00	0.00	23,334.00	4.29%	1,000.00	0.00	24,334.00	24,334.00	420.00	0.00	0.00	0.00	0.00	24,754.00
0047	113	TRUCK DRIVER III	23,334.00	0.00	23,334.00	4.29%	1,000.00	0.00	24,334.00	24,334.00	0.00	0.00	0.00	0.00	0.00	24,334.00
0048	113	TRUCK DRIVER III	23,000.00	0.00	23,000.00	4.35%	1,000.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0049	113	TRCK DRVER III	23,000.00	0.00	23,000.00	4.35%	1,000.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0050	113	TRCK DRIVER III	23,000.00	0.00	23,000.00	4.35%	1,000.00	0.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0051	113	HEAVY EQ OP I	22,483.00	0.00	22,483.00	4.45%	1,000.00	0.00	23,483.00	23,483.00	1,080.00	0.00	0.00	0.00	0.00	24,563.00
0052	113	MAINTENANCE I	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
0053	113	MAINTENANCE I	22,236.00	0.00	22,236.00	4.50%	1,000.00	0.00	23,236.00	23,236.00	0.00	0.00	0.00	0.00	0.00	23,236.00
0054	113	HEAVY EQ OP I	22,033.00	0.00	22,033.00	4.54%	1,000.00	0.00	23,033.00	23,033.00	0.00	0.00	0.00	0.00	0.00	23,033.00
0055	113	DATA ENTRY CLERK	20,988.00	0.00	20,988.00	4.76%	1,000.00	0.00	21,988.00	21,988.00	0.00	0.00	0.00	0.00	0.00	21,988.00
0056	113	HEAVY EQUIPMENT OPERATOR III	20,985.00	0.00	20,985.00	4.77%	1,000.00	0.00	21,985.00	21,985.00	360.00	0.00	0.00	0.00	0.00	22,345.00
0057	113	MAINTENANCE I	20,635.00	0.00	20,635.00	4.85%	1,000.00	0.00	21,635.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0058	113	MAINTENANCE I	20,635.00	0.00	20,635.00	4.85%	1,000.00	0.00	21,635.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
Approval to delete two (2) vacant permanent full-time Maintenance I positions, slot no. 0059 & 0060 budgeted at $20,345.00 each, pending CC approval																
0059	113	MAINTENANCE I	19,345.00	0.00	19,345.00	5.17%	1,000.00	0.00	20,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0060	113	MAINTENANCE I	19,345.00	0.00	19,345.00	5.17%	1,000.00	0.00	20,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0061	113	ADMINISTRATIVE ASSISTANT	46,400.00	0.00	46,400.00	4.00%	1,856.00	0.00	48,256.00	48,256.00	0.00	0.00	0.00	0.00	0.00	48,256.00
T062	121	HEAVY EQ OP I	20,985.00	0.00	20,985.00	0.00%	0.00	0.00	20,985.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T063	121	HEAVY EQ OP I	20,985.00	0.00	20,985.00	0.00%	0.00	0.00	20,985.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T064	121	HEAVY EQ OP II	26,781.00	0.00	26,781.00	0.00%	0.00	0.00	26,781.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T065	121	MAINTENANCE I	20,635.00	0.00	20,635.00	0.00%	0.00	0.00	20,635.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T066	121	MAINTENANCE II	25,000.00	0.00	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
T067	121	MAINTNENANCE III	31,000.00	0.00	31,000.00	0.00%	0.00	0.00	31,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T068	121	HEAVY EQ OP II	26,624.00	0.00	26,624.00	0.00%	0.00	0.00	26,624.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T069	121	HEAVY EQ OP II	26,624.00	0.00	26,624.00	0.00%	0.00	0.00	26,624.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T070	121	MAINTENANCE I	20,634.00	0.00	20,634.00	0.00%	0.00	0.00	20,634.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0071	113	COMMUNITY LIAISON	42,000.00	0.00	42,000.00	0.00%	0.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
0072	113	DIRECTOR OF OPERATIONS	0.00	65,265.00	65,265.00	0.00%	0.00	0.00	65,265.00	65,265.00	0.00	0.00	0.00	0.00	0.00	65,265.00
0073	113	MAINTENANCE III	0.00	32,000.00	32,000.00	0.00%	0.00	0.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-1201-431-00-121-005-0-XXX Pct. 1 P/U Rd. **AI 12015**

0074	113	TIRE REPAIR/MAINTENANCE	0.00	22,000.00	22,000.00	0.00%	0.00	0.00	22,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0075	113	REASEARCH & DEVELOPMENT COORDINATOR	0.00	42,000.00	42,000.00	0.00%	0.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
0076	113	CONTRACTS MANAGER	0.00	42,000.00	42,000.00	0.00%	0.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
0077	113	MECHANIC III	0.00	37,440.00	37,440.00	0.00%	0.00	0.00	37,440.00	37,440.00	0.00	0.00	0.00	0.00	0.00	37,440.00
0078	113	DIESEL MECHANIC	0.00	36,500.00	36,500.00	0.00%	0.00	0.00	36,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			1,980,135.00	240,705.00	2,220,840.00		70,838.80	0.00	2,291,681.00	1,910,471.00	14,640.00	0.00	0.00	0.00	0.00	1,925,111.00

Approval to create one (1) new permanent full time Diesel Mechanic position, slot no. 0078, budgeted at $36,500.00, pending CC approval.

AI-12060 **16.B.**

Pct. 1 - Drainage Improvement Project
CC REGULAR

Date: 11/04/2008
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Comm. Handy
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #1

Information

CAPTION

Pct. No.1 Drainage Improvement Plan:
1. Approval to reclassify the following two (2) vacant regular full-time positions as approved by Civil Service committee:

Slot #	Current Position Title	New Position Title	Budgeted Salary	Civil Service
121-052-0002	Construction Manager	Director of Construction	$ 48,500.00	E
121-052-0003	Assistant Construction Manger	Assistant Director of Construction	$ 45,000.00	E

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-052-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact title changes only; the budgeted salaries will stay the same.

Attachments

Link: Fiscal Note
Link: Revised Salary Schedule
Link: PARF - 0002
Link: PARF - 0003

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	10/31/2008 03:44 PM	APRV
2	Budget & Management	Veronica Lopez	10/31/2008 03:50 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/31/2008 04:03 PM	APRV
4	Auditor's Office	Linda Fong	10/31/2008 04:30 PM	APRV
5	Purchasing Department		10/31/2008 04:43 PM	NEW

Form Started By: Damaris San Miguel — Started On: 10/31/2008 12:38 PM

Final Approval Date: 10/31/2008

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, November 04, 2008

Agenda Item: AI - 12060

Summary of request/proposal: Title Change Only

Fund	Position	Slot#	Obj	Current Budgeted Salary	Salary Requested	Total Adjustment Requested
	Director of Construction	0002	113	48,500.00	48,500.00	0.00
	Assistant Director of Const.	0003	113	45,000.00	45,000.00	0.00
	Total:			93,500.00	93,500.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1201-431-00-121-052-0	113	Pct. 1 DRAIN IMPRV PRJ	PERM F/T EMPLOYEES	0.00
8-1201-431-00-121-052-0	211	Pct. 1 DRAIN IMPRV PRJ	HEALTH INSURANCE	-
8-1201-431-00-121-052-0	212	Pct. 1 DRAIN IMPRV PRJ	LIFE INSURANCE	-
8-1201-431-00-121-052-0	220	Pct. 1 DRAIN IMPRV PRJ	FICA	-
8-1201-431-00-121-052-0	230	Pct. 1 DRAIN IMPRV PRJ	RETIREMENT	-
8-1201-431-00-121-052-0	250	Pct. 1 DRAIN IMPRV PRJ	UNEMPLOYMENT COMP	-
8-1201-431-00-121-052-0	260	Pct. 1 DRAIN IMPRV PRJ	WORKER'S COMP	0.00
			2008 Budgetary Impact	-

2009 Budgetary Impact: $ -

Possible Funding Sources: Pct. 1 - 2008 CO Series

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-1201-431-00-121-052-0
Pct. 1 Drainage Improvement Project

AI-11782

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 OPERATIONS	0.00	65,000.00	65,000.00	0.00%	0.00	0.00	65,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0002	113	**DIRECTOR OF CONSTRUCTION** ~~CONSTRUCTION MANAGER~~	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
0003	113	**ASSISTANT DIRECTOR OF CONSTRUCTION** ~~ASSISTANT CONSTRUCTION MANAGER~~	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
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	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
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	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
0008	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
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	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
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
0012	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
0013	113	DRAFTING TECHNICIAN II	0.00	35,000.00	35,000.00	0.00%	0.00	0.00	35,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		TOTAL	$0.00	$449,000.00	$449,000.00		$0.00	$0.00	$449,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

PROPOSED NEW POSITIONS TITLES FOR SLOTS 0002 & 0003 PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 1 Drainage Improvement Project **DATE:** 10/31/2008

CURRENT POSITION TITLE: Construciton Manger **CURRENT SLOT. #:** 0002

REQUESTED POSITION TITLE: Director of Construction
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Title Change

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: **$** 48,500.00 (Current Budgeted Salary) **$** 48,500.00 (Proposed Budgeted Salary) **$** 0.00 (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. 1 Drainage Improvement Project

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt ☑
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☑
Non-Exempt ☐

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

Pct. 1 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. 1

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. 1 Drainage Improvement Project **DATE:** 10/31/2008

CURRENT POSITION TITLE: Construciton Manger **CURRENT SLOT. #:** 0002

REQUESTED POSITION TITLE: Director of Construction
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Title Change

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: **$** 48,500.00 (Current Budgeted Salary) **$** 48,500.00 (Proposed Budgeted Salary) **$** 0.00 (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. 1 Drainage Improvement Project

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt ☑
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☑
Non-Exempt ☐

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

Pct. 1 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. 1

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-12058 **17.A.**

Pct. 2 - Drainage Improvement Plan
CC REGULAR

Date: 11/04/2008
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Comm. Hector Palacios
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #2

Information

CAPTION

Pct. No. 2 - Drainage Improvement Project:
1. Approval to create the following eleven (11) new regular full time position to be funded from Pct. 2 - 2008 C.O. Series Allocation:

Slot #	Position Title	Budgeted Salary	Civil Service
0001	Director of Construction	$ 48,500.00	E
0002	Assistant Director of Construction	$ 45,000.00	E
0003	Excavator - Heavy Equipment Operator	$ 38,500.00	NE
0004	Excavator - Heavy Equipment Operator	$ 38,500.00	NE
0005	Backhoe - Heavy Equipment Operator	$ 29,500.00	NE
0006	Backhoe - Heavy Equipment Operator	$ 29,500.00	NE
0007	Bulldozer - Heavy Equipment Operator	$ 29,500.00	NE
0008	Pipe Layer/Fitter	$ 25,000.00	NE
0009	Pipe Layer/Fitter	$ 25,500.00	NE
0010	Laborer - Drainage/Construction	$ 20,000.00	NE
0011	Laborer - Drainage/Construction	$ 20,000.00	NE

2. Approval of Salary Schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
To be funded from Pct. 2 - 2008 C.O. Series Allocation.

Attachments

Link: Fiscal Note
Link: Salary Schedule
Link: PARF - 0001

Link: PARF - 0002
Link: PARF - 0003 & 0004
Link: PARF - 0005 & 0006
Link: PARF - 0007
Link: PARF - 0008 & 0009
Link: PARF - 0010 & 0011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	10/31/2008 03:44 PM	APRV
2	Budget & Management	Veronica Lopez	10/31/2008 03:50 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/31/2008 04:32 PM	APRV
4	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Damaris San Miguel Started On: 10/31/2008 12:37 PM

Final Approval Date: 10/31/2008

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, November 04, 2008

Agenda Item: AI - 12058

Summary of request/proposal: Pct. 2 is requesting approval to create eleven (11) regular full time new positions for the Drainage Improvement Project as follows:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Salary Requested	Total Adjustment Requested
	Director of Construction	0001	113	0.00	48,500.00	48,500.00
	Asst. Director of Constr.	0002	113	0.00	45,000.00	45,000.00
	Excavator - Heavy Eqp. Oper.	0003	113	0.00	38,500.00	38,500.00
	Excavator - Heavy Eqp. Oper.	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	349,000.00	349,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-XXXX-XXX-XX-122-XXX-X	113	New	PERM F/T EMPLOYEES	63,938.93
8-XXXX-XXX-XX-122-XXX-X	211	New	HEALTH INSURANCE	8,391.57
8-XXXX-XXX-XX-122-XXX-X	212	New	LIFE INSURANCE	54.41
8-XXXX-XXX-XX-122-XXX-X	220	New	FICA	4,891.33
8-XXXX-XXX-XX-122-XXX-X	230	New	RETIREMENT	5,613.84
8-XXXX-XXX-XX-122-XXX-X	250	New	UNEMPLOYMENT COMP	319.69
8-XXXX-XXX-XX-122-XXX-X	260	New	WORKER'S COMP	63.11
			2008 Budgetary Impact	83,272.88

2009 Budgetary Impact: $ 455,369.00

Possible Funding Sources: Pct. 2 - 2008 CO Series

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-XXXX-XXX-XX-122-XXX-X
Pct. 2 Drainage Improvement Project

AI-12058

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 0001 THRU 0011 PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 2 Drainage Improvement Project **DATE:** 10/22/2008

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0001

REQUESTED POSITION TITLE: Director of Construction
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 48,500.00 (Proposed Budgeted Salary) $ 48,500.00 (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. 2 Drainage Improvement Project

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions
$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Pct. 2 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. 2

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 10/24/08	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 10/24/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2008	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

Precinct 2 – Drainage Improvement Project

JOB TITLE: DIRECTOR OF CONSTRUCTION **FLSA STATUS:** -EXEMPT

DEPARTMENT: 122 **CIVIL SERVICES STATUS:** EXEMPT

GENERAL JOB DESCRIPTION:

Under the supervision of the County Commissioner or other designated supervisor, the Director of Construction is responsible for overseeing and managing the reconstruction and/or renovation of storm drainage systems, to include coordinating, scheduling, and supervising construction projects.

The position of Director of Construction is appointed by and serves at the will of the County Commissioner.

EXAMPLES OF WORK PERFORMED:

1. Schedules, establishes work priorities, and coordinates drainage maintenance and construction projects
2. Directs through subordinate supervisors, such activities as constructing, repairing, and/or replacing storm and water drainage systems
3. Oversees the repairing and cleaning of drainage wells, storm water lift stations, alum injection systems, and/or open drainage systems
4. Reviews plans and specifications relating to storm sewer, ditch and retention/detention pond maintenance, construction and/or their reconstruction to determine manpower requirements, and cost of equipment and personnel needed to construct and/or maintain projects
5. Estimates costs and recommends modifications as needed using knowledge of construction principles and regulations pertinent to ditch maintenance operations
6. Researches drain records to obtain information about drainage ditches such as location of easements, drain maintenance work performed, and past or present problems.
7. Inspects drainage construction projects in progress to ensure compliance with plans and specifications
8. Checks such items as proper grade, placement of pipes, materials used, soil type, joints, and constructed ditch maintenance activities
9. Oversees all clearing and grubbing activities including the removal and disposition of roots, stumps, stubs, logs, and other timber occurring within the grubbing limits
10. Perform other related duties as assigned

Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.

Knowledge, Skills, and Abilities:

Knowledge of drainage system design, construction, and/or maintenance practices and standards including construction equipment and materials, pertinent codes, statutes, regulations, and laws affecting assigned projects
Ability to effectively supervise the work of others, establish and maintain effective working relationships with other supervisory staff, employees, outside agencies, and the general public
Skill in negotiation of critical and controversial issues with engineers, regulatory agencies, and/or other governmental agencies

Minimum Qualifications:

A four (4) year college degree from an accredited university or college in construction management or related field and four (4) years of experience in the planning, design, and maintenance of drainage systems is desired. Experience and education may be substituted for one another. Substantial experience can be substituted for the required college education.

Certificates, Licenses, Registrations:

1. Employee must possess a valid Texas Motor Vehicle Operators License.
2. Employee must be able to be insured by the County's insurance carrier.

Physical Demands and Work Environment:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- Exposure to dirt, fumes, toxic materials, extreme temperatures, noise, vibrations and high work places
- Pushing, pulling, or lifting equipment or supplies used in surveying and inspecting construction weighing up to 50 lbs
- Sitting for extended periods of time
- Stooping, twisting, or crouching for performance of inspections, surveying and monitoring construction projects
- Required to follow all County and Precinct safety policies and procedures

Other Requirements:
Regular attendance is essential. Incumbent must arrive at work on time, prepared to perform assigned duties and work assigned schedule. Incumbent must have the ability to work well with others. Incumbent must be able to perform the essential functions of the position without posing a direct threat to the health and safety of themselves and others. Requested accommodations to work hours and schedules are considered on an individual basis.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 2 Drainage Improvement Project **DATE:** 10/22/2008

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0002

REQUESTED POSITION TITLE: Assistant Director of Construction
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 45,000.00 (Proposed Budgeted Salary) $ 45,000.00 (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. 2 Drainage Improvement Project

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Pct. 2 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. 2

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 10/24/08	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 10/24/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2008	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

Precinct 2 – Drainage Improvement Project

JOB TITLE: ASSISTANT DIRECTOR OF CONSTRUCTION
FLSA STATUS: NON-EXEMPT
DEPARTMENT: 122
CIVIL SERVICES STATUS: EXEMPT

GENERAL JOB DESCRIPTION:

Under the supervision of the Director of Construction or other designated supervisor, the Assistant Director of Construction is responsible for helping the director in overseeing and managing the reconstruction and/or renovation of storm drainage systems, to include coordinating, scheduling, and supervising construction projects. The Assistant Director also supervises crew members and participates in the maintenance, repair or construction of assigned drainage projects.

EXAMPLES OF WORK PERFORMED:

1. Assists the director in scheduling and coordinating drainage maintenance and construction projects
2. Assists the director in activities relating to constructing, repairing, and/or replacing storm and water drainage systems
3. Oversees the repairing and cleaning of drainage wells, storm water lift stations, alum injection systems, and/or open drainage systems
4. Assists the director in estimating costs and recommends modifications as needed using knowledge of construction principles and regulations pertinent to ditch maintenance operations
5. Researches drain records to obtain information about drainage ditches such as location of easements, drain maintenance work performed, and past or present problems.
6. Inspects drainage construction projects in progress to ensure compliance with plans and specifications
7. Checks such items as proper grade, placement of pipes, materials used, soil type, joints, and constructed ditch maintenance activities
8. Supervises clearing and grubbing activities including the removal and disposition of roots, stumps, stubs, logs, and other timber occurring within the grubbing limits
9. Performs other related duties as assigned

Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.

Knowledge, Skills, and Abilities:

Knowledge of current methods, equipment and materials used in public works construction
Ability to effectively supervise the work of others, establish and maintain effective working relationships with other supervisory staff, employees, outside agencies, and the general public
Skill in designing water, sanitary sewer, and drainage improvement projects

Minimum Qualifications:

A two (2) year associate degree from an accredited university or college in construction management or related field and two (2) years of experience in the planning, design, and maintenance of drainage systems is desired. Experience and education may be substituted for one another. Substantial experience can be substituted for the required college education.

Certificates, Licenses, Registrations:

1. Employee must possess a valid Texas Motor Vehicle Operators License.
2. Employee must be able to be insured by the County's insurance carrier.

Physical Demands and Work Environment:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- Exposure to dirt, fumes, toxic materials, extreme temperatures, noise, vibrations and high work places
- Pushing, pulling, or lifting equipment or supplies used in surveying and inspecting construction weighing up to 50 lbs
- Sitting for extended periods of time
- Stooping, twisting, or crouching for performance of inspections, surveying and monitoring construction projects
- Required to follow all County and Precinct safety policies and procedures

Other Requirements:
Regular attendance is essential. Incumbent must arrive at work on time, prepared to perform assigned duties and work assigned schedule. Incumbent must have the ability to work well with others. Incumbent must be able to perform the essential functions of the position without posing a direct threat to the health and safety of themselves and others. Requested accommodations to work hours and schedules are considered on an individual basis.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 2 Drainage Improvement Project **DATE:** 10/22/2008

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0003 & 0004

REQUESTED POSITION TITLE: Excavator - 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 (Current Budgeted Salary) $ 38,500.00 (Proposed Budgeted Salary) $ 77,000.00 (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. 2 Drainage Improvement Project

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Pct. 2 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. 2

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 10/24/08	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 10/24/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2008	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
PRECINCT # 2

Job Title: **Excavator Operator** **FLSA: Non-Exempt**

Dept No: 122 **Civil Service: Non-Exempt**

SUMMARY:

Employee will operate excavator at existing drainage ditches and/or construction of future projects within the County's jurisdiction.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Knowledge in methods and procedures of excavation in the manner in which it is designed while observing all safety rules.
- Inspect equipment for proper functioning & safety on a daily basis.
- Working near water, high places, slippery and uneven surfaces.
- Traveling from site to site.
- Assist Haul Truck Operator when machine is being loaded or unloaded at construction site.
- Ability to perform and/or assist mechanic with proper mechanical maintenance of excavator.

EDUCATION and/or EXPERIENCE:

- High school diploma or GED preferred.
- Must be able to work with a crew or independently.
- Follow written and oral instructions, ability to perform duties with limited supervision.
- Bilingual preferred.
- Two (2) to three (3) years experience in laying storm drain lines.
- Must be able to dig in excess of ten (10) feet deep.
- Must be able to read blue prints and cut sheets.
- Must be able to use the laser level equipment.
- Must be able to set box and graded inlets.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas motor vehicle operator's license.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS and ABILITIES:

- Must be able to work extended hours during emergency circumstances; related to weather conditions.
- Will be exposed to environmental elements/weather while working.
- Must be able to sustain 6-7 hours of continuous work requiring sitting for long periods of time.
- Being able to endure tractor motion, exposure to noise, dust and dirt and working in high places.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

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.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- 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
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 2 Drainage Improvement Project **DATE:** 10/22/2008

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 (Current Budgeted Salary) $ 29,500.00 (Proposed Budgeted Salary) $ 59,000.00 (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. 2 Drainage Improvement Project

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Pct. 2 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. 2

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 10/24/08	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 10/24/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2008	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
PRECINCT # 2

Job Title: **Backhoe Operator** **FLSA: Non-Exempt**

Dept No: 122 **Civil Service: Non-Exempt**

SUMMARY:
Employee will be responsible for efficiently operating a backhoe and other heavy equipment.

ESSENTIAL DUTIES and RESPONSIBILITIES:
- Operate backhoe efficiently, have knowledge of minor mechanical repairs to equipment.
- Work as part of a crew.
- Ability to work with minimal supervision.
- Follow safety instructions.
- May work in areas near water and places that are uneven surfaces.
- Must be able to follow oral and/written instructions.
- Responsible for cleaning areas within the districts jurisdiction.
- Assist in laying pipe, along areas where drainage improvements are under construction.
- Must be able to work well with others and have good working relation with fellow employees.

EDUCATION and/or EXPERIENCE:
- High school diploma or GED preferred.
- Must have at least three (3) years experience.
- Bilingual preferred.
- Two (2) to three (3) years experience in laying storm drain lines.
- Must be able to read blue prints and cut sheets.
- Must be able to use laser level equipment.
- Must be able to set box and grade inlets.
- Experience in backfill and compactions.

CERTIFICATES, LICENSES, REGISTRATIONS:
- Employee must have a current valid Texas motor vehicle operator's license.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS and ABILITIES:
- Must be able to work extended hours during emergency circumstances; related to weather conditions.
- Will be exposed to environmental elements/weather while working.
- Must be able to sustain 6-7 hours of continuous work requiring sitting for long periods of time.
- Being able to endure tractor motion, exposure to noise, dust and dirt and working in high places.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

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.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 2 Drainage Improvement Project **DATE:** 10/22/2008

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0007

REQUESTED POSITION TITLE: Bulldozer - 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 (Current Budgeted Salary) $ 29,500.00 (Proposed Budgeted Salary) $ 29,500.00 (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. 2 Drainage Improvement Project

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Pct. 2 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. 2

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 10/24/08	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 10/24/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2008	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
PRECINCT 2

Job Title: Bulldozer Operator **FLSA: Non-Exempt**

Dept No: 122 **Civil Service: Non-Exempt**

SUMMARY:
Employee will be responsible for operating dozer at job sites throughout the County's facilities.

EDUCATION and/or EXPERIENCE:
- High school diploma or GED preferred.
- Ability to operate and maintenance of dozer, good eye-sight and depth perception.
- Follow written/oral instructions.
- Ability to work with a crew.
- Ability to read/write the English language.
- Bilingual preferred.

ESSENTIAL DUTIES and RESPONSIBILITIES:
- Shall be responsible for clearing area within the County's jurisdiction.
- Clearing and leveling drainage easement.
- Spread soil along drainage easement when required.
- Work near water, high places and slippery and uneven surfaces.
- Assist haul truck operator in loading and unloading dozer when being relocated.
- Inspects equipment for proper functions and safety requirements on a daily basis.
- Traveling from site to site.
- Ability to perform and/or assist mechanic with proper mechanical maintenance of dozer.

OTHER SKILLS and ABILITIES:
- Must be able to work extended hours during emergency circumstances; related to weather conditions.
- Will be exposed to environmental elements/weather while working.
- Must be able to sustain 6-7 hours of continuous work requiring sitting for long periods of time.
- Being able to endure tractor motion, exposure to noise, dust and dirt and working in high places.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee 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
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 2 Drainage Improvement Project **DATE:** 10/22/2008

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0008 & 0009

REQUESTED POSITION TITLE: Pipe Layer/Fitter
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 25,000.00 (Proposed Budgeted Salary) $ 50,000.00 (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. 2 Drainage Improvement Project

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Pct. 2 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. 2

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 10/24/08	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 10/24/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2008	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
PRECINCT # 2

Job Title: **Pipe layer** **FLSA: Non-Exempt**

Dept No: 122 **Civil Service: Non-Exempt**

SUMMARY:
Employee will be laying storm drain pipe in the County's drainage easements.

ESSENTIAL DUTIES and RESPONSIBILITIES:
- Perform maintenance duties as directed.
- Trimming; mowing grass and brush along drain ditch and guard rails.
- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

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 preferred.
- Bilingual preferred.
- Two (2) to three (3) years experience laying storm drain lines.
- Must be able to read blueprints and cut sheets.
- Must be able to use laser level equipment.
- Must be able to read tape measures and angles.
- Must be able to set box and grade inlets.
- Have experience in concrete work.

CERTIFICATES, LICENSES, REGISTRATIONS:
- Employee must have a current valid Texas motor vehicle operator's license.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS and ABILITIES:
- Must be able to work extended hours during emergency circumstances; related to weather conditions.
- Will be exposed to environmental elements/weather while working.
- Must be able to sustain 6-7 hours of continuous work requiring sitting for long periods of time.
- Being able to endure tractor motion, exposure to noise, dust and dirt and working in high places.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 2 Drainage Improvement Project **DATE:** 10/22/2008

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0010 & 0011

REQUESTED POSITION TITLE: Laborer - Drainage/Construction
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 20,000.00 (Proposed Budgeted Salary) $ 40,000.00 (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.2 Drainage Improvement Project

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Pct. 2 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. 2

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 10/24/08	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 10/24/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2008	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
PRECINCT # 2

Job Title: **Laborer** **FLSA: Non-Exempt**

Dept No: 122 **Civil Service: Non-Exempt**

SUMMARY:
Employee will perform basic clean up and maintenance of Hidalgo County.

ESSENTIAL DUTIES and RESPONSIBILITIES:
- Perform maintenance duties as directed.
- Trimming; mowing grass and brush along drain ditch and guard rails.
- Mending fences.
- Central burning, installing drain pipes.
- Upkeep yard at shop.
- To perform this job successfully, and individual must be able to perform each essential duty satisfactorily.

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 preferred.
- Bilingual 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:
- Must be able to work extended hours during emergency circumstances; related to weather conditions.
- Will be exposed to environmental elements/weather while working.
- Must be able to sustain 6-7 hours of continuous work requiring sitting for long periods of time.
- Being able to endure tractor motion, exposure to noise, dust and dirt and working in high places.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment.
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing.
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

AI-11936 **18.A.**

Inter-Departmental Transfer
CC REGULAR

Date: 11/04/2008
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Approval of 2008 interdepartmental transfer within TXDOT-FM1924 Ph II (1315) from TXDOT - FM 1924 PH II Outfall Channel (program 037)to TXDOT - FM 1924 PH II (program 031) in the amount of $1,380.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1315-431-X0-123-03X-0-XX1
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Program 037-->Program 031; Available balance as of 10/24/08 $100,396.16.

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/24/2008 03:47 PM	APRV
2	Erika Reyna	Erika Reyna	10/30/2008 01:25 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 03:53 PM	APRV
4	Joy Hsu	Joy Hsu	10/31/2008 09:03 AM	APRV
5	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Norma Ceballos Started On: 10/24/2008 02:52 PM

Final Approval Date: 10/31/2008

INTER-DEPARTMENTAL TRANSFER

DATE: October 24, 2008

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 8-1315-431-X0-123-03X-0-XX1

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
8-1315-431-50-123-037-0-711	TX-DOT FM 1924 Ph II Outfall Channel - ROW	(1,380.00)
TO:		
8-1315-431-00-123-031-0-841	TX-DOT -FM 1924 Phase II - Aid to Govt.	1,380.00
	Total Budget (Increase/Decrease)	**0.00**

REASON: Cover expected services.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-12064 **19.A.**

Creation of New Position
CC REGULAR

Date:	11/04/2008
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Comm. Oscar Garza
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #4

Information

CAPTION

Precinct No. 4- Drainage Improvement Project
1. Approval to create one (1) new regular full-time Construction Manager position, slot no. 124-036-0013 budgeted at $42,500.00 per year to be funded from Pct. 4 - 2008 C.O. Series Allocation.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

To be funded from Pct. 4 - 2008 C.O. Series Allocation.

Attachments

Link: Fiscal Note
Link: Revised Salary Schedule
Link: PARF

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	10/31/2008 03:45 PM	APRV
2	Budget & Management	Veronica Lopez	10/31/2008 03:51 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/31/2008 04:33 PM	APRV
4	Auditor's Office	Linda Fong	10/31/2008 04:39 PM	APRV
5	Purchasing Department		10/31/2008 04:43 PM	NEW

Form Started By: Damaris San Miguel — Started On: 10/31/2008 01:25 PM

Final Approval Date: 10/31/2008

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, November 04, 2008

Agenda Item: AI - 12064

Summary of request/proposal: Pct. 4 is requesting approval to create one(1) regular full time Construction Manager position for the Drainage Improvement Project slot # 124-036-0013 budgeted at $42,500.00 per year

Fund	Position	Slot#	Obj	Current Budgeted Salary	Salary Requested	Total Adjustment Requested
1204	Construction Manager	0013	113	0.00	42,500.00	42,500.00
	Total:			0.00	42,500.00	42,500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1204-431-00-124-036-0	113	Pct. #4 DRAIN. IMPRO. PROJECT	PERM F/T EMPLOYEES	6,975.19
8-1204-431-00-124-036-0	211	Pct. #4 DRAIN. IMPRO. PROJECT	HEALTH INSURANCE	683.40
8-1204-431-00-124-036-0	212	Pct. #4 DRAIN. IMPRO. PROJECT	LIFE INSURANCE	4.43
8-1204-431-00-124-036-0	220	Pct. #4 DRAIN. IMPRO. PROJECT	FICA	533.60
8-1204-431-00-124-036-0	230	Pct. #4 DRAIN. IMPRO. PROJECT	RETIREMENT	612.42
8-1204-431-00-124-036-0	250	Pct. #4 DRAIN. IMPRO. PROJECT	UNEMPLOYMENT COMP	34.88
8-1204-431-00-124-036-0	260	Pct. #4 DRAIN. IMPRO. PROJECT	WORKER'S COMP	6.88
			2008 Budgetary Impact	8,850.80

2009 Budgetary Impact: $ 61,066.32

Possible Funding Sources: Pct. 4 - 2008 CO Series

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-1204-431-00-124-036-0
Pct. 4 Drainage Improvement Project

AI-12064

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
0012	113	DRAFTING TECHNICIAN II	0.00	35,000.00	35,000.00	0.00%	0.00	0.00	35,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0013	113	CONSTRUCTION MANAGER	0.00	42,500.00	42,500.00	0.00%	0.00	0.00	42,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		TOTAL	$0.00	$426,500.00	$426,500.00		$0.00	$0.00	$426,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

NEW PROPOSED POSITION SLOT 0013 PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 1 Drainage Improvement Project **DATE:** 10/31/2008

CURRENT POSITION TITLE: Construciton Manger **CURRENT SLOT. #:** 0002

REQUESTED POSITION TITLE: Director of Construction
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Title Change

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: **$** 48,500.00 (Current Budgeted Salary) **$** 48,500.00 (Proposed Budgeted Salary) **$** 0.00 (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. 1 Drainage Improvement Project

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt ☑
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☑
Non-Exempt ☐

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

Pct. 1 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. 1

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-12074 **19.B.**

Interdeparmental transfer Pct#4 - Landfill
CC REGULAR

Date:	11/04/2008
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #4

Information

CAPTION

Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Precinct#4 - Landfill (1100) in the amount of $75,000.00

BACKGROUND

Next week, we will probably have another transfer for $50,000.00.

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-->8-1100-432-00-124-001-0-421 $75,000.00
Funding available as of 10-31-08.

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/31/2008 04:13 PM	APRV
2	Erika Reyna	Erika Reyna	10/31/2008 04:31 PM	APRV
3	Auditor's Office		10/31/2008 04:43 PM	NEW
Form Started By: Manuel Chapa			Started On: 10/31/2008 03:42 PM	
Final Approval Date: 10/31/2008				

DATE: October 31, 2008

DEPARTMENT HEAD: Valde Guerra **AI# 12074**

DEPARTMENT NAME: Dept. of Budget & Management for Precinct# 4 - Landfill

ACCOUNT NUMBER: 8-1100-432-00-124-001-0-421

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	(75,000.00)
8-1100-432-00-124-001-0-421	Sanitation Pct#4 - Disposal	75,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Interdepartmental transfer from Co. Wide Adm. - Contingency to Precinct# 4 - Landfill in the amount of $75,000.00. Probably, next week we will have another transfer for $50,000.00**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-11983 **20.A.4.**

Property & Casualty Insurance Policy Renewals
CC REGULAR

Date:	11/04/2008
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval of detailed schedule of renewal premiums/fees attached hereto as 2009-2010 Coverage Summary for Property and Casualty Insurance Policies in the total amount of $1,584,215.00 effective January 1, 2009 through January 1, 2010 with authority for County Treasurer to issue check(s) after review, audit and processing procedures completed by County Auditor with authority for Court Member or Commissioner's Court Executive Officer to sign any applicable documentation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Various Departments

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

BUDGETARY IMPACT:

Funding will be through various departments in the 2009 budget. Please see the attached 2008 Expense Report and presume similar funding for 2009.

Attachments

Link: 11983

Link: 2008 Exp Rpt for Obj 521-524 10-30-08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/29/2008 02:41 PM	APRV
2	Budget & Management	Veronica Lopez	10/29/2008 03:27 PM	APRV
3	Dale Kennan	Dale Kennan	10/30/2008 07:59 AM	APRV
4	Auditor's Office	Linda Fong	10/31/2008 04:43 PM	APRV
5	Court Administrator		10/31/2008 04:43 PM	NEW

Form Started By: Marty Salazar — Started On: 10/29/2008 02:16 PM

Final Approval Date: 10/31/2008

HIDALGO COUNTY PROPERTY AND CASUALTY INSURANCE SUMMARY

SUMMARY 2008-2009			SUMMARY 2009-2010	INCREASE/DECREASE
Commercial Property Boiler & Machinery	Chubb-Federal Ins.	$354,062.00 Included	$364,684.00 Included	+ $10,622.00
Deductible Buy Back	Landmark America	$73,255.00	$99,915.00	- $1,677.00
Deductible Buy Back Reinstate Limit	Landmark America	$28,337.00	Included	
Differences & Conditions	Ace American Ins.	$11,700.00	$11,975.00	+ $275.00
Kidnap & Extortion	Ace American Ins.	$3,509.00	$3,650.00	+ $141.00
General Liability	Travelers	$895,098.00	$958,963.00	+ $63,865.00
Employee Benefits	Travelers	Included	Included	
Auto Liability	Travelers	Included	Included	
Auto Comprehensive Collision	Travelers	Included	Included	
Law Enforcement Liability	Travelers	Included	Included	
Management Liability	Travelers	Included	Included	
Employment Practices Liability	Travelers	Included	Included	
Crime	Travelers	Included	Included	
Medical Malpractice Liability	Evanston Ins. Co.	$67,619.00	$77,589.00	+ $9,970.00
Errors & Omissions District Clerk	Certain Underwriters Lloyds	$8.780.00	$8,517.00	- $263.00
Errors & Omissions County Clerk	Certain Underwriters Lloyds	$6,162.00	$6,372.00	+ $210.00
Pollution Liability	Illinois Union	$3,200.00	$3,375.00	+ 175.00
Mexico Auto Liability Theft, Vandalism Fire & Natural Phenomena Collision Overturn & Glass	Grupo Nacional Provincial	$4,003.00	$3,500.00	- $503.00
Third Party Admin.	TriStar	$43,500.00	$45,675.00	+ $2175.00
	Total	$1,499,225.00	Total	$ 1,584,215.00
	PRICE INCREASE			+ $84,990.00

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Hidalgo County
Coverage Summary
2008-2009

Type of Coverage	Insurance Carrier	Deductible Amount	Premium
Property Boiler & Machinery	Chubb – Federal Ins	Windstorm & Hail $500,000 All Other Perils $ 25,000	$354,062.00 Included
Deductible Buyback #1	Landmark America	$50,000	$73,255.00
Deductible Buyback #2 Reinstate Limit	Landmark America	$50,000	$28,337.00
Differences & Conditions	Ace American Ins		$11,700.00
Kidnap & Extortion	Ace American Ins		$3,509.00
General Liability	Travelers	$50,000 SIR	$895,098.00
Employee Benefits	Travelers	$50,000 SIR	Included
Auto Liability	Travelers	$50,000 SIR	Included
Auto Comprehensive Collision	Travelers	 $10,000 $10,000	Included
Law Enforcement Liability	Travelers	$100,000 SIR	Included
Management Liability	Travelers	$100,000 SIR	Included
Employment Practices Liability	Travelers	$100,000 SIR	Included
Crime	Travelers	$10,000	Included
Medical Malpractice Liability	Evanston Ins Co	$25,000	$67,619.00
Errors & Omissions District Clerk	Certain Underwriters Lloyds	$1,000	$8,780.00
Errors & Omissions County Clerk	Certain Underwriters Lloyds	$1,500	$6,162.00
Pollution Liability	Illinois Union	$5,000	$3,200.00
Mexico Auto Liability Theft, Vandalism, Fire & Natural Phenomena Collision Overturn & Glass	Grupo Nacional Provincial	 $1,000 $500 $500	$4,003.00
Third Party Admin	TriStar	N/A	$43,500.00

ALL FORMS OF INSURANCE

Trusted Choice

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596

Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Date: October 22, 2008

To: Ms. Evangelina Garcia- Hidalgo County Purchasing

From: Ramon Montalvo III, C.I.C.

Re: Renewal Information on various Property/Casualty Coverages effective 1/1/2009

Message:

I'm attaching a schedule of projected renewal premiums and fees for the above referenced policies. The renewal figures are based on information (exposures/basis) as of 9/20/08. Any additional vehicles, equipment or property that is added since then will be calculated accordingly.

The following are some highlights on some of the renewal policies:

1. Property (Chubb)-
   The premium increased minimally due to changes/claims throughout the year. Windstorm/Hail deductible remains at $500,000 but will now be based on "per premises" instead of "per occurrence".

2. Casualty (Travelers)-
   Rates were reduced but the premium is slightly higher due to increase in exposure on autos (increase of over 25%), jail personnel, and budget.

3. Medical Malpractice (Evanston)-
   Premium increased moderately due to additional patient visits.

As you can see, the total projected figures equal to about a 5% increase over the last year. This is a minimal increase in light of the property losses and increase in exposures.

We appreciate the opportunity to be of continued service to the county. The next step will be to secure various signatures on the applications and forms. We would send you proof of renewal coverage no later than 12/01/08.

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

SUMMARY
2009 - 2010

Named Insured: Hidalgo County

Commercial Property (Chubb – Federal Insurance):	$364,684.00
Boiler & Machinery (Chubb –Federal Insurance):	Included
Deductible Buy Back (Landmark America):	$ 99,915.00
Deductible Buy Back-reinstatement limit:	Included
Differences in Conditions (Ace American Ins):	$ 11,975.00
Kidnap & Extortion (Ace American Ins):	$ 3,650.00
Casualty (Travelers Ins Co):	$958,963.00
General Liability(Travelers Ins Co):	Included
Employee Benefits Plan (Travelers Ins Co): Administration Liability:	Included
Automobile Liability & Physical Damage (Travelers Ins Co):	Included
Public Officials & Employment Practices Liability (Travelers Ins Co):	Included
Law Enforcement Liability (Travelers Ins Co):	Included
Crime (Travelers Ins Co):	Included
Medical Malpractice Liability (Evanston Ins Co):	$77,589.00
Errors & Omissions District Clerk (Certain Underwriters @ Lloyds):	$ 8,517.00
Errors & Omissions County Clerk (Certain Underwriters @ Lloyds):	$ 6,372.00
Pollution Liability (Illinois Union):	$ 3,375.00
Mexico Automobile (Grupo Nacional Provincial):	$ 3,500.00
Third Party Administration (TriStar):	$ 45,675.00

Independent Insurance Agents

ALL FORMS OF INSURANCE

Trusted Choice

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596

Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-412-00-001-001-0-523	92ND DC-PUBLIC OFFICIAL INSURANCE	1,591.50	.00	1,500.00	1,500.00	91.50	94.25
8-1100-412-00-002-001-0-523	93RD DC-PUBLIC OFFICIAL INSURANCE	1,600.00	1,500.00	.00	.00	100.00	93.75
8-1100-412-00-003-001-0-523	139TH DC-PUBLIC OFFICIAL INSURANCE	1,600.00	.00	1,500.00	1,500.00	100.00	93.75
8-1100-412-00-004-001-0-523	206TH DC-PUBLIC OFFICIAL INSURANCE	1,500.00	.00	1,500.00	1,500.00	.00	100.00
8-1100-412-00-005-001-0-523	275TH DC-PUBLIC OFFICIAL INSURANCE	1,500.00	.00	1,500.00	1,500.00	.00	100.00
8-1100-412-00-006-001-0-523	332ND DC-PUBLIC OFFICIAL INSURANCE	1,600.00	.00	1,500.00	1,500.00	100.00	93.75
8-1100-412-00-008-001-0-523	389TH DC-PUBLIC OFFICIAL INSURANCE	1,500.00	.00	1,500.00	1,500.00	.00	100.00
8-1100-412-00-009-001-0-523	398TH DC-PUBLIC OFFICIAL INSURANCE	1,650.00	.00	1,500.00	1,500.00	150.00	90.91
8-1100-412-00-021-001-0-523	CCL#1-PUBLIC OFFICIAL INSURANCE	1,500.00	.00	.00	.00	1,500.00	.00
8-1100-412-00-022-001-0-523	CCL#2-PUBLIC OFFICIAL INSURANCE	1,500.00	1,500.00	.00	.00	.00	100.00
8-1100-412-00-023-001-0-523	CCL#3 PROBATE CRT-PUBLIC OFFICIAL INS	2,000.00	.00	1,500.00	1,500.00	500.00	75.00
8-1100-412-00-024-001-0-523	CCL#4-PUBLIC OFFICIAL INSURANCE	1,500.00	.00	1,500.00	1,500.00	.00	100.00
8-1100-412-00-025-001-0-523	CCL#5-PUBLIC OFFICIAL INSURANCE	1,600.00	.00	1,500.00	1,500.00	100.00	93.75
8-1100-412-00-026-001-0-523	CCL#6-PUBLIC OFFICIAL INSURANCE	1,600.00	.00	.00	.00	1,600.00	.00
8-1100-413-00-110-006-0-523	CO JUDGE-PUBLIC OFFICIAL INSURANCE	400.00	.00	.00	.00	400.00	.00
8-1100-415-40-180-001-0-523	CO CLERK-PUBLIC OFFICIAL INSURANCE	12,250.00	.00	.00	.00	12,250.00	.00
8-1100-419-00-115-025-0-521	INSURANCE-PROPERTY INSURANCE	413,697.17	.00	413,697.17	413,697.17	.00	100.00
8-1100-419-00-115-025-0-522	INSURANCE-VEHICLE LIABILITY INSURANCE	260,990.50	.00	258,089.07	258,089.07	2,901.43	98.89
8-1100-419-00-115-025-0-523	INSURANCE-PUBLIC OFFICIAL INSURANCE	166,972.93	.00	166,972.93	166,972.93	.00	100.00
8-1100-419-00-115-025-0-524	INSURANCE-GENERAL INSURANCE	483,597.38	.00	483,585.38	483,585.38	12.00	100.00
8-1100-451-10-115-033-0-521	HISTORICAL COMM-PROPERTY INSURANCE	500.00	.00	.00	.00	500.00	.00
8-1100-461-00-380-001-0-524	TX AGRILIFE EXT-GENERAL INSURANCE	500.00	.00	.00	.00	500.00	.00
1100 GENERAL FUND		**1,361,149.48**	**3,000.00**	**1,337,344.55**	**1,337,344.55**	**20,804.93**	**98.47**
1200 R&B COUNTY WIDE							
8-1200-431-00-120-001-0-522	P/U ROADS-VEHICLE LIABILITY INSURANCE	75,000.00	.00	.00	.00	75,000.00	.00
8-1200-431-00-260-001-0-522	R-O-W DEPT-VEHICLE LIABILITY INSURANCE	10,023.48	.00	.00	.00	10,023.48	.00
1200 R&B COUNTY WIDE		**85,023.48**	**.00**	**.00**	**.00**	**85,023.48**	**.00**
1210 PARKS COUNTY WIDE							
8-1210-452-00-120-002-0-522	PARKS CO WIDE-VEHICLE LIABILITY INS	6,000.00	.00	.00	.00	6,000.00	.00
8-1210-452-00-120-002-0-524	PARKS CO WIDE-GENERAL INSURANCE	6,421.44	.00	.00	.00	6,421.44	.00
1210 PARKS COUNTY WIDE		**12,421.44**	**.00**	**.00**	**.00**	**12,421.44**	**.00**

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
8-1222-412-00-080-006-0-521	DA BAD CK-PROPERTY INSURANCE	600.00	.00	.00	.00	600.00	.00
8-1222-412-00-080-006-0-522	DA BAD CK-VEHICLE LIABILITY INSURANCE	2,800.00	.00	.00	.00	2,800.00	.00
8-1222-412-00-080-006-0-523	DA BAD CK-PUBLIC OFFICIAL INSURANCE	1,500.00	.00	.00	.00	1,500.00	.00
8-1222-412-00-080-006-0-524	DA BAD CK-GENERAL INSURANCE	800.00	.00	706.00	706.00	94.00	88.25
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**5,700.00**	**.00**	**706.00**	**706.00**	**4,994.00**	**12.39**
1247 LAW LIBRARY							
8-1247-412-50-100-001-0-524	LAW LIBRARY-GENERAL INSURANCE	500.00	.00	.00	.00	500.00	.00
1247 LAW LIBRARY		**500.00**	**.00**	**.00**	**.00**	**500.00**	**.00**
1252 HIDTA FEDERAL SHARING US TREASURY							
8-1252-412-00-270-012-0-521	HIDTA US TREASURY-PROPERTY INSURANCE	444.90	.00	444.90	444.90	.00	100.00
8-1252-412-00-270-012-0-522	HIDTA US TREASURY-VEHICLE LIABILITY INSU	2,451.77	.00	2,451.77	2,451.77	.00	100.00
8-1252-412-00-270-012-0-523	HIDTA US TREASURY-PUBLIC OFFICIAL INSURA	1,137.12	.00	1,137.12	1,137.12	.00	100.00
8-1252-412-00-270-012-0-524	HIDTA US TREASURY-GENERAL INSURANCE	4,217.67	.00	4,217.67	4,217.67	.00	100.00
1252 HIDTA FEDERAL SHARING US TREASURY		**8,251.46**	**.00**	**8,251.46**	**8,251.46**	**.00**	**100.00**
1291 HIDTA							
8-1291-412-00-270-002-0-521	HIDTA TF COMMAND CTR-PROPERTY INSURANCE	.00	.00	.00	.00	.00	.00
8-1291-412-00-270-002-0-522	HIDTA TF COMMAND CTR-VEHICLE LIAB INS	.00	.00	.00	.00	.00	.00
8-1291-412-00-270-002-0-523	HIDTA TF COMMAND CTR-PUBLIC OFFICIAL INS	.00	.00	.00	.00	.00	.00
8-1291-412-00-270-002-0-524	HIDTA TF COMMAND CTR-GENERAL INSURANCE	.00	.00	.00	.00	.00	.00
8-1291-412-00-270-003-7-521	HIDTA TASK FORCE-PROPERTY INSURANCE	252.85	.00	252.85	252.85	.00	100.00
8-1291-412-00-270-003-7-522	HIDTA TASK FORCE-VEHICLE LIABILITY INS	3,357.66	.00	3,357.66	3,357.66	.00	100.00
8-1291-412-00-270-003-8-522	HIDTA TASK FORCE-VEHICLE LIABILITY INS	7,200.00	.00	.00	.00	7,200.00	.00
1291 HIDTA		**10,810.51**	**.00**	**3,610.51**	**3,610.51**	**7,200.00**	**33.40**
1292 WIC							
8-1292-441-00-350-001-8-521	WIC ADM-PROPERTY INSURANCE	6,841.71	.00	6,373.21	6,373.21	468.50	93.15
8-1292-441-00-350-001-8-522	WIC ADM-VEHICLE LIABILITY INSURANCE	2,916.82	.00	1,452.35	1,452.35	1,464.47	49.79
8-1292-441-00-350-001-8-524	WIC ADM-GENERAL INSURANCE	17,827.03	.00	17,826.38	17,826.38	.65	100.00
8-1292-441-00-350-001-9-521	WIC ADM-PROPERTY INSURANCE	8,500.00	.00	.00	.00	8,500.00	.00
8-1292-441-00-350-001-9-522	WIC ADM-VEHICLE LIABILITY INSURANCE	3,500.00	.00	.00	.00	3,500.00	.00
8-1292-441-00-350-001-9-524	WIC ADM-GENERAL INSURANCE	23,236.00	.00	.00	.00	23,236.00	.00
1292 WIC		**62,821.56**	**.00**	**25,651.94**	**25,651.94**	**37,169.62**	**40.83**
1297 ADULT PROBATION							
8-1297-423-00-320-002-8-522	BASIC SUPERVISION-VEHICLE LIABILITY INS	3,500.00	.00	314.24	314.24	3,185.76	8.98
8-1297-423-00-320-002-8-524	BASIC SUPERVISION-GENERAL INSURANCE	7,000.00	.00	6,145.74	6,145.74	854.26	87.80
8-1297-423-00-320-002-9-522	BASIC SUPERVISION-VEHICLE LIABILITY INS	3,000.00	.00	.00	.00	3,000.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
8-1297-423-00-320-002-9-524	BASIC SUPERVISION-GENERAL INSURANCE	7,000.00	.00	.00	.00	7,000.00	.00
8-1297-423-00-320-005-8-522	RESTITUTION CTR-VEHICLE LIABILITY INS	1,645.00	.00	1,644.47	1,644.47	.53	99.97
8-1297-423-00-320-005-9-522	RESTITUTION CTR-VEHICLE LIABILITY INS	3,722.00	.00	.00	.00	3,722.00	.00
8-1297-423-00-320-008-8-522	COMM CORR-VEHICLE LIABILITY INSURANCE	1,000.00	.00	942.72	942.72	57.28	94.27
8-1297-423-00-320-008-9-522	COMM CORR-VEHICLE LIABILITY INSURANCE	1,000.00	.00	.00	.00	1,000.00	.00
8-1297-423-00-320-020-8-522	SATF-VEHICLE LIABILITY INS	375.00	.00	.00	.00	375.00	.00
8-1297-423-00-320-020-9-522	SATF-VEHICLE LIABILITY INS	1,500.00	.00	.00	.00	1,500.00	.00
1297 ADULT PROBATION		**29,742.00**	**.00**	**9,047.17**	**9,047.17**	**20,694.83**	**30.42**
2201 SELF-FUNDED HEALTH INSURANCE							
8-2201-415-00-115-010-0-524	HEALTH BENEFITS TPA&STP LOSS-GENERAL INS	1,300,000.00	.00	1,024,931.76	1,024,931.76	275,068.24	78.84
2201 SELF-FUNDED HEALTH INSURANCE		**1,300,000.00**	**.00**	**1,024,931.76**	**1,024,931.76**	**275,068.24**	**78.84**
2202 SELF-FUNDED WORKERS' COMP							
8-2202-419-50-115-066-0-524	CLAIMS SERVICING-GENERAL INSURANCE	250,000.00	.00	146,750.00	146,750.00	103,250.00	58.70
2202 SELF-FUNDED WORKERS' COMP		**250,000.00**	**.00**	**146,750.00**	**146,750.00**	**103,250.00**	**58.70**
8 YEAR		**3,126,419.93**	**3,000.00**	**2,556,293.39**	**2,556,293.39**	**567,126.54**	**81.86**

AI-12008 **20.A.5.**

Requesting to Terminate Agreement for 139th District Court and Lexis Nexis

CC REGULAR

Date:	11/04/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion acceptance and approval to exercise the "Thirty (30) day written notice of termination of contract" with Lexis Nexis for the Online Research Services, as recommended for consideration by the 139th District Court

BACKGROUND

Fiscal Impact

FISCAL YEAR: N/A **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Approval to terminate contract does not require funding, no fiscal impact as of 10-31-08.

Attachments

Link: Letter from 139th

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2008 11:18 AM	APRV
2	Budget & Management	Veronica Lopez	10/30/2008 01:08 PM	APRV
3	Veronica Lopez	Veronica Lopez	10/31/2008 09:02 AM	APRV
4	Auditor's Office	Linda Fong	10/31/2008 09:45 AM	APRV
5	Court Administrator	Angela Garcia	10/31/2008 09:58 AM	APRV

Form Started By: Rocio Villarreal Started On: 10/29/2008 04:05 PM

Final Approval Date: 10/31/2008

IRMA GUZMAN
COURT COORDINATOR

J.R. GAITAN
BAILIFF/INTERPRETER

SYLVIA REYES
CRIMINAL COURT COORDINATOR

JESSIE C. SALAZAR
OFFICIAL COURT REPORTER

J.R. "BOBBY" FLORES
JUDGE, 139TH JUDICIAL DISTRICT OF TEXAS

HIDALGO COUNTY COURTHOUSE
100 NORTH CLOSNER, SECOND FLOOR
EDINBURG, TEXAS 78539
Tel: (956) 318-2260

October 28, 2008

I. T. Department
Edna Kirby
VIA FAX: 956/ 318-2152

Re: Lexis-Nexis

Dear Ms. Kirby:

This letter is to advise you that the 139th District Court no longer wishes to have the LexisNexis service in this court. Perhaps in the future, the Court will reconsider and maybe utilize this service again.

Thank you for your time and, if you should have any questions, please feel free to call our office.

Respectfully,

Irma Guzman

Irma Guzman

AI-12030 **20.A.6.**

Renovations to Administration Building at 100 E. Cano-Audio Visual Design and Equipment

CC REGULAR

Date:	11/04/2008
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, and acceptance of a proposal sumbitted by Visual Innovations Company, Inc., through Hidalgo County's membership/participation with the Texas Multiple Award Schedule (TXMAS) (Contract TXMAS-4-581010) for Integrated Audio Video System, Phase I (design, scope of work, drawings, schematics and as builts for the Commissioners Court meeting room facility) in the amount of $35,000.00 as requested and recommended by project architect to finalize plans and specifications in order to proceed with advertising the renovation/construction of the former administration building.

BACKGROUND

Proposal Investment

Phase I $ 35,000.00

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-413-30-115-017-0-452

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

BUDGETARY IMPACT:

Funding pending approval of AI# 12070 for $35,000.00

Attachments

Link: TX-MAS Proposal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2008 04:01 PM	APRV
2	Budget & Management	Veronica Lopez	10/31/2008 06:59 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/31/2008 03:13 PM	APRV
4	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Moises Salazar Started On: 10/30/2008 11:04 AM

Final Approval Date: 10/31/2008

Integrated Audio Video System Proposal

Hidalgo County
Government Center
City of Edinburg, Texas

Presented to: Hidalgo County

Presented By: Daniel J. de León

Date: 1 November 2008

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1 November 2008

To:
Subject: Government Center

We have prepared this design/build proposal for the installation of an audio/video system for multiple rooms in the Government Center building at the Hidalgo County location of Edinburg, Texas. This proposal includes a narrative description of the system to be installed, a statement of work, a bill of materials, system implementation, system costs, service contract discussion, standard warranty terms and conditions.

Visual Innovations Company Inc. (VI) is the nation's premier multimedia technology integration company. We specialize in design and design/build solutions for integrated multimedia presentation, distributed media and broadcast systems.

Project Narrative

Government Center

Within the center there are 6 rooms in which multimedia systems are to be installed. Video Control Room , Lobby , Legislative Chambers, Conference Room, County Judge Conference Room.

Atrium / Vestibule

This multimedia system is complete with one 65" LCD display unit, sound reinforcement and control. VI has proposed one (1) 65" LCD to be installed on Left side of the entry way leading into the Legislative Chambers. The audio system contains six (6) 6.5" ceiling canister speakers for distributed sound. One (1) dedicated PC to be installed in the A/V control room. The central control unit will also be located in the Video Control Room.

Controls for this are and will be as follows:

1 – Source Selection of either
   a) Dedicated PC VGA and Audio (such as PowerPoint Presentations)
   b) any defined video and audio source located within the Legislative chambers
2 – Powering On/Off both or either LCD
3 – Volume Ramping Up/Down and Muting

Executive Session Chamber room

This system is complete with an LCD display, sound reinforcement, video, video conference, and control. There is a HD wall-mounted video camera to be integrated into the new VTC. A 65" HD LCD TV display will be wall mounted, along with a professional DVD unit in the rack. The system has one (1) PC VGA and Audio input for connectivity at the table. Two (2) tabletop microphones are included for VTC use. There will be a 7" wired color touch-panel placed on the conference table. A 20 space equipment rack will be placed in the electronic equipment room to store all of the equipment. Controlling this room may be done from one

of 2 places, either by the local 7" tabletop touch panel or from the video control room via a dedicated PC.

Controls for this room by either location are as follows:
1 – Powering On/Off the LCD
2 – Volume Ramping Up/Down and Muting
3 – Placing or Receiving Video Conference calls
4 – Camera control Up/Down/Left/Right/Zoom/Pan
5 – Source Selection of either local PC or local DVD
6 – DVD controls include play, pause, FF, RW and skip

Legislative Chambers

The multimedia system designed for this room is state of the art. The display systems (4) each, include (4) 65" LCD display flat panels to be mounted on the (2) on the front wall, 1 behind the court reporter, 1 on the same wall across from the court reporter. The other 1 will be located next to the A/V Control window facing the seating area, the other will be located on the wall across for the A/V Control window. The video system includes a DVD unit, several laptops and a document camera. The audio system includes (20) ceiling mounted speakers, (8) wired and (2) wireless handheld microphones. The control system with (2) touch panels, a 7" touch panel at the Judge's Dias, and a 15" touch panel in the video control room.

Also located at each of the (5) Dias locations will be a 15" Monitor, a 18" gooseneck microphone w/ Push to Talk, a PC w/ Audio input. Of the (5) Monitors, 4 of these (not including the Judge's monitor) will show the same display at all time. The Judge's monitor is the only monitor capable of viewing other sources.

Located within the Customer furnished Lectern will be the DVD Playback unit, (1) 18" gooseneck microphone w/ Push to talk, (1) document camera (not controlled), and (1) PC with audio input and (1) 15" monitor, this monitor will also see the same images the (4) Dias monitors are viewing.

At each of the council tables and auditors table will be (1) 18" gooseneck microphone w/ push to talk, (1) PC w/ audio connection.

Several cameras will be located throughout this area, (2) on either side wall, (1) Rear, (1) Front camera. These cameras will be able to be displayed on each video wall and all Dias monitors, or to be sent to each of the lobby LCD's if desired.

Controls for this room from either touch panel will be:
1 – Video Source selections from
  a) One of 6 different cameras
  b) Any of 8 different PC inputs
  c) Lectern mounted DVD player

These sources will be displayed on each of the Dias Monitors and both video walls simultaneously.

2 – DVD playback control
3 – Volume ramping within the Legislative chambers
4 – Volume Muting
5 – Powering On/Off of both video walls
6 – Camera controls of each camera pan, tilt, and zoom
7 – Muting all Microphones On/Off except Judge's microphone will always be "ON"

The video control room will have additional functions.

1 – Recording of all audio and video sources
2 – Start/Stop/FF/RWD/Play controls for recording device as well as erase all.
2 – Volume ramping within the video control room.
3 – Volume muting within the video control room.
4 – Ability to route any VGA video w/ audio to a 21" tabletop monitor located in the video control room for preview or pre-configuration of equipment

Conference Room

This system is complete with an LCD display, sound reinforcement, video, video conference, and control. There is a HD wall-mounted video camera to be integrated into the new VTC. A 65" HD LCD TV display will be wall mounted, along with a professional DVD unit in the rack. The system has one (1) PC VGA and Audio input for connectivity at the table. Two (2) tabletop microphones are included for VTC use. There will be a 7" wired color touch-panel placed on the conference table. A 20 space equipment rack will be placed in the electronic equipment room to store all of the equipment. Controlling this room may be done from one of 2 places, either by the local 7" tabletop touch panel or from the video control room via a dedicated PC.

Controls for this room by either location are as follows:
1 – Powering On/Off the LCD
2 – Volume Ramping Up/Down and Muting
3 – Placing or Receiving Video Conference calls
4 – Camera control Up/Down/Left/Right/Zoom/Pan
5 – Source Selection of either local PC or local DVD
6 – DVD controls include play, pause, FF, RW and skip

Video Control Room

The Video Control Room will house (2) 44 space A/V Equipment racks, these rack will house most equipment needed to control, playback, source control or other equipment used for day to day operations within the Legislative Chambers. As shown in the Video Control Room diagram, a tabletop counter will need to be provided by Hidalgo County.

From this room the operator will have the ability to control the following rooms,

1 – Lobby A/V system
2 – Legislative Chamber
3 – Executive Chamber 110

Controlling each room is described below

Executive Sessions Chambers:

VI will provide (1) 21" display monitor with (1) 4x1 VGA w/ Audio switcher, (1) dedicated desktop PC, these will all be tabletop mounted as show in the diagram labeled 'Video Control Room'. The VGA switcher will receive a VGA feed from the above (2) room terminated into it, this is allow the operator or easily select which room they need to monitor or control, for example. If the operator was to place a VTC call for the Judge's conference room, they would select the correct input which would then place a copy of what is seen on

that rooms LCD display, from there he would open a browser on the dedicated PC. This would bring that room's touch panel onto the PC's monitor from where the operator would have full control of that room.

Lobby A/V system:

VI will provide (1) dedicated PC as shown in 'Video Control Room' diagram. This PC will terminate into the video switcher; each LCD will have its own VGA source sent to itself. This will allow for each LCD to show the same or separate source. The operator will select from the touch panel the source he/she wishes to send to that LCD display. Example, if a PowerPoint was created and they wished to display it, the operator would simple select the dedicated PC button then send to either or both displays. If the PowerPoint has audio, the audio would follow and play through the ceiling speakers located in the lobby. The operator would also have control of volume level via the touch panel. If the operator wanted to send a camera to the LCD he/she would select the desired camera, then send to either or both lobby displays, this would also send all audio from the Legislative room as well.

Sources for these LCD displays are limited to its dedicated PC, and any source within the Legislative chambers, no other sources will be available.

Legislative Chambers:

VI will provide (1) 15" tabletop touch panel that will control all functions within the chambers. Also, the same 21" monitor and 4x1 video switcher will also receive a VGA signal from this room. This will allow the operator to view and control any source at any time without causing the (2) video walls or the (5) Dias monitors to view what they are controlling.

Example, if the chamber is viewing a presentation that was shown from the Lectern, but the operator wanted to pan a camera to view the person giving the presentation. The operator would select the appropriate input on the 4x1 switcher, then from the touch panel select the camera or source they wanted to control, and send that feed to the preview monitor. From there, the image would appear on the preview screen, and from the touch panel could control the camera. If at any point the operator wanted to send the camera he/she just moved to the video walls, he/she would simply send the camera to the video wall.

VI will also provide (1) digital video recorder located in the video control room, this will record any audio and video source that is sent to it, the control systems touch panel will operate this device.

The operator will also have the ability to

1-control the DVD player located within the lectern; normal function for DVD playback will be used.

2 -Volume controls for muting, volume ramping, microphone muting will also be located on the touch panel.

3 – Powering On/Off both Video Walls

4 – Source selection to each Video Wall and Dias Monitors

5 – Camera control of each camera pan tilt and zoom

Project Scope of Work

Government Center

VI will install all cabling and equipment using good commercial standards. VI will dress and label all wiring. All cabling will include termination and/or wall jacks as needed to maintain the status and aesthetics of the facility. Cables will be concealed in walls where possible. Wire mold, selected to blend with the room décor, will be used to cover cabling that cannot otherwise be concealed for general view. For the lecterns, VI will provide a covering to house the cable running from the lectern to the wall and/or floor plate.

VI will provide Hidalgo County with as built drawings showing the actual connections of all system components. VI will provide rack drawings showing the location of items in the racks.

All work will be coordinated with the Government Center in accordance with their time lines to ensure that installation will occur in the timeliest manner. If Hidalgo County requests that VI work evenings or weekends then VI will quote and if approved add costs for those evenings and weekends.

System Implementation

VI will provide a turnkey system to include design, equipment, implementation and warranty.

System Engineering, including:
- Preparation of system functional interconnection diagram.
- Facility and equipment location drawing.

Project Coordination, including meetings with the client's technical representatives and project coordination, including:
- System implementation monitoring.
- Schedule project and oversee the VI team
- Equipment staging at our shop
- Assure final punch-list items are completed

Field Labor, including:
- Pulling and bundling cables
- Terminating of all cable
- Labeling all cable
- Mounting and terminating computer interfaces
- Installing structural systems for multimedia equipment
- Program control System
- Adjusting and balancing audio settings
- Assure that the installed systems functions as proposed
- Site clean up and rubbish disposal and recycling when possible
- Provide end-user training

Inclusions

- All equipment, wire and accessories required for a fully functional audio and visual system as per the defined scope of wok.
- Labor associated with turnkey engineering, installation, programming, testing and training.
- Documentation package including Operation & Maintenance manuals.
- Coordination and cooperation with the construction team in regards to installing the system.
- User training on system operation.
- Any additional trips, labor or materials due to failure of the other work forces to have the audio/visual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.
- The owner's architect will provide VI's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in Auto Cad format at no charge to VI.
- This quotation is valid for 30 days. VI reserves the right to modify our quotation pricing if not accepted within 30 days of this quotation date.

Exclusions

The following is not included in our scope of work:

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work, including but not limited to 110VAC, conduit, core drilling, raceway and boxes except those specifically quoted.
- Voice/ data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Cable Television service, cable, etc.
- Network connectivity, routing, switching and port configuration necessary to support audio-visual equipment except as specifically quoted.
- Concrete saw cutting and / or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.
- Necessary sheet rock replacement and or repair.
- Necessary ceiling tile or T-bar modifications, replacement and/or repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork to accommodate the AV equipment is to be provided by others unless otherwise noted in this proposal
- Painting, patching or finishing of architectural surfaces.
- Permits (unless specifically provided for elsewhere in the contract).
- HVAC and plumbing relocation.
- Rough in, bracing, framing, or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required
- Any applicable taxes, permits or bonds related to the project. All normal shipping costs not part of original quote.
- Unless otherwise specified, the warranty provisions in this contract do not cover Owner furnished equipment. In addition, owner furnished equipment shall not be controlled unless otherwise stated in the inclusions (above).

- Owner furnished equipment or equipment by others that is integrated into the systems (as described above) is assumed to be current industry acceptable equipment in good working order. If it is determined that this equipment is faulty upon installation or adversely affects the system, additional project charges may be incurred.

Standard Warranty

VI warrants the Audio-Visual System furnished to be free from defects in workmanship (i.e. cables, connections, structures) failure for a period of 90 days from the date of acceptance or first beneficial use, whichever occurs first. The Owner or their agent will handle warranty service for such defects in a reasonable and timely manner from the time of notification to VI. Extended service assurance plans are available through VI.
Warranty does not apply to any product that has been subject to misuse, neglect, accident or operational error.

Integrated Systems – Standard Terms and Conditions

Scope of Work for the Project
In this document the term "Owner" shall mean client. VI shall execute the project work described in the included proposal concerning the Owner's system integration work. The scope of work is based upon information provided by the Owner. As the project work progresses, agreement on modifications may be necessary to complete the project. These additions, deletions and/or adjustments in time shall be considered change orders and when mutually agreed upon in writing by both parties, shall become part of the agreement.

The terms and conditions of this agreement, and those terms and conditions contained in any appendices or approved change orders to this agreement, together shall form the entire purchased order or agreement. Request for quotation, acceptance or other purchasing documents which are inconsistent with, different from or in addition to the terms and conditions of this agreement shall be considered void. This agreement shall take precedence over all previous oral discussions or prior understanding between both parties.

This agreement and all Owner purchase documents are subject to acceptance by VI, including if appropriate, approval by VI's credit department. VI reserves the right to cancel this agreement, if the Owner fails to meet credit requirements.

Agreement Sum and Taxes
The Owner shall pay VI in current U.S. funds for the performance of the project work per the agreement sum, which may be adjusted, subject to mutually agreed upon additions and deletions provided within the agreement.

The prices for equipment are subject to taxes, including but not limited to sales, excise or use taxes. The Owner shall pay all sales, use ad valorem, excise and/or other taxes imposed on either party. Owner shall not pay for taxes based upon VI's income. If applicable, the owner shall provide a tax-exempt certificate at the time of acceptance of contract.

VI will invoice for all applicable taxes, that VI is legally obligated to collect from the Owner.

Time

VI's proposal for installation and services is based upon our normal 8-hour business day / 40-hour business week, Monday through Friday, between the hours 8:00am to 5:00pm, excluding VI holidays, unless otherwise stated within our proposal. VI shall be compensated for installation and services beyond normal business hours or business days, on an overtime rate basis when mutually agreed upon.

Should VI be delayed in the progress and performance of the work due to material changes, labor disputes, fire or unusual delay in deliveries, construction delays, unavoidable casualties or causes beyond VI's control, the agreed upon time for completion shall be extended by change order. These change orders may also include charges to cover additional costs incurred by VI due to the delay.

Payment Terms

Subject to credit approval, the Owner shall pay VI within ten (10) days of invoice date. All project work requires a minimum deposit of thirty percent (30%) of the overall agreement total to initiate the order. Deposits are due upon receipt of invoice. Project timeline schedules will begin upon receipt of the deposit or initial payment.

Systems Integration work where procurement, installation and completion of the work extend beyond a period of greater than ten (10) days from the date of the order, will be subject to progressive billing or invoicing. In such cases VI will progressively invoice for hardware, equipment and materials received, stored and assigned to the project, along with a percentage of completed labor and services. Progressive billing or invoices are due and payable per VI normal credit terms of Net ten (10) days.

If requested, an affidavit stating that the hardware, equipment or materials are on-hand, secured, insured and will not be assigned to any other project, will accompany each invoice.

Finance Charge / Costs of Collection

If the Owner fails to pay VI for equipment and/or services when due, VI under this agreement shall be allowed to invoice Owner for monthly finance charges equal to one and one-half percent (1.5%) of any amounts past due, chargeable for each month that the payment is outstanding.

Changes / Returns / Cancellation

Any changes or modifications to the agreed upon scope of work defined in the proposal must be mutually agreed upon in writing. Formal change orders shall document these modifications.

Should Owner cancel a project in whole or in part, prior to completion, the Owner agrees to pay VI for all costs incurred to date and/or to bring the project to a mutually acceptable close. These costs are not limited to: the design, engineering services performed or the equipment procured by VI at such time of notification by owner.

Project management; the installation and programming; technical labor; subcontracting expenses; the materials and equipment costs; and all other miscellaneous documented costs. Materials and equipment are also subject to restocking fees.

Due to the custom nature of the integrated audiovisual and/or broadcast systems, Owner requested changes once the equipment is in hand or in transit, may result in restocking fees.
Restocking fees will be 30% of the equipment sales price plus freight for standard equipment, and 100% of the sales price, plus freight for all custom or specialty (non standard) equipment.

Title and Risk of Loss

Title and risk of loss, or damage to any products/equipment will pass to Owner upon VI's delivery of the product/equipment to the Owner. Owner shall make claims for damage or loss through their

insurance provider. VI shall maintain insurance for all product/equipment stored within its facilities or third party storage facilities.

Insurance
VI does and shall maintain appropriate insurances for: general liability; umbrella liability; automobile liability; and worker's compensation and employer's liability. Certificate of Liability Insurance and evidence of coverage shall be provided upon request.
Owner shall be responsible for purchasing its usual property and liability insurance.

Workmanship Guarantee and Equipment Warranty
VI guarantees that the audiovisual and/or broadcast integrated system be furnished free of defects in workmanship (i.e. cables, connectors and structures) for a period of 90 days from the date of acceptance or date of first beneficial use whichever occurs first (or time noted if an extended service agreement is chosen). Service for such defects during the workmanship guarantee period shall be provided at no additional expense to the Owner and shall be handled in a reasonable and timely manner, from the time of notification to VI by the Owner.
VI is not responsible for "image burn" as a result of prolonged periods of static images being displayed on video devices.

Limitation of Liability
Without limitation on any other provision within this agreement, or excluding liability on the part of VI, the damages recoverable by the Owner or awarding party or third party for any claim of any kind whatsoever arising from breach of this agreement shall be no greater than the actual purchase sum of the agreement. In no event shall VI be responsible for any special, indirect or incidental or consequential damages of any kind.

Owners Signature: _____ VI Signature:_____

Title: _____Date: _____ Title: _____ Date:_____

Addendum A Company Profile

Introduction

VI is a significant provider of networks, computer technology and visual communications systems. With offices throughout Texas, VI focuses primarily on turnkey-design/build audio visual solutions for business, health, government and education including:

- **Network Operation Centers**
- **Boardrooms & Conference Rooms**
- **Training Rooms & Classrooms**
- **Information Display Systems**
- **Computer Based Training**
- **Auditoriums & Event Centers**
- **Video Conferencing**
- **Museums & Theme Parks**
- **Media Retrieval**

Today, VI has emerged as a solutions-focused, premier reseller of multimedia technology products, supplies and technical support services.

Qualifications

The VI group provides design/build and systems integration services for clients who are involved in the **planning and implementation of multimedia communication facilities** and systems. We have assembled a team of experienced audio-visual design and engineering professionals to provide the highest quality client service, appropriate communication technology solutions and state-of-the-art facilities integration. We offer value-based services that include needs analysis, design, and engineering and implementation solutions.
Our technical expertise, integrity and collaborative approach are the characteristics by which we are known. Our goal is to improve your ability to effectively access, communicate and exchange information through the creation of leading-edge presentation and performance facilities.

Experience

We have the experience and expertise with multimedia systems that will serve as models for innovative presentation environments. Our projects include the integration of communication technology for presentation and performance space ranging from network command and control centers, executive management meeting rooms, auditoriums and multi-use conference and training facilities, to theatrical and musical performance spaces.

Benefits

The benefits of our services are **improving the ability to present information through the effective use of multimedia technology**. Our designs have optimally been created for ease of use, flexibility and future expansion. In addition, we have an ability to collaborate as key members of the design and construction team through open, honest communication, with concise reporting and the timely delivery of information and solutions. VI is committed to improving how our clients present, receive and exchange important information in their communication environments.

Systems Integration Department

Sales:	Our combined sales experience enables us to listen to your requirements and are specifically trained in the design and implementation of today's highly specialized systems. We understand your expectations in developing a solution that is both technologically advanced and functionally efficient.
Engineering:	Our full time design engineers are specifically trained for the engineering of multimedia presentation systems, network operating centers (NOC), audio reinforcement systems, control systems, and other related audiovisual systems. Our licensed engineers perform all aspects and services, as well as on-site guidance of systems integration and installation. One of our strong suits is the ability to build systems to accommodate future growth and technologies.
A/V Designers:	Specially trained audio-visual design team works in tandem with Engineering.

Project Manager:	Our project managers are specialized in managing installations of multimedia presentation systems. This includes meeting with the client's technical and contract representatives, status reports, and resolution of questions or issues outstanding. In addition their responsibilities include: Developing project schedules and oversight of the VI install team. Staging of equipment and materials at our location; create as built drawings. Submit owner's manuals and binders of all equipment documentation. Provide simple operational sheets for the client's system. Supervise client training on systems operation. Facilitate completion of final punch list items.
Installation:	All of our installers are specifically trained for various types of audiovisual systems. Specialties include multimedia presentation systems; network operating centers (NOC), audio reinforcement systems, control systems, conference, training and auditorium facilities.
Service Department:	*Our service, maintenance and warranty program is the cornerstone of* VI. Companies must be able to deliver the highest quality of service after the installation and VI does just that through a comprehensive service package. We accomplish this by response time and thorough end user training with factory trained specialists.

Visual Innovations TXMAS contract: TXMAS-4-581010

Proposal Investment

Hidalgo County Government Center

Phase 1 Design, scope of work, drawings, schematics and as builts.	**$ 35,000.00**
Phase 2 Integration, Training and Service	**$ 341,264.45**

AI-12028 **20.A.7.**

Hidalgo County-Prof Engineeering Svc Agreement-QHA-C-08-380-11-04-"Subdividing of Land for Primary Care&Subst Abuse Facility"

CC REGULAR

Date: 11/04/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval of a professional engineering services agreement with QUINTANILLA, HEADLEY & ASSOCIATES, INC. in the amount of $52,200.00 for services, including, but not limted to: "SUBDIVIDING LAND FOR THE PRIMARY CARE AND SUBSTANCE ABUSE FACILITY" for HIDALGO COUNTY (as selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 09/09/08 for negotiation of the contract with QUINTANILLA, HEADLEY & ASSOCIATES, INC. and as approved by legal counsel to proceed with final execution of contract).

BACKGROUND

Contract as approved by Legal Counsel

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-334
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 10-31-08 $28,636.05

Pending Line Item Transfer for CC 11-04-08 (AI-12054) in the amount of $25,000.00

Attachments

Link: Prof Engineeering Svc Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2008 02:21 PM	APRV
2	Budget & Management	Veronica Lopez	10/30/2008 02:49 PM	APRV
3	Veronica Lopez	Veronica Lopez	10/31/2008 10:20 AM	APRV
4	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Letty Saenz

Started On: 10/30/2008 10:44 AM

Final Approval Date: 10/31/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
C-08-380-11-04

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Quintanilla, Headley & Associates, Inc.** Professional Engineers of Edinburg, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide Engineering Services for the purposes of, **"Subdividing Land for the Primary Care and Substance Abuse Facility"** for **Hidalgo County**.

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

ARTICLE I
Employment of Engineer

The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform Topographic Surveying (ground elevations, gutter elevations, drainage structures elevations) as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2
Character and Extent of Services

This Agreement will provide for the project with the following:

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

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

ARTICLE 3
Period of Service

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

3.1 Termination Date. This Agreement shall terminate at the close of business upon completion of this project (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the

Owner's sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 7 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

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

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 7 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a

continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

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

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

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

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

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

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that

time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

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

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

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11, 13, 14.3 and 15 hereto.

ARTICLE 4
Progress and Coordination

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

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

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

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

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the Scope of Services as provided by the engineer, the **Owner** shall review the approved Scope of Services with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

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

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

(2) favorable developments or events which enable meeting the Scope of Services goals sooner than anticipated.

ARTICLE 5
Compensation and Fees

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

5.1 *Services.* For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the amount payable by the **Owner** to the **Engineer** for ***Services*** will be in the amount of **$ 52,200.00**, subject to adjustment in accordance with Article 6.1 herein, will be provided in **EXHIBIT D1- *Fee Breakdown*** attached. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

ARTICLE 6
Method of Payment

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned. The **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

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

far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

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

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

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

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

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

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

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

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

ARTICLE 7
Supplemental Agreements

The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D1"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

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

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 8 hereof, or changes or revisions in work, as identified in Article 9 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization

to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 8
Additional Work

If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D1"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 7 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 9
Changes or Revisions in Work

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

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

ARTICLE 10
Ownership and Release of Documents

10.1 Ownership of Documents.

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

ARTICLE 11
Records, Accounting, Inspection

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

ARTICLE 12
Subcontracting and Assignment

The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every sub-

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

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

ARTICLE 13
Engineer's Seal, Responsibility and Warranties

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

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

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

ARTICLE 14
Engineer's Resources

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

14.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

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

14.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange. Taking into

consideration that the **Owner** has a significant investment in the development of the information provided, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 15
Indemnification

To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all

expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 16
Joint and Several Liability

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

ARTICLE 17
Insurance

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

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

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

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

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

maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the notice to proceed by the **Owner**.

ARTICLE 18
Gratuities

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

ARTICLE 19
Payment of Franchise Tax

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

ARTICLE 20
Severability

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

ARTICLE 21
Notices

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

Owner: Hidalgo County
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Engineer: Alfonso Quintanilla, President/P.E., R.P.L.S.
Quintanilla, Headley & Associates, Inc.
124 East Stubbs Street
Edinburg, Texas 78539

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

ARTICLE 22
Miscellaneous Provisions

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

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

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

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

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

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

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

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 7 herein.

ARTICLE 23
Signatory Warranty

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2008.

ENGINEER:

QUINTANILLA, HEADLEY & ASSOCIATES, INC.

BY: _____
Alfonso Quintanilla, President/P.E., R.P.L.S.

OWNER:

HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall L.L.P.

_____
By: Stephen L. Crain

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT D1	-Fee Breakdown
EXHIBIT E	-Certificate of Insurance (*Hidalgo County*)

EXHIBIT A

-Scope of Services to be Provided by the Owner

Exhibit "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project.

General

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 6 of this Agreement.

3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.

4) Provide any available relevant data the Owner may have on file concerning the project.

5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreement upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.

6) Attend and participate in progress meetings as required and as coordination and conducted by the Engineer.

7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

EXHIBIT B

-Scope of Services to be
Provided by the Engineer

EXHIBIT "B"

Project: Hidalgo County Primary Care and Substance Abuse Facility

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

1. Prepare Subdivision Plat.

2. Design of the water distribution system, sanitary sewer collection system, storm sewer and drainage detention, roadway and parking lots.

3. Prepare plans and technical specifications, including Contract Documents and Advertisement.

4. Construction staking.

5. Field Inspections.

Note: This scope does not include irrigation canal replacement.

EXHIBIT C

-Work Schedule

EXHIBIT "C"

Work Schedule

Project: Hidalgo County Primary Care and Substance Abuse Facility

The Engineer shall provide the deliverables for this project as follows:

- Preparation of Subdivision Plat and Design – 30 days from the Date of the Notice to Proceed
- Construction staking – As required by contractor

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "D"

Engineer's Hourly Rates

Project: Hidalgo County Primary Care and Substance Abuse Facility

1. Registered Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT D1

-Fee Breakdown

• Municipal Projects
• Subdivisions
• Surveys

Quintanilla, Headley and Associates, Inc.

Consulting Engineers • Land Surveyors

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

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

October 28, 2008

Ms. Leticia H. Saenz
CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Re: Hidalgo County Primary Care and Substance Abuse Facility
Best and Final Offer

Dear Ms. Saenz:

After careful review of the scope of work for the required professional engineering services for the subdividing of the land for this project, Quintanilla, Headley and Associates, Inc.'s best and final offer for the professional services is in the amount of $ 52,200.00 (see attachment "A").

I appreciate your consideration to this project. Should you have any questions or need additional information, please feel free to call me at (956) 381-6480

Sincerely,

Alfonso Quintanilla, P.E., R.P.L.S.
President

ATTACHMENT "A"			
Hidalgo County Primary Care and Substance Abuse Facility (Subdivision Of Land) Hourly Rates			
Registered Prof Engineering Fees	$ 150.00	**BAFO**	$ 150.00
Registered Prof Land Surveyor Fees	$ 150.00	**BAFO**	$ 150.00
Three (3) Man Survey Crew Fees	$ 125.00	**BAFO**	$ 125.00
Computer Tech Fees	$ 85.00	**BAFO**	$ 85.00
Administrative Fees	$ 60.00	**BAFO**	$ 60.00
Research Fees	$ 50.00	**BAFO**	$ 50.00
TOTAL FEE BREAKDOWN			
Subdivision Plat Fee	$ 5,000.00	**BAFO**	$ 5,000.00
Design of Water Distribution System, Sanitary Sewer Collection System, Storm Sewer and Drainage Detention, Erosion Control, Roadway and Parking Lot Fee	$ 37,000.00	**BAFO**	$ 37,000.00
Technical Specifications Fee	$ 5,000.00	**BAFO**	$ 5,000.00
Construction Staking	$ 5,200.00	**BAFO**	$ 5,200.00
TOTAL FEE	**$ 52,200.00**	**BAFO**	**$ 52,200.00**

EXHIBIT "E"

Project: Hidalgo County Primary Care and Substance Abuse Facility

Fee Breakdown

1. Subdivision Plat - $ 5,000.00
2. Design of water distribution system, sanitary sewer collection system, storm sewer and drainage detention, erosion control, roadway and parking lot. - $ 37,000.00
3. Technical Specifications - $ 5,000.00
4. Construction staking - $ 5,200.00

Total fee: $ 52,200.00

EXHIBIT E

-Certificate of Insurance (*Hidalgo County)*

CERTIFICATE OF INSURANCE

This certifies that

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder	Quintanilla, Headly & Associates
Address of policyholder	124 East Stubbs Edinburg, TX 78539
Location of operations	124 East Stubbs Edinburg, TX 78539
Description of operations	

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subje to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
90-63-2329-1L	Comprehensive Business Liability	03-30-2008	03-30-2009	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☒ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury ☐ ☐ ☐			Each Occurrence $ 1,000,000 General Aggregate $ 2,000,000 Products – Completed Operations Aggregate $
	EXCESS LIABILITY	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
90-EJ-3010-1F	☒ Umbrella ☐ Other	03-26-2008	03-26-2009	Each Occurrence $ 1,000,000 Aggregate $
90-L6-9670-5F	Workers' Compensation and Employers Liability	POLICY PERIOD Effective Date: 10-11-2008	POLICY PERIOD Expiration Date: 10-11-2009	Part I - Workers Compensation - Statutory Part II - Employers Liability Each Accident $ 500,000 Disease - Each Employee $ 500,000 Disease - Policy Limit $
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
030 1531 F28 53G	Auto Liability	06-28-2008	12-28-2008	500,000

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

HIDALGO COUNTY
Precinct # 4
Paved/Unpaved Roads

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative
Juan Cazares 10-20-2008
Title Date
Agent
Agent Name
Telephone Number 956-381-0928

Agent's Code Stamp
Agent Code 6720
AFO Code F116

STATE FARM INSURANCE
JUAN CAZARES, AGENT
140[illegible] BLVD
EDINB[illegible]-5668
(956) 381-0928

558-994 a.6 Printed in U.S.A. Rev. 05-09-2006

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2008

PRODUCER
GREG KLEMENT
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Quintanilla, Headley & Associates, Inc.
124 E. Stubbs Street
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: EVANSTON INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	AE816091	09/19/2008	09/19/2009	EACH OCCURRENCE	$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		[X] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
		[X] Professional E&O				PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[X] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

RE: PAVED / UNPAVED ROADS

CERTIFICATE HOLDER

HIDALGO COUNTY PRECINCT 4
ATTN: OSCAR GARZA
1102 N. DOOLITTLE RD.
EDINBURG TX 78541-

CANCELLATION

AI 102649

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2007** concerning engineering for _____
(hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

AI-12023 **20.A.8.**

Administer And Supervise Alcohol Breath Test/Intoxilizer Services
CC REGULAR

Date:	11/04/2008
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Requesting authority to re-advertise a Request For Proposals packet i.e. specifications, requirements, terms, conditions, and draft contract document (previously approved as to form by legal counsel) for: RFP-Technical Supervisor For Alcohol Breath Test Services Program, inasmuch as no responses were received; in addition,
B. Requesting Commissioner's Court, through the County Judge's Office, submit notice to Chief David Baker, Texas Highway Patrol Division of Texas Department of Public Safety to request a state supported Technical Supervisor for Alcohol Breath Testing Services Program for Hidalgo County;
C. Presentation for discussion, consideration and possible action on other options in connection with Technical Supervisory Services for Alcohol Breath Test Services Program for Hidalgo County.

BACKGROUND

1) Present contract does not impose compliance with County's insurance requirements;
2) Vendor is now proposing/requesting an increase on yearly contract amount from $30,000.00 to $50,000.00;
3) Vendor currently services intoxilizer equipment at the County's Adult Dention Facility (County Jail);
4) Current equipments is located at:
a) Hidalgo County Jail (DPS asset);
b) Palm View Police Dept. (Hidalgo Count asset tag);
c) San Juan Police Dept. (Hidalgo County asset tag);
d) Weslaco Police Dept. (DPS asset tag);

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 is $7,500.00 for Breath Test Services as of 10-31-08.

In such event that the new fees are increased as requested/proposed by current vendor, PO would need to be increased and funds would need to be in place, pending CC approval of this item.

Any additional expenses for new equipment would need to be identified through DBM at a later time. As per attached docuementation from vendor and scientific director, equipment needs to be replaced by 2010.

Attachments

Link: EXHIBIT A REQUIREMENTS
Link: EXHIBIT B EVALUATION
Link: DRAFT CONTRACT DOCUMENT
Link: LETTER
Link: LETTER FROM MR. COWAN
Link: ADDITIONAL INFORMATION
Link: DPS NEWS LETTER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2008 02:21 PM	APRV
2	Budget & Management	Veronica Lopez	10/30/2008 02:50 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/31/2008 07:24 AM	APRV
4	Auditor's Office	Linda Fong	10/31/2008 07:35 AM	APRV
Form Started By: Vangie Garcia			Started On: 10/30/2008 09:19 AM	
Final Approval Date: 10/31/2008				

EXHIBIT A

REQUIREMENTS & SCOPE OF SERVICES

RFP NO: 2008-

"CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM"

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM

RFP NO: 2008-

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for a "Certified Technical Supervisor" as listed in specifications to serve as the "Technical Supervisor For Hidalgo County's Alcohol Breath Test Program". The initial term of this contract shall be for one (1) year with Hidalgo County's Commissioners Court sole discretion to extend for two (2) additional one (1) year terms under the same rates, terms and conditions. The scope of the work/services will encompass all aspects of supervision, repair and maintenance of alcohol breath test equipment as further described herein. 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 "Certified Technical Supervisor" to provide the technical, administrative and supervision expertise in safeguarding the scientific integrity of the breath alcohol testing program and to assure the breath alcohol testing program's acceptability for evidential purposes. 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-

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

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following information outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, , 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 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 to contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein as **Exhibit E**) certifying 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. Contactor shall be in good standing with the Texas Comptroller's Office. A Contractor found to not be in good standing with the Texas Comptroller's Office shall be grounds for disqualification of its RFP or may result in termination of an active contract.

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 bid opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to ascertain its proposal is timely stamped and dated 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:
The initial term of the contract shall be for one (1) year with Hidalgo County Commissioners Court sole discretion to extend/renew for two (2) additional one (1) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

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

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with a "Certified Technical Supervisor" meeting the minimum requirements described in 37 Texas Administrative Code, Part 1 Section 19.6 and as stated in this RFP.

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 proposer's credentials, education and experience with other 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 RFP respondent possesses that deem him/her qualified as a certified technical supervisor.

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/REQUIREMENTS:

Hidalgo County is soliciting to contract with a qualified certified technical supervisor who is qualified to provide the technical, administrative and supervision expertise in safeguarding the scientific integrity of the breath alcohol testing program and to assure the breath alcohol testing program's acceptability for evidential purposes. The County currently owns and operates Intoxilyzer 5000s located at the following addresses:

1. One (1) Hidalgo County Jail (Edinburg, Texas)
2. One (1) Palmview Police Department (Palmview, Texas)
3. One (1) San Juan Police Department (San Juan, Texas)
4. One (1) Weslaco Police Department (Weslaco,Texas)

The successful candidate for this RFP shall meet the minimum qualifications for certification as a technical supervisor as described in 37 TAC Part 1 Chapter 19 Requirements for Certification of a Technical Supervisor, which includes but is not limited to:

1. A baccalaureate degree in science from an accredited college or university with at least 18 hours of chemistry, with no more than 8 hours of chemistry at the freshman level.
2. Satisfactory completion of a course of instruction as set froth in 37 TAC Part 1, Chapter 19.5(a)(3) related to Operator Certification.
3. Satisfactory completion of technical supervisor training that is approved by the Scientific Director in accordance with 37 TAC Part 1, Chapter 19.6 (b)(3).
4. Knowledge and understanding of the scientific theory and principles as to the operation of the breath alcohol testing instruments and reference sample devices.
5. Successfully pass the Technical Supervisor certification exam.
6. a clean conviction history in accordance with 37 TAC Part 1, Chapter 19.6 (b)(6).

The successful candidate shall:

1. Be competent in Intoxilyzer ethanol and flow calibration.
2. Provide repair parts at no cost to the County where repair is necessitated by routine wear and tear.
3. Provide the services as required and requested by County.
4. Have knowledge of laws and state regulations pertaining to breath alcohol testing and experience in breath alcohol testing.
5. Meet the requirements set forth in the Texas Breath Alcohol Testing Regulations, meet reporting requirements and providing technical supervisory instruction as necessary.
6. Determine if instrument/equipment by serial number is one of the same manufacturer brand or model designation as shown on the State's scientific director's approved list and meets the criteria for the certification as required by the State Of Texas for the use of the breath testing (Intoxilyzer 5000) services.
7. Satisfactory completion of technical supervisor training that is approved by the scientific director, the content of which shall include, but not be limited to:
    - Advanced survey of current information concerning alcohol and its effects on the human body;

- Operational principles and theories applicable to the program;
- Instrument operations, maintenance, repair and calibration;
- Legal aspects of breath alcohol analysis;
- Principles of instruction;
- Knowledge and understanding of the scientific theory and principles as to the operation of the instrument and reference sample device;

8. Insurance Certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
9. **Be available to testify and give expert testimony on behalf of District Attorney on an "As Needed Basis" and/or "As Required".**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) are to provide a proposed fee on the attached fee schedule based on the scope of services/work requested on a **"Per Machine Basis/Per Location Site".** The County has full discretion to use the services of the successful proposer on an **"as needed basis"** and may not include all breathalyzer equipment owned and/or operated by County.

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.

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 by Hidalgo County Commissioners Court or their representatives. RFP submittal evaluation will 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, scores and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the 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 the Alcohol Breath Test Program for Hidalgo County.

1. **Proposal price for services**: **(35 Points)**
   - In considering the proposal, Hidalgo County reserves the right to select the applicant that is most advantageous/qualified for the Program.

2. **Experience/Qualifications:** **(30 Points)**
Proposer's qualifications (e.g. licenses/certificates). Evidence of Proposer's previous experiences with the services being requested.

3. **Proposer's Responsiveness to the RFP:** **(20 Points)**
- Requested information included and thoroughness of response.
- Understanding and acceptance of the scope of services.
- Acceptance of the RFP and Draft Contract Document.
- Applicable certificates, licenses, permits etc. included in response.
- All RFP Forms completed.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(15 Points)**
The proposer should provide as much background information as to its experiences in providing similar services to other government agencies as described and detailed in specifications /requirements and understanding of commitment to Agency for such services.

NEGOTIATION PROCESS:
Emphasis will be placed on qualifications, experience and capability to perform the services as well as the best proposal that meets the needs of Hidalgo County. Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

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

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, , 2008.**

PROPOSAL FEE SCHEDULE

Proposer(s) are to provide a proposed fee on the attached fee schedule based on the scope of services/work requested on a **"Per Machine Basis/Per Location Site".** The County has full discretion to use the services of the successful proposer on an **"as needed basis"** and may not include all breathalyzer equipment owned and/or operated by County.

Location Of Machines:

1. One (1) Hidalgo County Jail (Edinburg, Texas) $_____
2. One (1) Palmview Police Department (Palmview, Texas) $_____
3. One (1) San Juan Police Department $_____

(San Juan, Texas)

4. One (1) Weslaco Police Department $_____
   (Weslaco, Texas)

Emphasis will be placed on qualifications, experience and capability to perform the services as well as the best proposal that meets the needs of Hidalgo County. Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT B

EVALUATION CRITERIA

RFP NO: 2008-

"CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM"

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the 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 the Alcohol Breath Test Program for Hidalgo County.

1. **Proposal price for services**: **(35 Points)**
    - In considering the proposal, Hidalgo County reserves the right to select the applicant that is most advantageous/qualified for the Program.

2. **Experience/Qualifications: (30 Points)**
   Proposer's qualifications (e.g. licenses/certificates). Evidence of Proposer's
   previous experiences with the services being requested.

3. **Proposer's Responsiveness to the RFP: (20 Points)**
    - Requested information included and thoroughness of response.
    - Understanding and acceptance of the scope of services.
    - Acceptance of the RFP and Draft Contract Document Requirements.
    - Applicable certificates, licenses, permits etc. included in response.
    - All RFP Forms completed.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (15 Points)**
The **"Technical Supervisor"** should provide as much background information as to it's experiences in providing similar services to other government agencies as described and detailed in specifications /requirements and understanding of commitment to Agency for such services.

HIDALGO COUNTY-RFP EVALUATION FORM
"CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM"

Selection Criteria	Points	Score
1. **Proposal price for services**: In considering the proposal, Hidalgo County reserves the right to select the applicant that is most advantageous/qualified for the Program.	**35 Points**	_____

Comments/Rationale For Points:_____

---

2. **Experience/Qualifications:** Proposer's qualifications (e.g. licenses/certificates). Evidence of Proposer's previous experiences with the services being requested.	**30 Points**	_____

Comments/Rationale For Points:_____

---

3. **Proposer's Responsiveness to the RFP:**

Requested information included and thoroughness of response.

- Understanding and acceptance of the scope of services.
- Acceptance of the RFP and Draft Contract Document Requirements.
- Applicable certificates, licenses, permits etc. included in response.
- All RFP Forms completed.

20 Points _____

Comments/Rationale For Points:_____

---

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"**

The **"Certified Technical Supervisor"** should provide as much background information as to it's experiences in providing similar services to other government agencies as described and detailed in specifications /requirements and understanding of commitment to Agency for such services.

15 Points _____

Comments/Rationale For Points:_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this ___day of ____, **2008** by and between the **County of Hidalgo, Texas** ("County"), and_____, _____("Company").

WHEREAS, Company responded to advertised notices for proposals for **ACertified Technical Supervisor"** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, a copy of such specifications and proposal 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 proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in

DRAFT

accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year (Aon an as needed basis@), with the County=s at its sole option to renew/extend for an additional two (2), one year options based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the services and products will meet the specifications. County also reserves the right to continue this proposal for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All 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 employment of Company who operate such 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 vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County

agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable

DRAFT

against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**

DRAFT

Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of_____, **2008.**

HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

Date:_____

ATTEST:

_____ Date:_____
Arturo Guajardo, Jr., County Clerk

DRAFT

Company:_____

By:_____

Printed Name:_____

_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____ Date:_____

DRAFT

EXHIBIT AA@
SPECIFICATIONS

DRAFT

EXHIBIT AB@
VENDOR=S PROPOSAL

DRAFT

EXHIBIT AC@
INSURANCE REQUIREMENTS

DRAFT

Breath Test Services
4309 N. 10th St. Ste F4
McAllen, Texas 78504
Phone: (956) 618-1198

Hidalgo County Judge J.D. Salinas
County Judge Office
100 East Cano Street-2nd Floor
Edinburg, Texas 78539

FEB 01 2008

Dear Judge Salinas,

For over 20 years Breath Test Services has taken care of the alcohol breath testing program for Hidalgo County, as well as for the rest of the Rio Grande Valley. My services include program certification, repair and maintenance of the instrument, court testimony, operator recertification and training. Although I am a private business, my services are provided on behalf and under the direction of the state scientific director. I am the only business in the Rio Grande Valley meeting stringent state requirements and recognized by the state to provide these services. Recently, the scientific director, Mack Cowan, issued a letter requiring the replacement of older breath testing equipment. Currently, Hidalgo County has four Intoxilyzer 5000-68 instruments that will need to be replaced. These instruments are at the following locations: 1) at the Sheriff's office in Edinburg, 2) San Juan PD, 3) Palmview PD, and 4) Weslaco PD. These instruments will need to be replaced by the county by January 2010. My suggestion would be for the county to purchase two new instruments in 2008 and three in 2009. The instrument replacements would also include four simulators. Each instrument has one attached simulator and function as a set. I can provide county purchasing agents with vendor and purchasing information for these instruments and simulators.

Furthermore, my services contract with the county has remained unchanged for the past 10 years. I can no longer afford to continue providing these services to the county at rates set 10 years ago. Enclosed you will find an updated contract with my new service rates for your review. My new service rates are effective April 1, 2008. Please forward my office a signed copy of the contract upon acceptance. I am also enclosing a copy the letter from the scientific director. I look forward to hearing from your office.

Cordially,

Mary Ann Peralez
Breath Test Services

TEXAS DEPARTMENT OF PUBLIC SAFETY

Breath Alcohol Testing Bureau

5805 N LAMAR BLVD PO BOX 4087 MSC 0570 AUSTIN TX 78773

512.424.5202

Email: mack.cowan@txdps.state.tx.us

http://www.txdps.state.tx.us/

THOMAS A. DAVIS, JR.
DIRECTOR

DAVID MCEATHRON
ASST. DIRECTOR

COMMISSION
ERNEST ANGELO, JR.
CHAIRMAN

ALLAN B. POLUNSKY
COMMISSIONER

11/28/07

Dear Technical Supervisors,

No Intoxilyzer 5000-68 should be used for evidential breath alcohol testing after January 2010. Unless another instrument is approved, the only evidential breath alcohol testing instrument that should be used for evidential breath alcohol testing after January 2010 is the Intoxilyzer 5000-68 EN.

The Intoxilyzer 5000-68s are being removed from service because some of its electronic components are no longer in production; however, we currently have enough components on-hand to maintain the instruments through January 2010. Additionally, the instrument's programmable memory is full; if a breath alcohol testing program change or appeals court decision requires an instrument software change, the Intoxilyzer 5000-68s will not be able to accommodate the change.

Sincerely,

J. Mack Cowan

J. Mack Cowan
Scientific Director,
Texas Breath Alcohol Testing Program

Intoxilyzer 5000 Breath Testing Instrument

9/16/2008

Hidalgo County Sheriff Office:

1) Intoxilyzer Model 5000

   DPS Tag No. 395194 Serial No. 68-002689

   Confirmed by: Lt. Ozuna, (956) 383-8114

Weslaco Police Department:

2) Intoxilyzer Model 5000

   DPS Tag No. 192731 Serial No. 68-000426

   Confirmed by: Martha, (956) 968-8591

Palmview Police Department:

3) Intoxilyzer Model 5000

   Historical Cost: $6,314.00

   Acq. Date: 09/16/1997

   Hidalgo County Tag No. 31244 Serial No. 68-002261

   Confirmed by: Chief Barrera, (956) 432-0303

San Juan Police Department:

4) Intoxilyzer Model 5000

   Historical Cost: $6,314.00

   Acq. Date: 09/16/1997

   Hidalgo County Tag No. 31243 Serial No. 68-002226

   Contact: Sgt. Luis Morales, (956) 787-9904

Texas Department of Public Safety

Information for the News Media
Media Relations Office
(512) 424-2080

October 24, 2008

DPS suspends breath test contractor over false inspections

The Texas Department of Public Safety has suspended the certification of an independent contractor who supervised breath alcohol tests for eight law enforcement agencies in the Houston area.

During a routine audit, DPS breath test employees found that electronic records had been altered to make it appear that the technical supervisor had inspected breath test instruments in several locations when the contractor had not in fact examined them to ensure that the calibrations were accurate.

"Once DPS found reason to believe that these records had been altered, we suspended the supervisor's certification and opened up a criminal investigation by the Texas Rangers. We will take other actions as appropriate," said Col. Stan Clark, interim director of the DPS. "These are serious allegations and we will not tolerate any activities that call into question the integrity of the breath test system. I want to emphasize that DPS discovered these irregularities and took immediate action."

The DPS Forensic Breath Alcohol Laboratory regulates the state's breath alcohol testing program. The tests are used to determine the concentration of alcohol in a person's breath, and are used in prosecution of alcohol-related offenses such as driving while intoxicated. Technical supervisors—those who work for DPS and those who are hired by police agencies—are required to inspect each breath test instrument in person at least once per month.

DPS officials believe that the contractor had been falsifying records for up to a year and that at least 2,600 DWI cases could be affected by the falsified inspections. The breath test devices were located at the Clute Police Department, the Friendswood Police Department, the Galveston Police Department, the League City Police Department, the Pearland Police Department, the Seabrook Police Department, the South Houston Police Department and the Webster Police Department.

DPS Breath Test Program officials met with law enforcement agencies and prosecutors in Harris, Galveston and Brazoria counties on Friday to implement appropriate actions.

-MORE-

For a recorded sound bite on this topic, call 512-424-2606
Read about DPS online at www.txdps.state.tx.us

The Forensic Breath Alcohol Laboratory manages the Department's technical supervisors and administratively manages technical supervisors employed by other agencies. The laboratory has certified 380 breath testing instrument locations and 5,600 breath test operators. The laboratory also provides expert testimony as needed in contested criminal, civil and administrative breath test cases.

(PIO 2008-0050)

AI-12012 **20.A.9.**

Survellience Equipment
CC REGULAR

Date:	11/04/2008
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

A. Requesting exception from "Order" approved designating 10-17-08 as deadline for major purchases for the District Clerk's Office for the purchase of survellience equipment, with assurances by the District Clerk's office and vendor that all requested goods and/or services will be received prior to 12-31-08;
B. Presentation for discussion, consideration, acceptance and approval of a proposal received from Calence LLC through the County's participation/membership with (DIR) Department of Information Resource contract #DIR-SDD-580 requisition #142639 in the amount not to exceed $29,046.22

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-090-001-0-XXX

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

BUDGETARY IMPACT:

Funding for this item is pending approval of AI 12013, line item transfer for the District Clerk's office, funds available in object codes 601, 664, 667, 745, & 747 as of 10-31-08.

Object codes were verified with Juan Alvarado from Purchasing and Liz Cano from Auditor's office as per Stephanie Palacios from District Clerk's office.

Attachments

Link: Survellience Equipment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2008 12:35 PM	APRV
2	Budget & Management	Veronica Lopez	10/30/2008 02:07 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/31/2008 08:40 AM	APRV
4	Auditor's Office	Linda Fong	10/31/2008 09:40 AM	APRV
5	Dina Trevino	Dina Trevino	10/31/2008 01:41 PM	APRV
6	Ivan Cantu	Ivan Cantu	10/31/2008 02:04 PM	APRV
7	Linda Fong	Linda Fong	10/31/2008 02:53 PM	APRV

8	Ivan Cantu	Ivan Cantu	10/31/2008 04:08 PM	APRV
9	Linda Fong		10/31/2008 04:43 PM	NEW

Form Started By: Matilde Faz

Started On: 10/29/2008 04:35 PM

Final Approval Date: 10/31/2008

Requisition

Req # 00142639

PO #

Date: 10/29/08

Regular #12017 11/4/08

Bill To: x
x

Vendor : 327913
CALENCE LLC
2712 N. MCCOLL
MCALLEN TX 78501
FAX (408)547-0327

Ship To: DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **STEPHANIE**
956-318-2200

Contract No:

Special Instructions:
REQ. NO: 102908-2

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AS PER STATE OF TEXAS APPROVAL DIR Contract Number: DIR-SDD-580 DO NOT DUPLICATE ORDER		
1.00	EACH	CIVS-MSP-1RU 1RU chassis with the following: Mother board and power supply	2,179.68	2,179.68
3.00	EACH	CIVS-HDD-1000 1 TB SATA Drive for CIVS-MSP Platforms	508.44	1,525.32
1.00	EACH	CIVS-SC-16 Power Cable North America	3.42	3.42
1.00	EACH	CIVS-MS-SW6.0= CIVS-MS Media Server v6.0 Software Only	1,710.00	1,710.00
1.00	EACH	CIVS-OM-SW4.0X= CIVS-OM Extra Operations Manager v4.0 SW Lic. No SmartSearch	570.00	570.00
1.00	EACH	CIVS-MS-10SCFL= 10 Stream Connection Feature License For Media Server	1,852.50	1,852.50
7.00	EACH	CIVS-MS-1SCFL= 1 Stream Connection Feature License For Media Server	185.25	1,296.75
17.00	EACH	CIVS-IPC-2500 Cisco Video Surveillance SD IP Camera, Wired	570.00	9,690.00
17.00	EACH	CIVS-IPC-VT55= Cisco IP Camera Tamron 5-50 mm Varifocal Lens	162.45	2,761.65
1.00	EACH	Install Installation and configuration of quoted equipment.	7,456.90	7,456.90
1.00				.00
		Account No _____	Encumbrance	
			Freight	.00
			Total	29,046.22
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

CALENCE
Insight Networking Solutions™

Jury Project. Rept 1426639

Go DIRect

Address:
1130 Rutherford Lane
Bldg 2, Suite 208
Austin, Texas 78753
Order Phone: 800-369-9130
Order Fax: 512-691-9480

DIR Contract Number: DIR-SDD-580

Note: This quote assumes that the IT department purchased their core surveillance system so only the following items would be needed.

Qty	Part No.	Description	List	Cost	Extended
Video Monitoring Equipment					
1	CIVS-MSP-1RU	1RU chassis with the following: Mother board and power supply	$ 3,824.00	$ 2,179.68	$ 2,179.68
3	CIVS-HDD-1000	1 TB SATA Drive for CIVS-MSP Platforms	$ 892.00	$ 508.44	$ 1,525.32
1	CIVS-SC-16	Power Cable North America	$ 6.00	$ 3.42	$ 3.42
1	CIVS-MS-SW6.0=	CIVS-MS Media Server v6.0 Software Only	$ 3,000.00	$ 1,710.00	$ 1,710.00
1	CIVS-OM-SW4.0X=	CIVS-OM Extra Operations Manager v4.0 SW Lic No SmartSearch	$ 1,000.00	$ 570.00	$ 570.00
1	CIVS-MS-10SCFL=	10 Stream Connection Feature License For Media Server	$ 3,250.00	$ 1,852.50	$ 1,852.50
7	CIVS-MS-1SCFL=	1 Stream Connection Feature License For Media Server	$ 325.00	$ 185.25	$ 1,296.75
17	CIVS-IPC-2500	Cisco Video Surveillance SD IP Camera, Wired	$ 1,000.00	$ 570.00	$ 9,690.00
17	CIVS-IPC-VT55=	Cisco IP Camera Tamron 5-50 mm Varifocal Lens	$ 285.00	$ 162.45	$ 2,761.65
1	Install	Installation and configuration of quoted equipment.	NA	$ 7,456.90	$ 7,456.90
NOTE: ALL Order Forms MUST BE COMPLETELY FILLED OUT AND SUBMITTED WITH ASIGNED PURCHASE ORDER or Order will be delayed....					
DIR Contract Number: DIR-SDD-580			TOTAL FOR THIS ORDER:		$ 29,046.22
Vendor Contact: Tim Fain - (512) 691-2026 - timothy.fain@calence.com			QUOTE NUMBER:		102808TF-3

Ship To:
Noe Lopez
Hidalgo County

Phone
Customer E-Mail Address:

Calence Invoice To:

Phone
Quote Date: 10/28/2008

Matilde Faz

From: Stephanie [Stephanie@co.hidalgo.tx.us]
Sent: Wednesday, October 29, 2008 4:18 PM
To: matilde.faz@co.hidalgo.tx.us; darlene.betancourt@co.hidalgo.tx.us; blanca.mayorga@co.hidalgo.tx.us
Cc: martha.salazar@co.hidalgo.tx.us
Subject: Quote for District Clerk's Office Req# 142639

From: Fain, Timothy [mailto:Timothy.Fain@Calence.com]
Sent: Wednesday, October 29, 2008 5:15 PM
To: Stephanie@co.hidalgo.tx.us
Cc: Berger, Diana
Subject: FW: Quote for District Clerk's Office

Hi Stephanie,

Per our conversation, i have confirmed that these items will ship and be installed and invoiced by end of November (assuming receipt of PO next week).

Please let me know if you have any questions.

Thanks!

TIMOTHY FAIN | Client Advocate | Calence / Insight Networking Solutions | www.calence.com
t. 512.691.2026 **f.** 512.691.9480 timothy.fain@calence.com

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From: Stephanie [mailto:Stephanie@co.hidalgo.tx.us]
Sent: Wednesday, October 29, 2008 5:12 PM
To: Fain, Timothy
Subject: FW: Quote for District Clerk's Office

From: Stan.Ramos [mailto:stan.ramos@co.hidalgo.tx.us]
Sent: Wednesday, October 29, 2008 10:22 AM
To: stephanie@co.hidalgo.tx.us
Subject: FW: Quote for District Clerk's Office

Stan Ramos
Hidalgo County Information Technology
O 956-292-7010
F 956-318-2152
stan.ramos@co.hidalgo.tx.us

From: Fain, Timothy [mailto:Timothy.Fain@Calence.com]
Sent: Wednesday, October 29, 2008 9:12 AM
To: Berger, Diana; stan.ramos@co.hidalgo.tx.us
Cc: Avila, David
Subject: RE: Quote for District Clerk's Office

Hi Stan,

The quote is attached. Please let me know if you have any questions.

Thanks!
Tim

From: Berger, Diana
Sent: Tuesday, October 28, 2008 11:26 PM
To: 'Stan Ramos (stan.ramos@co.hidalgo.tx.us)'
Cc: Avila, David; Fain, Timothy
Subject: Quote for District Clerk's Office

Hi Stan!

Sorry I could not get back to you today. I was in meetings all day long.

With regards to the surveillance quote for the District Clerk's office, Tim will be getting it out on Wed. I didn't realize that he had not been copied on the information that he needed to complete the quote until I asked for the status today so I forwarded him what he needs to finish the quote.

Tim, can you go ahead and send this to Stan since I'll be at the Cisco seminars in McAllen and Harlingen all day on Wed.?

Thanks!

-db-

DIANA BERGER | Account Manager | Calence / Insight Networking Solutions | calence.com
t. 956.451.8628 **f.** 408.547.0327 diana.berger@calence.com

AI-7974 **20.B.1.**

Pct. 1-Invoice No. 08002-Leo L. Rodriguez d/b/a Rodriguez Engineering-C-08-385-09-30
CC REGULAR

Date: 11/04/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice No. 08002 in the amount of $15,483.38 from Leo L. Rodriguez, Jr. d/b/a Rodriguez Engineering, contracted engineer for the "Design Construction and Paving Improvements of Mile 16 from Mile 4 to FM 1015" for Hidalgo County Precinct No. 1 and in connection to (Contract No. C-08-385-09-30).

BACKGROUND

Invoice No. 08002

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for PO #610967 as of 10-30-08 $23,225.06 for Rodriguez Engineering.

Attachments

Link: Invoice No. 08002-Leo L. Rodriguez d/b/a Rodriguez Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2008 10:04 AM	APRV
2	Budget & Management	Veronica Lopez	10/30/2008 10:31 AM	APRV
3	Ivan Cantu	Ivan Cantu	10/30/2008 12:40 PM	APRV
4	Auditor's Office	Linda Fong	10/30/2008 04:14 PM	APRV
5	Joy Hsu	Joy Hsu	10/31/2008 10:21 AM	APRV
6	Linda Fong	Linda Fong	10/31/2008 02:31 PM	APRV
7	Dina Trevino	Dina Trevino	10/31/2008 04:06 PM	APRV
8	Court Administrator	Angela Garcia	10/31/2008 04:30 PM	APRV

Form Started By: Letty Saenz Started On: 02/15/2008 09:50 AM

Final Approval Date: 10/31/2008

Leo L. Rodriguez Jr. d/ba Rodriguez Engineering
P.O. Box 1830
Edinburg, Texas 78540
956-491-1013 Fax: 956-380-2775

Invoice No. 08002

Customer

Name: Hidalgo County Precinct No. 1
Address: 1902 Joe Stephens Avenue
City: Weslaco State: Texas Zip: 78596
Attention: Commissioner Sylvia Handy

Date: October 28, 2008

Project Name: Mile 16
From Mile 4 East to FM 1015

Description

Engineering services rendered for completion for the Design Phase for the Paving Improvements for Mile 16 from Mile 4 East to FM 1015

P.O. # 610967
CONTRACT AMT.: $ 30,966.76

PO#610967 / 8-1336-431-00-121-041-0-731

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Preliminary						
Phase 25%	$ 7,741.69	100%	$ 0.00	$ 7,741.69	$ 0.00	$ 0.00
Design						
Phase 50%	$ 15,483.38	100%	$ 15,483.38	$ 0.00	$ 15,483.38	$ 0.00
Construction						
Phase 25%	$ 7,741.69	0%	$ 0.00	$ 0.00	$ 0.00	$ 7,741.69
Total	$ 30,966.76	75%	$15,483.38	$ 7,741.69	$ 15,483.38	$ 7,741.69

Submitted By: Rodriguez Engineering

INVOICE RECEIVED BY
Noe Montes on 10/28/08
GOODS/SERVICES RECEIVED BY:
Noe Montes on 10/28/08

Office Use Only

We Appreciate Your Business

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

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

FAX COVERSHEET

To: Purchasing Department **From:** Noe Montez

Attn: Letty Saenz

Fax: **Pages:** 2

Phone: **Date:** 10/28/08

Re: **CC:**

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

• **Comments**

Please see attached invoice from Rodriguez Engineering #08002. Please place on the next Commissioners Court meeting for approval for payment.

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

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

AI-12010 **20.B.2.**

Authority to Purchase Five (5) New 2009 F-150 Pickups & (3) New 2009 F-250 Pickup Trucks

CC REGULAR

Date:	11/04/2008
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Requesting authority to purchase Five (5) New 2009 F-150 4 x 4 Pickup Trucks ($121,540.00) and Three (3) New 2009 F-250 4 x 4 Pickup Trucks ($80,412.00) through the County's membership/participation with TASB (Buyboard) awarded vendor: Philpott Motors Inc.-Port Neches, TX.-Contract No. 281-07. Total purchase=$201,952.00

BACKGROUND

Vehicles will be utilized for Road and Bridge and/or Pct 1 Drainage Improvements Needs Project

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1302-431-00-121-051-0-741

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

BUDGETARY IMPACT:

Available Balance as of 10-30-08 $205,000.00.

Attachments

Link: Pct 1 Trucks

Link: Pct 1-Trucks 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2008 11:19 AM	APRV
2	Budget & Management	Veronica Lopez	10/30/2008 12:07 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/30/2008 12:51 PM	APRV
4	Auditor's Office	Linda Fong	10/30/2008 04:19 PM	APRV
5	Dina Trevino	Dina Trevino	10/31/2008 01:38 PM	APRV
6	Linda Fong	Linda Fong	10/31/2008 02:32 PM	APRV

Form Started By: Darlene Betancourt Started On: 10/29/2008 04:10 PM

Final Approval Date: 10/31/2008

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

VEHICLES

BUYBOARD #281-07

End User: HIDALGO COUNTY **Philpott Rep:** ALAN WILEY

Contact: OSCAR GARZA **Date:** 30-Oct-08

Product Description: FORD F250 PICKUP

A. Bid Series: 17 **A. Base Price:** **$ 12,113.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	XL SERIES VINYL SEAT	INCL	W21S	4X4 CREW CAB SHORT BED	$ 6,862.00
	5.4L V8 GAS	INCL		RECEIVER HITCH TUBE	INCL
	MANUAL TRANSMISSION	INCL	213	ELECTRIC 4X4 SHIFT ON THE FLY	$ 173.00
	SINGLE REAR WHEEL	INCL	603A	XLT UPGRADE 2009 MODEL	$ 4,747.00
	SPARE TIRE AND WHEEL	INCL		TILT/CRUISE	INCL
	HEATER/DEFROSTER	INCL		AM-FM CD AND CARPET	INCL
	AM-FM RADIO	INCL		CHROME BUMPERS	INCL
572	A/C	$ 796.00		POWER WINDOWS-LOCKS	INCL
44B	5-SPEED AUTOMATIC	$ 1,188.00		PLEASE CHOOSE EITHER CLOTH	INCL
8DS	FACTORY DESTINATION FUEL	$ 925.00		CAPTAIN CHAIRS OR 40-20-40	INCL
	SURCHARGE AS OF 10-08-07	INCL		SPLIT BENCH SEAT	INCL

Total of B. Published Options: **$ 14,691.00**

C. Unpublished Options [Itemize each below, not to exceed 25%] **$=** 0.0 **%**

Options	Bid Price	Options	Bid Price
THIS QUOTED PRICE IS ONLY GOOD	NOTE		
UNTIL FRIDAY NOVEMBER 14, 2008	NOTE		
ORDER MUST BE PLACED WITH FORD	NOTE		
BY NOON 11-14-08	NOTE		
ESTIMATED DELIVERY IN 90 DAYS	NOTE		

Total of C. Unpublished Options: **$ -**

D. Contract Price Adjustment:

E. Delivery Charges: 0 **miles @ $.93/mile** **$ -**

F. Total of A + B + C + D + E = F **$ 26,804.00**

G. Quantity Ordered 3 **x F =** **$ 80,412.00**

H. BUYBOARD Administrative Fee **$400.00 PER PURCHASE ORDER** **$ 400.00**

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE **$ 80,812.00**

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

VEHICLES

BUYBOARD #281-07

End User: HIDALGO COUNTY **Philpott Rep:** MICHAEL WILEY

Contact: MOISES SALAZAR **Date:** 30-Oct-08

Product Description: 2009 FORD F-150 REGULAR CAB

A. Bid Series: 16 **A. Base Price:** **$ 11,617.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
F12	SHORT BED	INCL	535	TRAILER TOW PACKAGE	$ 328.00
	4.6L 2 VALVE V8	INCL	XH9	LIMITED SLIP 3.73 REAR AXLE	$ 281.00
	4-SPD AUTOMATIC	INCL	W12	SUPERCREW UPGRADE XL PKG	$ 6,405.00
	SPARE TIRE	INCL		POWER WINDOWS LOCKS	INCL
	AM/FM RADIO	INCL		CLOTH AND CARPET	INCL
	40/20/40 VINYL	INCL		NO CRUISE CONTROL	INCL
	3.55 REAR AXLE	INCL			
W14	SUPERCREW 4X4 UPGRADE	$ 4,392.00			
	ELECTRONIC SHIFT ON THE FLY	INCL			
	4.6L 3 VALVE V8	INCL	FDC	FACTORY DESTINATION FUEL	$ 975.00
	6-SPD AUTOMATIC	INCL		SURCHARGE	
413	SKID PLATE PACKAGE	$ 150.00			

Total of B. Published Options: **$ 12,531.00**

C. Unpublished Options [Itemize each below, not to exceed 25%] **$=** 0.3 **%**

Options	Bid Price	Options	Bid Price
		PRE-DELIVERY INSPECTION	$ 80.00

Total of C. Unpublished Options: **$ 80.00**

D. Contract Price Adjustment: ESTIMATED DELIVERY IN 60-90 DAYS **$ -**

E. Delivery Charges: 0 **miles @ $1.50/mile** **$ -**

F. Total of A + B + C + D + E = F **$ 24,228.00**

G. Quantity Ordered 5 **x F =** **$ 121,140.00**

H. BUYBOARD Administrative Fee **$400.00 PER PURCHASE ORDER** **$ 400.00**

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE **$ 121,540.00**

AI-11988 **20.C.1.**

Purchase Two (2) New Trucks for Pct.. 2
CC REGULAR

Date: 11/04/2008
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting authority for Hidalgo County to purchase "Two (2) 2009 Chevrolet 1500 Silverado 4DR Crew-cab Trucks, for Precinct 2, through the County's membership/participation with HGAC (Houston-Galveston) Contract No. VE03-06 awarded vendor Caldwell Country Chevrolet in the amount not to exceed $52,826.00 which includes administration and delivery fees for Hidalgo County Precinct No. 2-Bid No. 2008-397-10-29-sma

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-432-00-122-001-0-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $55,000.00 as of 10/30/08.

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $27,000.00 as of 10/30/08.

Attachments

Link: quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2008 10:53 AM	APRV
2	Budget & Management	Veronica Lopez	10/30/2008 12:04 PM	APRV
3	Dale Kennan	Dale Kennan	10/30/2008 12:38 PM	APRV
4	Auditor's Office	Linda Fong	10/31/2008 07:41 AM	APRV
5	Court Administrator	Angela Garcia	10/31/2008 08:15 AM	APRV
Form Started By: Sandra Montalvo			Started On: 10/29/2008 02:54 PM	

Final Approval Date: 10/31/2008

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	10/29/2008

This Form must be prepared by Contractor and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT2	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	SANDRA MONTALVO	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626	Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	OSCAR.GARZA@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A27	Description:	2009 CHEVROLET 1500 SILVERADO 4DR CREWCAB SWB CC10543

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 26,456.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5.3LV8 FFV	INCL		
AIR CONDITION C67	INCL		
AUTOMATIC M30	INCL		
LOCKING DIFFERENTIAL G80	236		
HD TOW PACKAGE Z82	188		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	424

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FLOOR MATS (2)	40		
ALL OTHER EQPT ON SPEC	INCL		
HIDDEN STROBES/HRACK/RKI BOX C63 OR EQUAL	INCL	Subtotal From Additional Sheet(s):	
		Subtotal C:	40

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	693	5YR/100,000 GM POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL	SAVER PACKAGE	-1500
		Subtotal D:	-807

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 26113

Quantity Ordered:	2	**X Subtotal of A + B + C + D:**	26113	=	**Subtotal E:**	52226

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost		
				Subtotal G:	0

Delivery Date:	STK-45 DAYS APPX	**H. Total Purchase Price (E+F+G):**	52826

AI-12005 **20.C.2.**

Requesting of Payment on Invoice 2595 and Invoice 2582 for R. Gutierrez; Approval of WA#2 with R. Gutierrez

CC REGULAR

Date:	11/04/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Presentation for discussion, consideration, acceptance, and approval of request for payment of Invoice No. 2595 in the amount of $9,600.00 (Phase I ESA & Boundary Survey (Hall Acres Rd.) and Invoice 2582 in the amount of $29,995.71 (Hurricane Dolly Damage Assessment) from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, with authority for Auditor to review and complete processing procedures and County Treasurer to issue checks;
B. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 2 in the amount of $82,124.00 for the "South Tower Estates Subdivision" with R. Gutierrez Engineering to provide engineering services to Hidalgo County Precinct No. 2 in connection with Contract No. C08-381-09-16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-072-0-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
PO 611875 has $40,000.00 available (as of 10-30-08) to pay pending Inv. 2582

FISCAL YEAR: 2008 **ACCT. #:** 8-1334-431-00-122-021-0-719
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
PO 610047 has $9,600.00 available (as of 10-30-08) to pay pending Inv. 2595

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-731 & 734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available balance in objects 731 & 734 is $204,906.41 & $44,509.84 (respectively) as of 10/30/08.

Attachments

Link: Invoice 2595

Link: Invoice 2582

Link: WA 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2008 11:16 AM	APRV
2	Budget & Management	Veronica Lopez	10/30/2008 12:06 PM	APRV
3	Dale Kennan	Dale Kennan	10/30/2008 01:25 PM	APRV
4	Auditor's Office	Linda Fong	10/31/2008 08:12 AM	APRV
5	Dina Trevino	Dina Trevino	10/31/2008 04:24 PM	APRV
6	Court Administrator	Angela Garcia	10/31/2008 04:30 PM	APRV

Form Started By: Rocio Villarreal Started On: 10/29/2008 03:42 PM

Final Approval Date: 10/31/2008

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2595
Wednesday, October 15, 2008

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024a HCP2 Multipurpose Center
Phase I ESA & Boundary Survey (Hall Acres Rd.)

Project Manager: Luis Nava
Professional Services for the Period: 09/16/2008 to 10/15/2008

Billing Group: 01 *Phased Fixed Fee*

Phase I ESA & Boundary Survey (Hall Acres Rd.)

Contract #: *C-08-381-09-16 (WA#1)(PO#610047)*

Billing Fee: $9,600.00

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Topographical Survey	1,200.00	12.50	100.00	1,200.00	0.00	1,200.00
Boundary Survey	2,400.00	25.00	100.00	2,400.00	0.00	2,400.00
Phase I ESA	6,000.00	62.50	100.00	6,000.00	0.00	6,000.00
			Total Phases:			***$9,600.00***

Phase Billing Totals: ***$9,600.00***

Billing Group Subtotal: 9,600.00

Project Totals:

*** ***Total Project Invoice Amount:*** ***$9,600.00***

Ramiro Gutierrez
President

INVOICE RECEIVED BY:
_____ ON 10/16/08
GOODS/SERVICES RECEIVED BY:
_____ ON 10/16/08

610047
8-1334-431-00-122-021-0-719
REQ #140211

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2582
Friday, September 12, 2008

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG07.032k Hurricane Dolly Damage Assessment

Project Manager: Luis Nava
Professional Services for the Period: 08/22/2008 to 09/12/2008

Billing Group: 01 *Fixed Fee*

Hurricane Dolly Damage Assessment

Contract Amount:	$30,000.00
Percent Complete:	99.99%
Fee Earned:	$29,995.71
Prior Fee Billings:	0.00
Current Fee Total:	***$29,995.71***

Billing Group Subtotal: 29,995.71

Project Totals:

****** Total Project Invoice Amount:*** ***$29,995.71***

Ramiro Gutierrez
President

611875
8-1100-415-00-115-072-0-334
Req. #142229

INVOICE RECEIVED BY:
_____ ON 9/12/08
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 9/12/08

Project No.: _____
Project Name: _____

Project Fee Calculator
Contract Rate Schedule (HCP2)

Position/Title	Rate		Hours	Total
Principal	$ 282.92		17.00	$ 5,290.60
Project Manager	$ 202.09		0.00	$ -
Senior Engineer	$ 145.50		0.00	$ -
Engineer	$ 113.17		0.00	$ -
RPLS	$ 113.17		0.00	$ -
Engineer-In-Training	$ 97.00		0.00	$ -
Senior Engineering Technician	$ 84.08		54.00	$ 4,994.35
CADD Design Technician	$ 67.26		0.00	$ -
Survey Crew	$ 137.82		95.00	$ 14,402.19
Clerical	$ 61.44		74.00	$ 5,001.22
TOTAL				**$ 29,688.36**

Mileage	Rate		Miles	Total
Juan F. Uribe	$ 0.450		683	$ 307.35
Luis Nava	$ 0.450		0	$ -
Ramiro Gutierrez	$ 0.450		0	$ -
TOTAL			**683.00**	**$ 307.35**

GRAND TOTAL				**$ 29,995.71**

R. Gutierrez Engineering Corporation

September 12, 2008

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Hurricane Dolly Pavement Damage Inspection Report & Invoice

Dear Commissioner Palacios:

I am submitting two copies of the Hurricane Dolly Pavement Damage Inspection Report along with an invoice for the work. The report details the damage on the existing roads within Hidalgo County Precinct No. 2. However, the data on some main county roads does overlap into the adjacent City limits.

For purposes of clarity, the large amount of data was grouped into individual projects. Each ½ mile county road (ie. Owassa Road, Minnesota Road, Cesar Chavez Road, etc.) is one project and each subdivision is one project. There are a total of 39 projects.

The total monetary damage for pavements is $3,983,834. It is now up to the County FEMA consultants to prepare the applications for requesting this funding for pavement repairs. I will be available to assist these consultants in preparing the applications and to answer any questions they may have.

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 cell phone at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

Attachment(s)
cc: Files

RECEIVED
Yolie Jackson
SEP 12 08
Hidalgo County
PRECINCT #2

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

October 6, 2008

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Work Authorization No. 2 -- South Tower Estates Subdivision – Design
Project No. ENG08.024b

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 2 of the 2008 "On-Call" Engineering Services Contract. This work authorization is for professional services associated with the completion of the upgrading of the streets in the South Tower Estates Subdivision. The work consists of providing preliminary engineering and design services. I have enclosed a copy of the estimated cost for the construction of these five streets included in this work authorization.

If this Work Authorization 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,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

RECEIVED
Yolie Jackson
OCT 17 08
Hidalgo County
PRECINCT #2

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide services for the development of plans, specifications and estimate for the reconstruction and upgrading of existing rural type streets, with open roadside ditches, to streets with curb & gutter and a storm sewer system typical of an urban environment. The work is in the South Tower Estates Subdivision and includes the streets in this subdivision that did not receive funding under the Border Colonia Access Program (BCAP). The streets included in this work authorization are: San Diego Drive, San Bernardino Drive, San Vicente Drive, Santa Barbara Drive and Santa Cruz Drive.

The scope of services to be provided by the **Owner** is identified in **Attachment A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT

Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING
This Work Authorization No. 2 shall be funded through funding source:

Account No. 8-1202-431-00-122-006-0-734

Requisition No. _____ (must be included after CC approval)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 2

ATTACHMENT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

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

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 2

ATTACHMENT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

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

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. **PRELIMINARY PHASE** - GENERAL PROJECT MANAGEMENT AND ADMINISTRATION

II. **DESIGN PHASE** – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANAGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule.

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1) Review, verify and gather data necessary to proceed with design of the project.

2) Obtain geotechnical data for pavement designs; determine subsurface conditions.

4) Engineer will utilize Hidalgo County established Standards and only if necessary and authorized by Owner, develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5) Develop alignments; develop typical sections.

6) Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7) Verify FEMA FIRM zones and requirements.

Right of Way Data

The Engineer shall provide utility and right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify all existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11" X17") with the following information:

    a) Existing and/or proposed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at approximately 1,000 ft. intervals, or at intervals appropriate to suit field conditions, using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include: flow lines and/or top of structures for drain pipes, inlets, manholes, other miscellaneous structures and ditches.

3) Design Centerline. Establish and stake the design centerline.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11" X 17" white paper.

Recognizing that there may be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate an economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provided to the Owner. It is the intent of the Engineer

and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, references to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Services for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric design – horizontal and vertical alignments, intersection geometrics; to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.

3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavement markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1) The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgement/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2) The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3) The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4) Specifications List and general Notes. The Engineer will prepare an applicable specification list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5) Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6) Contract Time Determination Statement. The Engineer will determine the time required for construction of the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

ATTACHMENT "C"

WORK SCHEDULE

	2008				2009							
	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
South Tower Estates Subdivision												
Topographic Survey, Agency Coordination & Preliminary Design												
Detailed Design, Plan Preparation & Construction Bid Documents												

Fee Proposal

TASK	ESTIMATED CONSTRUCTION COST	PROFESSIONAL SERVICES FEE (10.5%)
SOUTH TOWER ESTATES SUBDIVISION		
South Tower Estates Subdivision Paving & Drainage	$977,672	$102,656
TOTAL **	**$977,672**	**$102,656**
Preliminary Phase Services Fee (50% of Total)		**$51,328**
Design Phase Services Fee (30% of Total)		**$30,797**
***** Total Fee Estimate**		**$82,124**

** Total Professional Services Fee Includes Preliminary Design, Design & Construction Services

*** Project includes only Preliminary Design & Design Services

ENGINEER'S ESTIMATE FOR CONSTRUCTION				
PROJECT:	South Tower Estates - REMAINING STREETS			
PROJECT NUMBER:	Eng08.024b			
CLIENT:	Hidalgo County Pct 2			
GENERAL DESCRIPTION:	Street Reconstruction w/ Curb & Gutter			
DATE:	10/6/2008			
SAN DIEGO DRIVE				$ 227,625.60
SAN BERNARDINO DRIVE				$ 248,322.72
SAN VICENTE DRIVE				$ 293,037.36
SANTA BARBARA DRIVE				$ 133,272.00
SANTA CRUZ DRIVE				$ 75,414.12
Roadway Construction Sub-Total				**$ 977,671.80**

ENGINEER'S ESTIMATE FOR CONSTRUCTION

PROJECT: South Tower Estates - SAN DIEGO DRIVE
PROJECT NUMBER: Eng08.024b
CLIENT: Hidalgo County Pct 2
GENERAL DESCRIPTION: Street Reconstruction w/ Curb & Gutter
DATE: 10/6/2008

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	ITEM TOTAL
110	Excavation	1,875.00	CY	$ 7.00	$ 13,125.00
132	Embankment	-	CY	$ 7.00	$ -
164	Cell Fiber Seeding (Temp)(Warm)	1,700.00	SY	$ 0.80	$ 1,360.00
164	Cell Fiber Seeding (Temp)(Cool)	1,700.00	SY	$ 0.80	$ 1,360.00
164	Cell Fiber Seeding (Perm)(Urban)(Clay)	3,400.00	SY	$ 0.80	$ 2,720.00
166	Fertilizer (16-8-8)	0.05	TON	$ 3,000.00	$ 150.00
247	Flexible Base (6")	778.00	CY	$ 20.50	$ 15,949.00
262	Lime Treated Base (6")	5,300.00	SY	$ 3.50	$ 18,550.00
262	Lime for Base (Ty A or B)	30.00	TON	$ 250.00	$ 7,500.00
310	Prime Coat (MC-30)	922.00	GAL	$ 5.00	$ 4,610.00
340	Asph. Conc. Pav. TY"D"	395.00	TON	$ 65.00	$ 25,675.00
402	Trench Excavation Protection	315.00	LF	$ 5.00	$ 1,575.00
464	RCP (CL III) (18")	60.00	LF	$ 38.00	$ 2,280.00
464	RCP (CL III) (24")	850.00	LF	$ 46.00	$ 39,100.00
465	Inlet (Ty A)	4.00	EA	$ 3,200.00	$ 12,800.00
502	Barricades, Signs & Traffic Handling	2.00	MO	$ 1,800.00	$ 3,600.00
529	Concete Valley Gutter	59.00	LF	$ 26.00	$ 1,534.00
529	Concete Curb & Gutter (Ty A)(Barrier)	2,971.00	LF	$ 12.00	$ 35,652.00
530	Driveways (Ty PRB-1)	-	SY	$ 24.00	$ -
530	Driveways (CONCRETE)	-	SY	$ 41.00	$ -
560	Mailboxes (Single)	-	EA	$ 200.00	$ -
644	Small Rdsd Sgn Assm (Ty A)	2.00	EA	$ 450.00	$ 900.00
5249	Temp Sediment Control Fence (Install)	96.00	LF	$ 8.00	$ 768.00
5249	Temp Sediment Control Fence (Remove)	96.0	LF	$ 5.00	$ 480.00
	20% CONTINGENCIES	0.2	%	$ 189,688.00	$ 37,937.60
	Roadway Construction Sub-Total				**$ 227,625.60**

ENGINEER'S ESTIMATE FOR CONSTRUCTION

PROJECT:	**South Tower Estates - SAN BERNARDINO DRIVE**
PROJECT NUMBER:	**Eng08.024b**
CLIENT:	**Hidalgo County Pct 2**
GENERAL DESCRIPTION:	**Street Reconstruction w/ Curb & Gutter**
DATE:	**10/6/2008**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	ITEM TOTAL
110	Excavation	1,823.00	CY	$ 7.00	$ 12,761.00
132	Embankment	-	CY	$ 7.00	$ -
164	Cell Fiber Seeding (Temp)(Warm)	1,657.50	SY	$ 0.80	$ 1,326.00
164	Cell Fiber Seeding (Temp)(Cool)	1,657.00	SY	$ 0.80	$ 1,325.60
164	Cell Fiber Seeding (Perm)(Urban)(Clay)	3,315.00	SY	$ 0.80	$ 2,652.00
166	Fertilizer (16-8-8)	0.05	TON	$ 3,000.00	$ 150.00
247	Flexible Base (6")	760.00	CY	$ 20.50	$ 15,580.00
262	Lime Treated Base (6")	5,140.00	SY	$ 3.50	$ 17,990.00
262	Lime for Base (Ty A or B)	26.00	TON	$ 250.00	$ 6,500.00
310	Prime Coat (MC-30)	385.00	GAL	$ 5.00	$ 1,925.00
340	Asph. Conc. Pav. TY"D"	385.00	TON	$ 65.00	$ 25,025.00
402	Trench Excavation Protection	283.00	LF	$ 5.00	$ 1,415.00
464	RCP (CL III) (18")	60.00	LF	$ 38.00	$ 2,280.00
464	RCP (CL III) (24")	1,180.00	LF	$ 46.00	$ 54,280.00
465	Inlet (Ty A)	6.00	EA	$ 3,200.00	$ 19,200.00
502	Barricades, Signs & Traffic Handling	2.00	MO	$ 1,800.00	$ 3,600.00
529	Concete Valley Gutter	120.00	LF	$ 26.00	$ 3,120.00
529	Concete Curb & Gutter (Ty A)(Barrier)	2,960.00	LF	$ 12.00	$ 35,520.00
530	Driveways (Ty PRB-1)	-	SY	$ 24.00	$ -
530	Driveways (CONCRETE)	-	SY	$ 41.00	$ -
560	Mailboxes (Single)	-	EA	$ 200.00	$ -
644	Small Rdsd Sgn Assm (Ty A)	3.00	EA	$ 450.00	$ 1,350.00
5249	Temp Sediment Control Fence (Install)	72.00	LF	$ 8.00	$ 576.00
5249	Temp Sediment Control Fence (Remove)	72.0	LF	$ 5.00	$ 360.00
	20%-CONTINGENCIES	0.2	%	$ 206,935.60	$ 41,387.12
	Roadway Construction Sub-Total				**$ 248,322.72**

ENGINEER'S ESTIMATE FOR CONSTRUCTION

PROJECT:	**South Tower Estates - SAN VICENTE DRIVE**
PROJECT NUMBER:	**Eng08.024b**
CLIENT:	**Hidalgo County Pct 2**
GENERAL DESCRIPTION:	**Street Reconstruction w/ Curb & Gutter**
DATE:	**10/6/2008**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	ITEM TOTAL
110	Excavation	2,150.00	CY	$ 7.00	$ 15,050.00
132	Embankment	-	CY	$ 7.00	$ -
164	Cell Fiber Seeding (Temp)(Warm)	1,954.00	SY	$ 0.80	$ 1,563.20
164	Cell Fiber Seeding (Temp)(Cool)	1,954.00	SY	$ 0.80	$ 1,563.20
164	Cell Fiber Seeding (Perm)(Urban)(Clay)	3,908.00	SY	$ 0.80	$ 3,126.40
166	Fertilizer (16-8-8)	0.05	TON	$ 3,000.00	$ 150.00
247	Flexible Base (6")	895.00	CY	$ 20.50	$ 18,347.50
262	Lime Treated Base (6")	6,055.00	SY	$ 3.50	$ 21,192.50
262	Lime for Base (Ty A or B)	32.00	TON	$ 250.00	$ 8,000.00
310	Prime Coat (MC-30)	1,056.00	GAL	$ 5.00	$ 5,280.00
340	Asph. Conc. Pav. TY"D"	452.00	TON	$ 65.00	$ 29,380.00
402	Trench Excavation Protection	861.00	LF	$ 5.00	$ 4,305.00
464	RCP (CL III) (18")	90.00	LF	$ 38.00	$ 3,420.00
464	RCP (CL III) (24")	1,420.00	LF	$ 46.00	$ 65,320.00
465	Inlet (Ty A)	6.00	EA	$ 3,200.00	$ 19,200.00
502	Barricades, Signs & Traffic Handling	2.00	MO	$ 1,800.00	$ 3,600.00
529	Concete Valley Gutter	-	LF	$ 26.00	$ -
529	Concete Curb & Gutter (Ty A)(Barrier)	3,494.00	LF	$ 12.00	$ 41,928.00
530	Driveways (Ty PRB-1)	-	SY	$ 24.00	$ -
530	Driveways (CONCRETE)	-	SY	$ 41.00	$ -
560	Mailboxes (Single)	-	EA	$ 200.00	$ -
644	Small Rdsd Sgn Assm (Ty A)	2.00	EA	$ 450.00	$ 900.00
5249	Temp Sediment Control Fence (Install)	144.00	LF	$ 8.00	$ 1,152.00
5249	Temp Sediment Control Fence (Remove)	144.0	LF	$ 5.00	$ 720.00
	20% CONTINGENCIES	0.2	%	$ 244,197.80	$ 48,839.56
	Roadway Construction Sub-Total				**$ 293,037.36**

ENGINEER'S ESTIMATE FOR CONSTRUCTION

PROJECT: South Tower Estates - SANTA BARBARA DRIVE
PROJECT NUMBER: Eng08.024b
CLIENT: Hidalgo County Pct 2
GENERAL DESCRIPTION: Street Reconstruction w/ Curb & Gutter
DATE: 10/6/2008

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	ITEM TOTAL
110	Excavation	1,529.00	CY	$ 7.00	$ 10,703.00
132	Embankment	-	CY	$ 7.00	$ -
164	Cell Fiber Seeding (Temp)(Warm)	1,390.00	SY	$ 0.80	$ 1,112.00
164	Cell Fiber Seeding (Temp)(Cool)	1,390.00	SY	$ 0.80	$ 1,112.00
164	Cell Fiber Seeding (Perm)(Urban)(Clay)	2,780.00	SY	$ 0.80	$ 2,224.00
166	Fertilizer (16-8-8)	0.05	TON	$ 3,000.00	$ 150.00
247	Flexible Base (6")	668.00	CY	$ 20.50	$ 13,694.00
262	Lime Treated Base (6")	4,518.00	SY	$ 3.50	$ 15,813.00
262	Lime for Base (Ty A or B)	25.00	TON	$ 250.00	$ 6,250.00
310	Prime Coat (MC-30)	788.00	GAL	$ 5.00	$ 3,940.00
340	Asph. Conc. Pav. TY"D"	338.00	TON	$ 65.00	$ 21,970.00
402	Trench Excavation Protection	-	LF	$ 5.00	$ -
464	RCP (CL III) (18")	-	LF	$ 38.00	$ -
464	RCP (CL III) (24")	-	LF	$ 46.00	$ -
465	Inlet (Ty A)	-	EA	$ 3,200.00	$ -
502	Barricades, Signs & Traffic Handling	2.00	MO	$ 1,800.00	$ 3,600.00
529	Concete Valley Gutter	-	LF	$ 26.00	$ -
529	Concete Curb & Gutter (Ty A)(Barrier)	2,406.00	LF	$ 12.00	$ 28,872.00
530	Driveways (Ty PRB-1)	-	SY	$ 24.00	$ -
530	Driveways (CONCRETE)	-	SY	$ 41.00	$ -
560	Mailboxes (Single)	-	EA	$ 200.00	$ -
644	Small Rdsd Sgn Assm (Ty A)	2.00	EA	$ 450.00	$ 900.00
5249	Temp Sediment Control Fence (Install)	-	LF	$ 8.00	$ -
5249	Temp Sediment Control Fence (Remove)	144.0	LF	$ 5.00	$ 720.00
	20% CONTINGENCIES	0.2	%	$ 111,060.00	$ 22,212.00
	Roadway Construction Sub-Total				**$ 133,272.00**

ENGINEER'S ESTIMATE FOR CONSTRUCTION

PROJECT:	**South Tower Estates - SANTA CRUZ DRIVE**
PROJECT NUMBER:	**Eng08.024b**
CLIENT:	**Hidalgo County Pct 2**
GENERAL DESCRIPTION:	**Street Reconstruction w/ Curb & Gutter**
DATE:	**10/6/2008**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	ITEM TOTAL
110	Excavation	900.00	CY	$ 7.00	$ 6,300.00
132	Embankment	-	CY	$ 7.00	$ -
164	Cell Fiber Seeding (Temp)(Warm)	818.00	SY	$ 0.80	$ 654.40
164	Cell Fiber Seeding (Temp)(Cool)	818.00	SY	$ 0.80	$ 654.40
164	Cell Fiber Seeding (Perm)(Urban)(Clay)	1,636.00	SY	$ 0.80	$ 1,308.80
166	Fertilizer (16-8-8)	0.05	TON	$ 3,000.00	$ 150.00
247	Flexible Base (6")	358.00	CY	$ 20.50	$ 7,339.00
262	Lime Treated Base (6")	2,415.00	SY	$ 3.50	$ 8,452.50
262	Lime for Base (Ty A or B)	14.00	TON	$ 250.00	$ 3,500.00
310	Prime Coat (MC-30)	420.00	GAL	$ 5.00	$ 2,100.00
340	Asph. Conc. Pav. TY"D"	182.00	TON	$ 65.00	$ 11,830.00
402	Trench Excavation Protection	-	LF	$ 5.00	$ -
464	RCP (CL III) (18")	-	LF	$ 38.00	$ -
464	RCP (CL III) (24")	-	LF	$ 46.00	$ -
465	Inlet (Ty A)	-	EA	$ 3,200.00	$ -
502	Barricades, Signs & Traffic Handling	2.00	MO	$ 1,800.00	$ 3,600.00
529	Concete Valley Gutter	-	LF	$ 26.00	$ -
529	Concete Curb & Gutter (Ty A)(Barrier)	1,338.00	LF	$ 12.00	$ 16,056.00
530	Driveways (Ty PRB-1)	-	SY	$ 24.00	$ -
530	Driveways (CONCRETE)	-	SY	$ 41.00	$ -
560	Mailboxes (Single)	-	EA	$ 200.00	$ -
644	Small Rdsd Sgn Assm (Ty A)	2.00	EA	$ 450.00	$ 900.00
5249	Temp Sediment Control Fence (Install)	-	LF	$ 8.00	$ -
5249	Temp Sediment Control Fence (Remove)	-	LF	$ 5.00	$ -
	20% CONTINGENCIES	0.2	%	$ 62,845.10	$ 12,569.02
	Roadway Construction Sub-Total				**$ 75,414.12**

AI-11975 **20.D.1.**

Precinct No. 3 "Hauling Services of Crushed Caliche"
CC REGULAR

Date:	11/04/2008
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Requesting authority to advertise request for sealed bids with approval of procurement packet (i.e. specifications and draft contract document) as attached hereto for: Hidalgo County Precinct No. 3 - "Hauling Service of Crushed Caliche" (Bid No. 2008-418)

BACKGROUND

see attached specifications and draft contract
Proposed Schedule of Events:
1st advertisement: November 08, 2008
2nd advertisement: November 15, 2008
Bid Opening Date: November 26, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-346

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

BUDGETARY IMPACT:

Available balance as of 10/31/08 $5,000.00.

Services will be requested on an "As Needed" basis.

Attachments

Link: dept spec aprpoval
Link: draft specs b pge
Link: draft contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2008 10:52 AM	APRV
2	Budget & Management	Veronica Lopez	10/30/2008 12:03 PM	APRV
3	Erika Reyna	Erika Reyna	10/31/2008 08:41 AM	APRV
4	Auditor's Office	Linda Fong	10/31/2008 09:46 AM	APRV
5	Court Administrator	Angela Garcia	10/31/2008 09:58 AM	APRV

Form Started By: Yvette Islas

Started On: 10/29/2008 01:28 PM

Final Approval Date: 10/31/2008

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **Joe Flores, Commissioner, Precinct No. 3**

ATTN: **Mingo Villarreal**
Norma Ceballos

FROM: Yvette Islas, Buyer
Purchasing Department

DATE: October 23, 2008

RE: Approval of DRAFT specifications for: RFB No. 08-418-00-00-YSI
"HAULING SERVICES OF CRUSHED CALICHE"

Please review the attached draft specifications for your precinct for the above referenced project. Please sign off to indicate your approval, disapproval, or add information if needed to these draft specifications and remit your response to the Purchasing Department no later than **Friday, October 31, 2008, 1:30 pm.**
Should you have any questions, please do not hesitate to call me at (956) 318-2626 Thank you for your assistance.

✓ _____ APPROVAL OF SPECIFICATIONS

_____ DISSAPPROVAL OF SPECIFICATIONS

~~8-1203-431-00-123-0-346~~ BUDGET ACCOUNT #
8-1203-431-00-123-0-346

Add additional information to the bid packet: _____

_____

_____

_____

_____

_____ _____ _____
AUTHORIZED SIGNATURE PRINTED NAME DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

E-MAILED
10/23/08

EXHIBIT "A"

HIDALGO COUNTY - PRECINCT # 3
"HAULING SERVICES OF CRUSHED CALICHE"
BID NO: 08-418-00-00-ysi

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS AND CONDITIONS

SCOPE OF SERVICES:

1. The requirements services contract will encompass all project-related hauling crushed caliche for the County of Hidalgo Precinct 3 including, but not limited to, the following:

2. Hauling services will be on an **as needed basis only.**

3. Crushed caliche will be hauled from awarded vendor **a) – Frontera Materials** contract number

   E-08-084B-01-30 at pit location as follows:

   a.) REAVIS PIT: Address: 13665 FM 2221, La Joya, Texas

4. Bid price must be on a **per ton basis.**

5. 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.

6. The contract shall be for a period of one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions. The new contract will not take effect until the last day of the existing contract. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for new contract term.

7. Hauling of crushed caliche will be done by Precinct # 3 forces along with awarded vendor, when required.

8. Hidalgo County - Precinct No. 3- Requires a minimum of **6 hauling trailers** that will be **available** on daily basis for this bid project to please note the make, year, model and capacity of your hauling trucks on attached **Exhibit "D"**.

9. Hidalgo County - Precinct No. 3 - Requires the minimum of five (5) vendor owned trucks (proof of ownership (title) shall be furnished with bid) to be available on a daily basis.

DRAFT

10. The Bidder awarded the contract shall not engage the services of a subcontract without 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").

11. **Insurance (requirements) certificates** must be submitted to Precinct 3 with copies to the Purchasing Department for approval prior to any services being performed which is applicable to both the awarded bidder and the subcontractor in accordance to **Exhibit "C" attached**.

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

13. All costs expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

14. Hidalgo County has the authority to utilize cooperative purchasing participation and/or State Contracts when ever it is in the County's best interest to do so.

15. 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.

16. **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.

DRAFT

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

17. Vendors submitting bid must possess all applicable permits and licenses required for the hauling of crushed caliche.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, Month day, 2008 at 5:00 p.m. at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M. Friday, Month day, 2008.

DRAFT

EXHIBIT "B"

BID FORM

HIDALGO COUNTY PRECINCT No. 3
"HAULING SERVICES OF CRUSHED CALICHE"
BID NO: 08-418-00-00-ysi

Part I. AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS.

SAMPLE:	*$ 3.00*	*25%*	*.75*
Location of Plant/ Road Materials	**Total Cost Per Ton:**	**Fuel Costs Percentage Per Ton:**	**Current / Base Fuel Cost**
Frontera Materials – Reavis Pit			
13665 FM 2221, LaJoya, Texas			
Crushed Caliche	**$**	**%**	**$**

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 3

At the time of bid opening South Texas was to experiencing high fuel prices. Therefore, Hidalgo County Precinct No. 3 is requesting pricin adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for the Monday before bid opening, 2008. For each 10% (increase o decrease) in the OPIS Index of the Monday, before bid opening, 2008 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will b adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected a follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 3 will only honor the change if a cop of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 3 reserves the right t independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

BIDDER/COMPANY NAME : _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE AND FAX No: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DRAFT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-418-00-00

THIS CONTRACT is made and entered into this_____day of_____, **2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "_____" of _____ (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 agree that this Contract is entered into in order to provide the Services to locations at _____. 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

DRAFT

Specifications within **Hidalgo County** following a request for Services by the **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning_____ and ending on_____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

DRAFT

coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____
_____

DRAFT

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 200___.

Approved by Commissioners' Court on, _____day of _____, 200___.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

DRAFT

AI-10053 **20.E.1.**

Purchase of (5) New Heavy Equipment (2)-Excavators, (2)-Backhoe, (1) Dozer

CC REGULAR

Date:	11/04/2008
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal(s) from Holt Cat, Weslaco, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 to purchase Five (5) New Heavy Equipment to include but not limited to the following (1) 324 DL LRF Excavator; (1) 330DL Excavator; (2) 420E-CAB 4E Backhoe Loaders; (1) D6N Dozer Track Type Tractor in the amount of $907,513.00 price includes Buyboard Pricing, Fees and delivery. Project #2008-439 DIP-4, Precinct#4.

BACKGROUND

As reviewed and approved by Commissioner Garza and George Guerra, Director. Appropriation of funds will be transferred by Budget.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-124-029-0-742

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

BUDGETARY IMPACT:

Funding pending approval of AI#12055.

Available balance as of 10-31-08 $16,033.99

Attachments

Link: 08-439

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2008 10:17 AM	APRV
2	Budget & Management	Veronica Lopez	10/30/2008 10:32 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/31/2008 10:46 AM	APRV
4	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Oscar Garza Started On: 07/03/2008 03:40 PM

Final Approval Date: 10/31/2008

PRECINCT #4
SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT

DATE: October 29, 2008
RE: Purchase of Heavy Equipment

DESCRIPTION	QTY	BUYBOARD QUOTE Reference # 268-07	STANDARD WARRANTY	EXTENDED WARRANTY 36 Months/5,000 Hours Premium ESC	Total including Extended Warranty
324DL LRF Excavator	1	$ 222,700.00	6-mos/Unlimited Hrs.	$4,000.00	$ 226,700.00
330DL Excavator	1	$ 289,815.00	6-mos/Unlimited Hrs.	$4,600.00	$ 294,415.00
420E- CAB 4E Backhoe Loader	2	$ 80,100.00 per unit $ 80,100.00 per unit $160,200.00	12-mos/Unlimited Hrs.	$2,100.00 per unit $2,100.00 per unit $ 4,200.00	$164,400.00
D6N Track Type Tractor	1	$215,798.00	6-mos/Unlimited Hrs.	$6,200.00	$221,998.00
Total Amount		$888,513.00		$19,000.00	$ 907,513.00

APPROVE: _____ DISAPPROVE: _____

BY: _____
Commissioner Pct. #4

By: _____
George Guerra, Director

Austin • Corpus Christi • Dallas • Fort Worth • Irving • Laredo • Longview • San Antonio • Nash • Tyler • Victoria • Waco • Weslaco

10/17/2008

HIDALGO COUNTY PCT 4 0562650 #G11580593
1102 N DOOLITTLE RD
EDINBURG 78541-8600

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,
Gerry S Dreyer
Account Sales Representative

(1) CATERPILLAR INC 324DL LRF EXCAVATOR
MACHINE SPECIFICATIONS
Machine ID: HLK011323 Serial: SMU: 0

Description
324DL HYDRAULIC EXCAVATOR
TRACK, 32" TRIPLE GROUSER
LONG REACH FRONT
POWER SUPPLY, 12V-10A
GUARD, BOTTOM HEAVY DUTY
GUARD, VANDALISM
GUARD, TRACK GUIDING
BUMPER, SIDE, RUBBER
CHANGER, HAND CONTROL PATTERN
PEDAL, STRAIGHT TRAVEL
SEAT, H-BACK, W/HEATER, S/AIR
CAT PRODUCT LINK 321SR
COOLING, HIGH AMBIENT
STARTING, COLD WEATHER
PACK, DOMESTIC TRUCK HEX
CERT EMISSIONS, EPA
BUCKET, 60" (DC)

QUOTE GRAND TOTAL	BUYBOARD QUOTE	USD $ 226,700

HOLTCAT REFERENCE NUMBER 268-07

WARRANTY
Caterpillar Standard New Machine Warranty - 6 Months/Unlimited Hours
Caterpillar Extended New Machine Coverage - 36 Months/5,000 Hours PREMIER ESC

F.O.B./TERMS
Weslaco, Texas

Austin • Corpus Christi • Dallas • Fort Worth • Irving • Laredo • Longview • San Antonio • Nash • Tyler • Victoria • Waco • Weslaco

10/17/2008

HIDALGO COUNTY PCT 4 0562650 #G11580594
1102 N DOOLITTLE RD
EDINBURG 78541-8600

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Thank You,
Gerry S Dreyer
Account Sales Representative

(1) CATERPILLAR INC 330DL EXCAVATOR

MACHINE SPECIFICATIONS

Machine ID: HLK011157 Serial: 0MWP03300 SMU: 0

Description

330DL HYDRAULIC EXCAVATOR MA-5
*330DL HYDRAULIC EXCAVATOR
*GUARD, VANDALISM
*GUARD, BOTTOM HEAVY DUTY
*CHANGER, HAND CONTROL PATTERN
*GUARD, TRACK GUIDING
*STARTING AID, COLD WEATHER
*PEDAL, STRAIGHT TRAVEL
*BUMPER, SIDE, RUBBER
*POWER SUPPLY, 12V-10A
TRACK, 32" TRIPLE GROUSER
STICK, 10'06"DB
LINKAGE, BUCKET, DB-FAMILY
ANTIFREEZE, -50C (-58F)
CAT PRODUCT LINK 321SR
BOOM HD, R-REACH (21'4")
CERT EMISSIONS, EPA
BUCKET, 60" 2.45 CYD (HD)
TIP, PENETRATION PLUS
36 " 1.25 (HD) BUCKET
60" DITCH CLEANING
BUCKET

QUOTE GRAND TOTAL **BUYBOARD QUOTE** **USD $ 294,415**

HOLTCAT REFERENCE NUMBER 268-07

WARRANTY

Caterpillar Standard New Machine Warranty - 6 Months/Unlimited Hours
Caterpillar Extended New Machine Coverage - 36 Months/5,000 Hours PREMIER ESC

F.O.B./TERMS

Weslaco, Texas

Austin • Corpus Christi • Dallas • Fort Worth • Irving • Laredo • Longview • San Antonio • Nash • Tyler • Victoria • Waco • Weslaco

10/17/2008

HIDALGO COUNTY PCT 4 0562650
1102 N DOOLITTLE RD
EDINBURG 78541-8600

#G11580592

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,
Gerry S Dreyer
Account Sales Representative

(1) CATERPILLAR INC 420E CAB4E BACKHOE LOADER
MACHINE SPECIFICATIONS
Machine ID: HLK011360 Serial: SMU: 0

Description

420E BHL ST ACERT TIER 3
CAB, DELUXE W/AC
BUCKET, 1.5 CYD GP
CUTTING EDGE, TWO PIECE,WIDE
HYDRAULICS, LOADER, GP
E-STICK
BELT, SEAT, 2" SUSPENSION
COUNTERWEIGHT, 1075 LBS
STABILIZER PADS,FLIP W/GUARD
MANUALS, ENGLISH
PLATE GROUP - BOOM WEAR
LOCK, VANDALISM
HYDRAULICS, BH, 5 FUNCTION
POWERTRAIN,93 HP,4WD,STD SHIFT
TIRES 4WD BIAS FIRESTONE
INSTRUCTIONS, ANSI
BUCKET 24", 8.5 CFT HC SOIL
48" DITCH CLEANING BUCKET

QUOTE GRAND TOTAL	**BUYBOARD QUOTE**	**USD $ 82,200**
		X 2
		TOTAL $ 164,400

HOLTCAT REFERENCE NUMBER 268-07

WARRANTY
Caterpillar Standard New Machine Warranty - 12 Months/Unlimited Hours
Caterpillar Extended PREMIER ESC Coverage - 36 Months/5,000 Hours

F.O.B./TERMS
Weslaco, Texas

10/28/2008

HIDALGO COUNTY PCT 4 0562650
1102 N DOOLITTLE RD
EDINBURG 78541-8600

#G11580603

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,
Gerry S Dreyer
Account Sales Representative

(1) CATERPILLAR INC D6N TRACK TYPE TRACTOR

MACHINE SPECIFICATIONS
Machine ID: HLK010645 **Serial: 0DJA01021** **SMU: 4**

Description
D6N XL TRACTOR, MA 1
*D6N XL TRACTOR
*HYDRAULICS, 4 VALVE, 6VPAT
*COVER, CONSOLE,
LIGHTS, FOUR, CAB MOUNTED
SWEEPS, CAB
OIL CHANGE SYSTEM, HIGH SPEED
GUARD, TRACK GUIDING, CENTER
6VPAT XL BULLDOZER, COMPLETE
ANTIFREEZE, -50C (-58F)
CATERPILLAR PRODUCT LINK 321

QUOTE GRAND TOTAL	BUYBOARD QUOTE	USD $ 221,998

HOLTCAT REFERENCE NUMBER 268-07

WARRANTY
Caterpillar Standard New Machine Warranty - 6 Months/Unlimited Hours
Caterpillar Extended Premier ESC Coverage - 36 Months/5,000 Hours

F.O.B./TERMS
Weslaco, Texas

AI-12034 **20.E.2.**

Pct. 4-Professional Engineering & Surveying Svc Agrmnt-QHA-C-08-415-11-04 & C-08-433-11-04-Paved/Un-Paved Co Rd Projects

CC REGULAR

Date:	11/04/2008
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

A. Requesting approval of a Professional Engineering Services Agreement with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for the purposes of "PAVED/UN-PAVED ROAD CONSTRUCTION/DRAINAGE PROJECTS" (on an as needed basis) for HIDALGO COUNTY PRECINCT NO. 4 (as selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 10/14/08 for negotiation of the contract with DOS LOGISTICS, INC and as approved by legal counsel to proceed with final execution of contract). C-08-415-11-04
B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of $ 710.00 with QUINTANILLA, HEADLEY & ASSOCIATES, INC. to provide "engineering services" in connection with Contract No. C-08-415-11-04
- "PAVED/UN-PAVED ROAD CONSTRUCTION/DRAINAGE PROJECTS" (on an as needed basis) for (RENA RAE SUBDIVISION) within Hidalgo County Precinct No. 4
C. Requesting approval of a Professional Surveying Services Agreement with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for the purposes of "PAVED/UN-PAVED COUNTY ROADS PROJECTS" (on an as needed basis) for HIDALGO COUNTY PRECINCT NO. 4 (as selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 10/21/08 for negotiation of the contract with QUINTANILLA, HEADLEY & ASSOCIATES, INC. and as approved by legal counsel to proceed with final execution of contract). C-08-433-11-04

BACKGROUND

Contract No. C-08-415-11-04-Engineering & Work Authorization No. 1

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Available balance in Object Code as of 10-31-08:
334-->$ 6,400.00
339-->$ 2,600.00
731-->$202,808.85
734-->$114,329.88

Attachments

Link: Prof Eng Agrement-QHA-C-08-415-11-04

Link: Prof Surveying Agrmnt-QHA-C-08-433-11-04

Link: WA#1-C-08-415-11-04-QHA-Rena Rae Subd

Link: Memo-Pct 4-WA#1-C-08-415-11-04

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/31/2008 10:59 AM	APRV
2	Budget & Management	Veronica Lopez	10/31/2008 12:14 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/31/2008 01:31 PM	APRV
4	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Letty Saenz Started On: 10/30/2008 12:49 PM

Final Approval Date: 10/31/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-08-415-11-04

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Quintanilla, Headley & Associates, Inc.** professional engineers of **Edinburg, Texas**, hereinafter called the "**Engineer**".

WITNESSETH:

Whereas, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for "**Paved and Un-Paved Road Construction/Drainage Projects**" (**On An As Needed Basis**) projects for **Hidalgo County Precinct Number 4** hereinafter referred to as the "**Project**).

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

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

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

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

2.2 Classification of Services For this Agreement, the professional services to be provided by the

Engineer, as more particularly identfied in **EXHIBIT "B"**, attached hereto.

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

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

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

3.1 Termination Date. This Agreement shall be for a period of **one (1) year** ; (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the

Engineer, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

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

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

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

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

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

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

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

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

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

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this

Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

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

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

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

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

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

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

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

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

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

5.1 *Services*. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services*. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

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

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

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

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

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

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing.

About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner. 6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

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

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

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

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

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

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

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

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

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work**

Authorization document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

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

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

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

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the

Termination Date identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

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

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

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

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional

compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

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

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

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

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

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if th **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing

signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

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

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

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

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

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

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

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

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

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to

the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees

to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

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

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

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

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

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

17.3 Warranties.

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

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

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among

engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

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

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

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

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

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

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

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the

Project. Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

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

and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

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

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

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

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

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

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

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said

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

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

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage , brokerage fee, gift or contingent fee.

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

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

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

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

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

OWNER:	**ENGINEER:**
Hidalgo County **100 E. Cano, 2nd, Floor** **Edinburg, Texas 78539**	**Quintanilla, Headley & Associates, Inc.** **124 East Stubbs Street** **Edinburg, Texas 78539**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

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

(g) The Agreement shall be construed under the laws of the State of Texas and is

performable in Hidalgo County, Texas.

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

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

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2008.**

ENGINEER:
QUINTANILLA, HEADLEY & ASSOCIATES, INC.

BY:_____
Alfonso Quintanilla, P.E., R.P.L.S.

OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on _____, 2008.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

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

EXHIBIT A

-Scope of Services to be Provided by the Owner

Exhibit "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project.

General

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 6 of this Agreement.

3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.

4) Provide any available relevant data the Owner may have on file concerning the project.

5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreement upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.

6) Attend and participate in progress meetings as required and as coordination and conducted by the Engineer.

7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

EXHIBIT B

-Scope of Services to be
Provided by the Engineer

EXHIBIT "D"

Engineer's Hourly Rates

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Engineering

1. Registered Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT C

-Work Schedule

EXHIBIT "C"

Work Schedule

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

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

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

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "D"

Engineer's Hourly Rates

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Engineering

1. Registered Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Professional Engineering Services
Contract # _____
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No.** ___.

HIDALGO COUNTY COMMISSIONER PCT. ___

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2006.

THE ENGINEER:

_____

By: Engineer

THE OWNER:
HIDALGO COUNTY

_____

By: Juan D. Salinas, III, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2007** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2008

PRODUCER
GREG KLEMENT
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Quintanilla, Headley & Associates, Inc.
124 E. Stubbs Street
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: EVANSTON INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	AE816091	09/19/2008	09/19/2009	EACH OCCURRENCE	$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		[X] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
		[X] Professional E&O				PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[X] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: PAVED / UNPAVED ROADS

CERTIFICATE HOLDER

HIDALGO COUNTY PRECINCT 4
ATTN: OSCAR GARZA
1102 N. DOOLITTLE RD.
EDINBURG TX 78541-

CANCELLATION

AI 102649

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

CERTIFICATE OF INSURANCE

This certifies that

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: Quintanilla, Headly & Associates

Address of policyholder: 124 East Stubbs Edinburg, TX 78539

Location of operations: 124 East Stubbs Edinburg, TX 78539

Description of operations:

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subje to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
90-63-2329-1L	Comprehensive Business Liability	03-30-2008	03-30-2009	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☒ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury ☐ ☐ ☐			Each Occurrence $ 1,000,000 General Aggregate $ 2,000,000 Products – Completed Operations Aggregate $
	EXCESS LIABILITY	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
90-EJ-3010-1F	☒ Umbrella ☐ Other	03-26-2008	03-26-2009	Each Occurrence $ 1,000,000 Aggregate $
		POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	Part I - Workers Compensation - Statutory
90-L6-9670-5F	Workers' Compensation and Employers Liability	10-11-2008	10-11-2009	Part II - Employers Liability Each Accident $ 500,000 Disease - Each Employee $ 500,000 Disease - Policy Limit $
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
030 1531 F28 53G	Auto Liability	06-28-2008	12-28-2008	500,000

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

HIDALGO COUNTY
Precinct # 4
Paved/Unpaved Roads

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative
Juan Cazares 10-20-2008
Title Date
Agent
Agent Name
Telephone Number 956-381-0928

Agent's Code Stamp
Agent Code 6720
AFO Code F116

STATE FARM INSURANCE
JUAN CAZARES, AGENT
140[illegible]
EDINBURG [illegible]-5668
(956) 381-0928

558-994 a.6 Printed in U.S.A. Rev. 05-09-2006

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-08-433-11-04

THIS AGREEMENT is made effective the **04th** day of **November, 2008**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **QUINTANILLA, HEADLEY & ASSOCIATES, INC.** ("Surveyor")

W I T N E S S E T H:

WHEREAS, the County requires Surveying services for **"PAVED/UN-PAVED COUNTY ROADS PROJECTS" (On An As Needed Basis)** located within **HIDALGO COUNTY PRECINCT NO.** 4; and

WHEREAS, County has determined that the services of Professional Surveyor are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from Professional Right-of-Way Surveyor to assist the County by providing Surveying services; and

WHEREAS, the County has selected the Surveyor to provide Surveying services within the County of Hidalgo, Texas through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor."

2. **Non-Exclusive Services of Engineer.** Hidalgo County reserves the right to request these services from other sources other than the successful professional surveyor and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Contract becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each work order.

4. Method of Payment. Payments to the **Surveyor** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each Work Authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Paragraph 5** herein. For each **Work Authorization**, the **Surveyor** shall prepare and submit to the **County** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Surveyor** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Surveyor** shall submit to the **County** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **County** shall review each such **Request for Payment** and may make such exceptions as the **County** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **County** meets approving such payment, the **County** shall make payment to the **Surveyor** in the amount approved as aforesaid subject to **Paragraph 5** herein and below.

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

Final Payment. After final completion of the work and acceptance thereof by the **County** the

Surveyor shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Surveyor** and upon approval thereof by the **County,** the **County** shall pay to the **Surveyor** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of **Paragraph 5** hereof. The **Final Payment** shall not be made until the **Surveyor** delivers to the **County** an affidavit that so far as the **Surveyor** has knowledge or information any and all amounts due for materials and services over which the **Surveyor** has control have been paid.

Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **County** shall not be obligated to make any payment (whether a payment under **Paragraph 5** hereof or **Final Payment**) to the **Surveyor** hereunder if any one or more of the following conditions precedent exist:

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

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

(3) The **Surveyor** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **County** has made payment to the **Surveyor;**

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

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

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

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

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

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

acceptance.

Work included in a **Work Authorization** shall not begin until the **County** and the **Surveyor** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Surveyor** and the **County.** The **Surveyor** shall promptly notify the **County** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Surveyor** and the **County** within the period established for this Agreement.

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

6. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

7. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All

inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

8. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the Work Authorization or the Contract. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

9. Reporting. The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

10. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or

limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

11. **Independent Contractor.** Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Contract. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. **Voluntary Termination.** Surveyor and County 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.

13. **Insurance.** Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

14. **No Assignment.** Except as otherwise herein provided. Surveyor may not assign the obligations or rights under this contract to any person without the prior written consent of the County.

15. **Conflict.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to

the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

16. Termination by County. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Surveyor.

17. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

18. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

19. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

20. Hold Harmless. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

21. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction,

interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Surveyor:	Quintanilla, Headley & Associated, Inc. Attn: Alfonso Quintanilla, P.E., R.P.L.S. 124 East Stubbs Street Edinburg, Texas 78539

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

23. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract including the **Work Authorization Form** attached hereto as **Exhibit "D"**.

24. Binding Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

25. Gender. All pronouns used in this Contract shall include the other gender, whether

used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

EXECUTED, as of the day and year first written above.

Approved by Commissioners' Court on _____, 2008.

SURVEYOR:
QUINTANILLA, HEADLEY& ASSOCIATES, INC.

By: _____

Print Name: Alfonso Quintanilla

Title: P.E., R.P.L.S./President

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"

-Services to be Provided by Surveyor

EXHIBIT "B"

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Surveying

Scope of services to be provided by the Surveyor

1. Control surveying.

2. Topographic surveying to locate all structures, driveways, roadways, fences, trees; road ditch elevations, pavement elevations, ground elevations, drain ditch cross sections.

3. Establish horizontal and vertical control for construction staking.

4. Prepare cut sheets.

5. Parcel plats for right of way acquisition. Prepare boundary survey and a metes and bounds description.

EXHIBIT "B"

-Fee Schedule

EXHIBIT "D"

Surveyor's Hourly Rates

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Surveying

A. Registered Professional Land Surveyor	$ 150.00
B. Three Man Survey Crew	$ 125.00
C. Computer Technician	$ 85.00
D. Administrative	$ 60.00
E. Research	$ 50.00

EXHIBIT "C"

-Insurance Requirements

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2008

PRODUCER
GREG KLEMENT
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Quintanilla, Headley & Associates, Inc.
124 E. Stubbs Street
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: EVANSTON INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	AE816091	09/19/2008	09/19/2009	EACH OCCURRENCE	$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		[X] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
		[X] Professional E&O				PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[X] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: PAVED / UNPAVED ROADS

CERTIFICATE HOLDER

HIDALGO COUNTY PRECINCT 4
ATTN: OSCAR GARZA
1102 N. DOOLITTLE RD.
EDINBURG TX 78541-

CANCELLATION

AI 102649

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

CERTIFICATE OF INSURANCE

This certifies that

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: Quintanilla, Headly & Associates

Address of policyholder: 124 East Stubbs Edinburg, TX 78539

Location of operations: 124 East Stubbs Edinburg, TX 78539

Description of operations:

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subje to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
90-63-2329-1L	Comprehensive Business Liability	03-30-2008	03-30-2009	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☒ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury ☐ ☐ ☐			Each Occurrence $ 1,000,000 General Aggregate $ 2,000,000 Products – Completed Operations Aggregate $
	EXCESS LIABILITY	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
90-EJ-3010-1F	☒ Umbrella ☐ Other	03-26-2008	03-26-2009	Each Occurrence $ 1,000,000 Aggregate $
		POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	Part I - Workers Compensation - Statutory
90-WC-9670-5F	Workers' Compensation and Employers Liability	10-11-2008	10-11-2009	Part II - Employers Liability Each Accident $ 500,000 Disease - Each Employee $ 500,000 Disease - Policy Limit $
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
030 1531 F28 53G	Auto Liability	06-28-2008	12-28-2008	500,000

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

HIDALGO COUNTY
Precinct # 4
Paved/Unpaved Roads

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative
Juan Cazares 10-20-2008
Title Date
Agent
Agent Name
Telephone Number 956-381-0928

Agent's Code Stamp
Agent Code 6720
AFO Code F116

STATE FARM INSURANCE
JUAN CAZARES, AGENT
140[illegible]
EDIN[illegible]
(956) 381-0928

558-994 a.6 Printed in U.S.A. Rev. 05-09-2006

EXHIBIT "D"

-Work Authorization Form

HIDALGO COUNTY

Professional Surveying Services
Contract No. _____
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Firm's Name"**, professional Surveyor of _____, Texas, hereinafter called **"Surveyor"**.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Surveyor** to provide_____.

The scope of services to be provided by the **Surveyor** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the*** *Surveyor* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B"**.

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of project.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by the Honorable Oscar L. Garza, Jr., Hidalgo County Precinct No. 4, as to content and details of this Work Authorization No. __.

HIDALGO COUNTY PRECINCT NO. 4

By: _____
Honorable Oscar L. Garza, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE SURVEYOR:
(NAME OF FIRM)

_____

THE OWNER:
HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Surveyor
ATTACHMENT "B" -	Payment/ Fee Schedule
ATTACHMENT "C" -	Insurance Requirements provided by Surveyor
ATTACHMENT "D" -	Work Authorization Form

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-415-11-04
Work Authorization Form

WORK AUTHORIZATION No. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional surveyor of Edinburg, Texas, hereinafter called **"Engineer".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide design for: **RENA RAE SUBDIVISION**

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 710.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section **6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. **8-1204-431-00-124-007-0-334**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of the scope of the work .**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 4, Commissioner, Oscar L. Garza, Jr.** as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4

BY: _____
Oscar L. Garza, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
QUINTANILLA, HEADLEY & ASSOCIATIES, INC.

_____
By: Alfonso Quintanilla, PE/RPLS

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Service to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Engineer's Rate Schedule
ATTACHMENT "E" - Fee Breakdown

EXHIBIT "A"

Hidalgo County Precinct No.4
Paved/Unpaved County Roads
Engineering

Project: Rena Rae Subdivision

Work Authorization No.1

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

GENERAL

The Owner will provide the following:

(1) Authorization to begin work.
(2) Payment for work performed by the **Engineer**.
(3) Provide any available relevant data on file concerning the project.

EXHIBIT "B"

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Engineering

Project: Rena Rae Subdivision

Work Authorization No: 1

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

1. Field Surveying and Topography of existing curb and gutter grade, locates all structures within the existing right of ways.

2. Prepare plans and specifications (Design, Grading, and Drainage) for the removal and disposal of 400 linear feet of existing concrete curb and gutter and trees, construction of 400 linear feet of new curb and gutter, including Contract Documents and Advertisement.

3. Field Staking for new curb and gutter location.

4. Field Inspection for quality control.

EXHIBIT "C"

Work Schedule

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Engineering
Contract No.

Project: Rena Rae Subdivision

Work Authorization No.1

The Engineer shall provide the deliverables for this work authorization as follows:

- Topography – 3 days from the Date of Notice to Proceed
- Design – 8 days from the Date of the Notice to Proceed

EXHIBIT "D"

Engineer's Hourly Rates

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Engineering

Project: Rena Rae Subdivision

Work Authorization No.1

1. Registered Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT "E"

Fee Breakdown

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Engineering

Project: Rena Rae Subdivision

Work Authorization No.1

Engineering fee = $ 710.00

County of Hidalgo Pct. #4

Commissioner Oscar L. Garza Jr
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: OCTOBER 30, 2008
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #1 "RENA REA SUB"
C-08-415-11-04

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING WORK AUTHORIZATION **#1** IN THE AMOUNT OF **$710.00** FOR **QUINTANILLA, HEADLEY & ASSOCIATES, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM ACCOUNT # **8-1204-431-00-124-007-0-334**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

AI-12067 **20.F.1.**

Approval of modification to agreement with ACS for County Clerk
CC REGULAR

Date:	11/04/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** County Clerk

Information

CAPTION

Presentation for discussion, consideration and approval of modificatons and/or amendments to the current awarded contract C-04-228-11-09 with ACS/Government Records Services, Inc. to reflect the changes, including, but not limited to, the following with legal counsel drafting documents:

A. Provision I. Term and Extension - Delete articles 1.02 and 1.03 and modifiy to read: At the end of the "Inital Term" if a renewal or extension has not been exercised, Hidalgo County will proceed on a "month to month" basis with the option to renew and extend for a one year term to an additional five years ("Renewal Term");
B. Article 1.05 - Termination - Delete and replace with: Either party may terminate this agreement by giving 30 days written notice, etc.;
C. Provision II. Payment - 2.01 Contract Price - article B. Computerized indexing of Land Records will reflect and amended/modified rate from $1.43 to $1.30/instrument.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1237-415-40-180-003-0-341

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

BUDGETARY IMPACT:

Available Balance as of 10-31-08 $168,755.69; open PO's as of 10-31-08 for ACS Services, PO #599253 & 599252.

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/31/2008 02:57 PM	APRV
2	Budget & Management	Veronica Lopez	10/31/2008 03:30 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/31/2008 03:38 PM	APRV
4	Auditor's Office	Linda Fong	10/31/2008 04:41 PM	APRV

Form Started By: Rocio Villarreal

Started On: 10/31/2008 01:54 PM

Final Approval Date: 10/31/2008

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR RECORDS MANAGEMENT AND IMAGING SYSTEM AND COMPUTERIZED INDEXING OF LAND RECORDS

C-04-228-11-09

THIS AGREEMENT (the "Agreement") is entered into effective as of November 9, 2004 by and between HIDALGO COUNTY, TEXAS ("County") and ACS/Government Records Services, Inc. ("GRS").

WITNESSETH:

WHEREAS, County has received and reviewed proposals for a contractor to provide a Records Management And Imaging System, Photostat Re-Creation And Computerized Indexing of Land Records for real property, uniform commercial code and vital statistics records of the Hidalgo County Clerk ("Clerk"); and

WHEREAS, ACS/Government Records Services, Inc., pursuant to the terms of its proposal dated April 29, 2004 (the "Proposal"), desires to provide such services; and

WHEREAS, the Commissioner's Court of County did, on November 9, 2004, authorize the award of a contract to GRS for such services; and

WHEREAS, County and GRS now wish to reduce to writing the terms and conditions under which such services shall be provided;

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:

I. TERM AND EXTENSION

1.01 **Term.** The term of this Agreement will be four (4) years beginning upon the acceptance by County and GRS, **November 9, 2004** and ending upon the expiration of four (4) years thereafter (the "Initial Term")**November 9, 2008**, unless earlier extended pursuant to the terms hereof.

1.02 **One (1) to Five (5) Year Renewal.** Subject to the provisions of the County Purchasing Act and other applicable laws in effect at the time an option to renew hereunder is exercised, this Agreement may be renewed by County for an additional one (1) year term to an additional five (5) years (a "Renewal Term") by giving written notice to GRS of County's intent to renew this Agreement together with County's designation of a one (1) to five (5) year renewal, in the manner herein prescribed, at least sixty (60) days prior to the expiration of the Initial Term.

1.03 **Month-to-Month Extension.** Subject to the provisions of the County Purchasing Act and other applicable laws in effect at the time an option to extend hereunder is exercised, this Agreement shall be automatically extended on a month-to-month basis (the "Extension Term") unless County notifies GRS in the manner herein provided of its intention to terminate this Agreement at

least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term, if any, or ten (10) days prior to the expiration of any month occurring in the Extension Term.

1.04 **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to the Clerk to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to GRS. County agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Government Code Ann. **§ 271.903 (Vernon Supp. 1995).**

1.05 **Termination.** In the event of failure of the system to perform in a manner which is in compliance with the representations and warranties herein contained, or in the event of GRS's failure to adequately service the equipment and software, County shall notify GRS in writing of any such deficiency and shall allow GRS thirty (30) days to make all necessary corrections, including, but not limited to, repair and/or replacement of such equipment and/or software. In the event GRS is unwilling or unable to complete the requested repairs, in a suitable manner and as deemed timely in the sole judgment of County, County may cancel this Agreement by written notice delivered in the manner herein provided, and County shall have all other rights and remedies available to it at law and in equity. Upon cancellation under the terms of this paragraph, GRS will have thirty (30) days to remove the system from County's premises.

II. PAYMENT

2.01 **Contract Price.** In consideration for the services and equipment to be provided to County by GRS pursuant to this Agreement, County agrees to pay to GRS during the Initial Term and any Renewal Term or Extension Term of this Agreement the following:

A.	Records Management and Imaging System	$15,000.00 Per Month
B.	Computerized Indexing of Land Records	$ 1.43 Per Instrument

The first such installment of the monthly fee in A above shall be due and payable together with the execution of the Certificate of Acceptance referenced in Paragraph 1.01 above and subsequent installments shall be due and payable on each monthly anniversary date of such Certificate of Acceptance throughout the term of this Agreement. Sums due to GRS for services under items B and C above, shall be calculated and invoiced to County monthly by GRS based on the number of books delivered to County and the number of instruments indexed during each calendar month. Invoices shall be due and payable five (5) days after receipt by County and approval of payment by County's Commissioner Court.

2.02 **Place for Payment.** Payments will be made to GRS at its offices located at 2800 West Mockingbird Lane, Dallas, Texas 75235 or at such other place as GRS may designate from time to time in writing.

III. OBLIGATIONS, REPRESENTATIONS AND WARRANTIES OF GRS

3.01 GRS shall perform all obligations required by a vendor under the Request for Proposals dated November 9, 2004, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes (the "RFP").

3.02 GRS will deliver, setup, initialize and maintain the equipment and software in the manner described in the segments of GRS' Proposal dated November 9, 2004, which are titled Hidalgo County Clerk's Office "Records Management and Imaging System Vendor Response" and are attached hereto as Exhibits "C" and "D" and incorporated herein by reference for all purposes, such exhibits being hereinafter collectively referred to as the "Proposal".

3.03 GRS warrants and represents that the hardware and software supplied pursuant to this Agreement will perform as represented by GRS, and that there are or will be no errors, malfunctions or defects in the hardware and software so supplied.

3.04 GRS warrants and represents that the hardware and software and all portions thereof do not or will not infringe any patents, copyrights, trade secrets, or other proprietary rights of any third parties, and GRS has or will have no reason to believe that any such infringement exists or claims thereof can be made by third parties.

3.05 GRS warrants and represents that GRS has the right to enter into this Agreement, to grant to County any rights and licenses set forth herein or granted pursuant hereto, and to perform all other obligations of this Agreement.

3.06 GRS will guaranty the hardware and software hereunder provided shall be free from defects and will perform as represented by GRS, will meet or exceed the requirements stated in the RFP and will fully satisfy the requirements of County as established by the specifications promulgated by County.

3.07 GRS's representations and warranties set out herein shall continue throughout the term of this Agreement.

3.08 GRS will provide all appropriate expendable supplies (including, but not limited to printer supplies and magnetic and optical media) pursuant to specifications recommended by the manufacturers of the equipment.

3.09 GRS will, within ten (10) days after its execution of this Agreement, provide County with a performance bond in the amount and meeting or exceeding the requirements in the RFP.

3.10 GRS will provide all instructions and training required by County, in County's discretion, to properly train the System Manager and Clerk's staff in the operation of the system.

3.11 GRS will provide all updates and modifications necessary to maintain the system in conformity with state and federal laws and regulations relating to records retention and document management, at no cost to County. In addition, the Clerk may authorize other updates and modifications to the system, subject to approval of the Commissioner's Court to the extent such notification requires additional payments to GRS.

IV. COUNTY RESPONSIBILITIES

4.01 County will make available appropriate staff in the discretion of the County during the implementation of the project.

4.02 County will designate a System Manager who will inform GRS of system deficiencies and problems in a timely fashion.

4.03 County will perform routine maintenance and maintain a proper operations environment for GRS's computer equipment to be placed with County, as specified in writing by GRS from time to time.

4.04 County will pay, when due, all amounts required hereunder.

V. IMPLEMENTATION

5.01 Delivery and installation of all software modules and hardware components to the satisfaction of County shall be completed within ninety (90) days of execution of this Agreement.

5.02 Immediately upon installation of system, training as specified in Exhibit "E" will be provided to the County's System Manager and designated staff members. Additional training shall be provided upon request of County.

5.03 The beginning date for on-line processing shall be within fifteen (15) days from installation and acceptance by County of hardware and software.

VI. STATUS AS INDEPENDENT CONTRACTOR

6.01 GRS, at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the provision of services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of GRS or any of GRS's partners, employees, subcontractor or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, civil service benefits or employee benefits of any kind. GRS will have the exclusive responsibility for the payment or provision of all such taxes and benefits and arrangement for all insurance coverage for its employees, agents, officers or partners, and shall discharge such obligations fully.

6.02 GRS shall incur no financial obligation or any other obligation on behalf of County. GRS will be responsible for all personal and professional expenses incurred by GRS.

VII. INDEMNITY

GRS will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant representation or warranty in this Agreement, whether such act, omission or failure was by GRS or that of any person providing services hereunder by or through GRS. Upon written notice from County, GRS will resist and defend, at its own expense and by counsel reasonably satisfactory to County, any such claim or action. GRS will carry proper insurance with County named as an additional named insured to the extent such is reasonably available.

VIII. OWNERSHIP AND PROPRIETARY RIGHTS

8.01 All hardware and software furnished under this Agreement shall at all times remain the property of GRS.

8.02 All data created by County or GRS and all media on which such data is archived shall at all times remain the property of County, without regard to the ownership of the equipment on or in which such data or media is located or stored. County retains the right to establish policies with respect to the access to or sale of its data and to establish user fees and other charges for the system provided by GRS.

8.03 Nothing herein shall be construed to restrict GRS or any other person or entity from selling, leasing or otherwise providing hardware and software capable of interfacing with the system herein described for the retrieval of public records data, subject to County's rights to control access to its proprietary information as provided in Paragraph 8.02.

8.04 Together with execution of the Certificate of Acceptance, the parties will execute a software escrow agreement in substantially the form set forth as Exhibit "F" hereto.

8.05 Upon termination of this Agreement by either party, for any reason whatsoever, GRS will deliver to County within 30 days, in good condition, all records, data and/or media kept by GRS that contain the names, addresses and other information with regard to County's records generated through the use of the system. GRS acknowledges that these items are County's property.

8.06 GRS will translate data to a standard readable format, if necessary, at the conclusion of the contract.

IX. MISCELLANEOUS PROVISIONS

9.01 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.02 **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.03 **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and GRS, and not otherwise.

9.04 **Texas Law To Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County:	Hidalgo County Judge Hidalgo County Administration Building 100 East Cano, 2nd Floor Edinburg, Texas 78539
With copy to:	Hidalgo County Clerk Hidalgo County Courthouse 100 North Closner, 1st Floor Edinburg, Texas 78539
If to GRS:	ACS/Government Records Services, Inc. 2800 West Mockingbird Lane Dallas, Texas 75235

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

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

9.07 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.08 **Assignment.** This Agreement shall not be assignable by GRS. County may assign this Agreement without the Consent of GRS.

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

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

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

9.12 **Purchasing Ethics.** GRS represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:

a. 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 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 to application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contractor subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

b. 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.

9.13 **Construction.** In the event of a conflict between the provisions of this Agreement the Proposal and the RFP, this Agreement shall control over the provisions of both the Proposal and the RFP, and the Proposal shall control over the RFP.

9.14 **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of ~~the~~ June 1, 2005 ~~day of 2004.~~

HIDALGO COUNTY, TEXAS

By: _____
HIDALGO, County Judge

ATTEST:

_____
Juan D. Salinas, III, County Clerk

Approved by Commissioners' Court
on 11-9-04

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

ACS/GOVERNMENT RECORDS SERVICES, INC.

By: _____
Printed Name: ~~H. Lynn Moore~~ Norman Dong
Title: Vice President ~~Sales – Special Accounts~~

EXHIBIT "A"
SPECIFICATIONS

Specifications

HIDALGO COUNTY, TEXAS
COUNTY CLERK
RECORDS, MANAGEMENT AND IMAGING SYSTEM
RFO NO. 04-228-08-13

OBJECTIVE:

The objective of this Request for Offer (RFO) is to obtain offers for a turnkey fully integrated records management and document image processing system and specific vendor provided production services (hereinafter referred to as the "System") for the Office of the County Clerk for Hidalgo County (hereinafter referred to as the "County" or the "Clerk")

The vendor provided system and services must consist of all hardware, operating system software, application software, and any items such as networking (i.e. replacing existing cable to meet Level & specifications) and communications needed to implement the requirements of this RFO including delivery, installation, documentation, maintenance, and user training.

The vendor must provide the following services:

1. Creation of microfilm from the digital images of scanned real property documents as an archival media.
2. Indexing of all Real Property Records with a guaranteed 72 hour turnaround.

Vendor is also to provide all accessories, labor and materials including all consumables such as paper, toner cartridges, microfilm, and printer ribbons necessary for a turnkey system.

The system functionality includes digital image capture (scanning), storage, retrieval and automated cashiering for the following document types:

A. Real Property Records (Official Records)
B. Uniform Commercial Code Records/Financing Statements
C. Birth Records
D. Death Records
E. Marriage Records
F. Cattle Brands

For Marriage records there is the requirement to generate both the marriage license application and the marriage certificates in accordance with State of Texas and Hidalgo County forms.

The Hidalgo County Clerk currently has online document images from October 1978 through current. Vendor must convert all existing document images within a 90 day period upon award of this contract.

The County is not interested in the purchase of any hardware or software, at this time, therefore pricing for the system and services should be quoted on a monthly fee basis.

I. SYSTEM REQUIREMENTS

Environment

The design of the proposed system should support either a true client-server. The local area network (having one or more segments) must support at least 100BASE-TX (100 Mbps) topology.

It is required that all client workstations run the MS-Windows 98 or MS-Windows NT 4.0 workstation graphical environment.

The server must be a multiprocessing unit capable of performing standalone data processing, image processing, and communications concurrently. The server must also include a relational data base management system with a suitable suite of utility functions. The server (or servers) must be capable of processing document image requests from browser based (internet/intranet connected) workstations.

The proposed system must implement industry open standards in hardware and software to protect the County's investment and offer distributed processing capabilities, allowing information to flow transparently between the proposed imaging system and the County's existing systems.

Workstations

All workstations shall be IBM PC compatible and consist as a minimum of an Intel Pentium III 650 Mhz processor, 128 MB of main memory, 10 Gigabytes of hard disk and a 21 inch high resolution color monitor with a minimum resolution of 1600 x 1280 pixels (120 dots per inch) in a dual page display mode.

Image Printers

There shall be no limiting factor on the number of printers attached to the system. Printers must use laser technology with a minimum speed of 17 pages per minute at a density of 600 dpi. It is required that all printers be network attached and able to print images at the printer's rated speed.

Scanners

Scanners must be capable of scanning up to a minimum of 400 dpi at a sustainable rate of not less than 22 pages per minute and handle documents from 3" x 5" to 11" x 17".

Disk Array

The server must have a configurable magnetic disk array subsystem (RAID). The subsystem shall have an initial minimum capacity to hold all existing image and index database with sufficient additional capacity to support growth through the contractual period.

Cashiering Workstations

Cashiering Workstations shall consist as a minimum of an Intel Pentium III 550 Mhz processor, 128 MB of main memory, 9 Gigabytes of hard disk, (4 of which must contain 100 MB Zip Disk Drive), 17" SVGA color monitor, and equipped with a cash drawer and with printing device capable of printing all required stamps and receipts and validation information. It is required that scanners be attached directly to cashiering workstations thus allowing cashiering and scanning to occur in a single step operation.

Configuration

The work flow will require a minimum of 8 cashiering stations with scanners, 3 marriage license cashiering stations with laser printers, 17 cashiering stations without scanners, (4 of which must contain 100 MB Zip Disk Drive), 2 vital statistics scanning workstations, 12 public access document viewing stations, 2 court records scanning workstations, 3 administrative workstations (laptops with docking stations) with 100 MB External USB Zip Drives, and 13 laser printers. This estimate is based on our data and is open for review. Additional equipment will be required as filings increase, as the database expands, and as other departments outside (i.e. sub-stations) of the Clerk's office require remote access to County Clerk records with image capable workstations. At least two (2) off site substations shall be included. They should be able to provide all services legally allowed for the County Clerk by the Government Code.

Additional workstations and associated equipment may be required to be provided by the vendor, at no additional cost to Hidalgo County, as filings increase, or as the data base expands, or as more Internet or

remote users are added, or as other departments outside the Clerk's office require remote access to the County Clerk document image records.

Service and Support

Vendor shall provide for full installation support and any on-going training necessary for Hidalgo County employees to fully utilize the system.

Vendor shall provide a method for system modifications, software and hardware (cabling), whether the change is required by system upgrade, work-load fluctuations, changes in standards or requested by Hidalgo County. This effort shall be accomplished by the vendor at no additional cost to Hidalgo County.

Equipment maintenance must be performed on-site. Equipment must be repaired or replaced within 24 working hours after failure. Maintenance hours are 9 hours a day (8 AM through 5 PM) five days a week (Monday through Friday) except for Hidalgo County holidays. It is the vendor's responsibility to make all replacement hardware operational (not the County or County personnel). The vendor shall provide a toll free telephone number for a customer support representative available during maintenance hours. The vendor shall provide all supplies (i.e., paper, toner cartridges, printer receipt rolls, receipt printer cartridges, bar coding receipt rolls, marriage license applications, marriage licenses, etc.).

Hidalgo County desire that the support and maintenance depot location for this system be in the state of Texas.

Vendor's system shall include a modem for remote software debug and maintenance in an on-line mode. Responsibility for determining the source (i.e. hardware/operating system/software) of a problem, and for resolving that problem shall rest with the vendor alone.

In the event a more efficient technology becomes available, vendor guarantees to convert County's data to a media acceptable to the new technology. Vendor must also provide an acceptable timetable for the conversion at no additional cost to Hidalgo County.

The system must be available during Hidalgo County operational hours, therefore the vendor is required to have a permanent onsite support person available during maintenance hours.

System Backup and Off-site Data and Image Storage

Vendor shall provide off-site storage in the State of Texas for copies of all images, index databases and microfilm at no additional cost to Hidalgo County. Vendor's off-site storage facilities must meet or exceed current ANSI standards and applicable Texas State Library requirements.

Documentation

Vendors shall provide full documentation and information regarding backup procedures and responsibilities.

Vendor shall provide full documentation and information regarding disaster recovery procedures.

Uptime

System uptime is a primary concern of Hidalgo County. Vendor shall provide complete information on system availability and reliability along with fallback procedures in case of equipment failure.

II. SCOPE OF SERVICES

All work must be performed by the vendor - no subcontractors are allowed. Vendors must provide evidence of their in-house capability.

Vendor shall safeguard all information and data provided by the County. Proprietary ownership of all data, regardless of what media it is stored on, is retained by Hidalgo County. Any reproduction or duplication must have the written approval of the Hidalgo County Clerk.

Vendor must provide an audited financial statement.

Vendor must furnish Hidalgo County with at least three references where proposed software is processing public records, including County name, contact name, telephone number and length of time software has been installed.

III. SPECIFICATIONS

General Specifications

1. The system must be capable of handling 600 real property document filings a day at start-up and allow modular expansion of the system to handle any increase in filings. System must handle various sizes, colors and weights of paper. The system must process documents having strips of paper attached over the top of another sheet along with staples and paper clips. Images must be taken from the original documents. Copying of documents for imaging purposes is not allowable.

2. They must perform all of the recording functions while the person filing the document waits for its return. Large groups of filings will be processed separately in a batch.

3. All equipment, software and procedures must meet or surpass, on a continuing basis, all Texas State Library laws and standards for archiving and preservation of records as they are developed and become effective.

4. All proprietary equipment and software must be disclosed. All proprietary software, including original coding, must be placed in escrow as specified by and under control of the Hidalgo County Clerk. The escrow information must be maintained to current status.

5. Simplicity of use by the public is a requirement and will be given the highest priority of consideration. The entire system must be simple to use, but for the end-user public, the system must be simple to the point of not needing prolonged intervention or assistance from a County employee. As an example, no sign-on should be necessary at a public terminal. Public terminals must be view or copy only and provide sufficient security to preclude any possibility of altering documents.

6. System must have user interface software allowing the novice operator to accomplish tasks through the use of a simple sequence, allowing quick access with a minimum of confusion, delay or instruction. Workstations should turn-off after 5 minutes of inactivity.

7. The system must provide an audit trail of all activity which can be produced on a daily basis.

8. The system shall support optical character recognition. The system shall have the capability to extract information and pass extracted information on-line with the image-to-index originator to complete the index.

9. The systems and information must be compatible with HTML format so as to allow future Internet compatibility.

10. All systems software and hardware must be able to handle Credit Card transactions for all services offered by the County Clerk of Hidalgo County.

IV. WORKFLOW SPECIFICATIONS

Once a document has been accepted for filing, the recording process will begin with the cashiering process at a cashiering workstation.

- Entering the type of document being recorded and verified by a type table. If the type is not on the table use "unknown" in the document type and allow the operator to update to the correct type.
- Enter how many pages are in each document.
- Proposed system will utilize a cashiering fee table to calculate and display the total fee for each document and batch. The cashier should be able to change the fee amounts if necessary. Depending on the document type the system will automatically calculate any taxes due.
- Process any changes in recordings, recalculating the filing fee.

After the fee is received and noted on the system, the system will perform the following functions:

1. System must automatically assign appropriate instrument numbers sequentially within each customer batch, processing each batch in time received order. Instrument number assigned varies with type of document being processed, real property record, financing statement, etc.
2. System must assign current recording date-year month day (yyyy mm dd) and time-hour, minute and seconds am/pm (hh:mm:ss) for each document.
3. System will assign a receipt number, an transaction validation number, and a cashier identification number and generate a receipt which also identifies all document types and moneys collected.

   Included on the receipt

   - Received From:-Name and Address
   - List of fees by document number and type
   - Method of payment (include check number or numbers if multiple checks)
   - Any change required
   - Receipt number
   - Validation number (sequential transaction number)
   - Cashier identification and station number
   - Total fee amount
   - Date
4. System will imprint the first page of the document with the cashiering validation information and recording information. System will imprint the original instrument with the following information:

   - Date and Time - on first page only
   - Fee Amount - on first page only
   - Cashiering Validation Information - on first page only
   - Instrument number - on first page only
   - File stamp - on last page only

   The system must allow the ability to change the locations of the stamps as necessary.
5. The system must have the capability of printing mailing labels or for returning processed documents by mail to the customer. These labels should include a mailing date and instrument identifier in addition to the pertinent name and address information.
6. The system must document all transactions recorded and amount charged.

7. The system must include tables to limit the amount of data entry required, including, but not limited to, type of document, amount charged and name and address tables.

8. The system must allow payments to be accepted by cash, check or charge (standard or advanced deposit draw down), or deferred payments or any combination thereof. The system must calculate change due on screen and allow an option to log a refund, rather than return the cash amount. For filing and for copy charges, the system must generate invoices, if needed.

9. The system must issue monthly balance statements.

10. The system must include a cash drawer for each cashiering workstation. Provision must be made for closing each drawer both during the day with subtotals and at the end of each day with subtotals. Each station will be uniquely identified. The end of day reconciliation report should allow for a remarks field to enter operator signatures and comments.

11. Voided transactions must be documented by the system.

12. The system must process all checks returned by banks. The transaction amounts must reverse the original posting amounts to reflect the correct dollar amounts in the accounts. The transaction must be fully documented and a history of returned checks maintained.

13. The system must process all check returned by banks. The transaction amounts must reverse the original posting amounts to reflect the correct dollar amounts in the accounts. The transaction must be fully documented and a history of returned checks maintained.

14. Once a transaction has been entered into the system, there can be no deletions or alterations made to that transaction, changes to the cashiering system may be made only by off-setting transactions.

15. The on-line index real property database will require the vendor to convert and load the entire database onto the new system. We must have on-line correction capability. All of our current inquiry screens capability must be available on the image viewing terminals using the new system. For indexed entries to which there is an image, there will be an indicator on the index display that a document is available or not available for viewing and the linkage to the image record.

16. All images are to be available to the public for viewing without operator intervention. Image selection for viewing should be accomplished with no keying of data. Copies should be available at a cashier workstation through a printer.

17. System must capture the image via batch scanning onto a hard disk for viewing and any needed re-scanning.

18. System must return images to the screen after an inquiry to the index. First page image response time must be less than five seconds for any requested document For each following page of a document, less than two second page 'turn' time is required. Print start time must be less than twenty seconds from request. The system will maintain response time regardless of increased filing volumes or number of workstations accessing the system.

19. System to pre-determine the amount of time a workstation monitor stays on-line (off after 5 minutes of inactivity) for cashiering, public retrieval, etc.

20. System must be capable of producing hard copies immediately after imaging. The user must have capability to print images with or without viewing them. The software must allow images to be printed either page-by-page or as an entire document.

21. Software must allow images or selected portions of an image to be enlarged for clarification. Software must allow images to be rotated at 90-degree intervals and to reverse the image from

white to black and vice versa.

22. Safeguards must be included to prevent the deletion or alteration of any image.

23. The system must provide in each scanning workstation an image processing board to automatically sharpen image. Operator must be able to bypass this feature and manually adjust the image or take two images if necessary.

V. RFO - RESPONSE FORMAT

All responses are to be formatted to comply with Exhibit A to this RFO. In addition, the offer should include a letter of transmittal as well as an executive summary highlighting the vendor's capability, expertise, and experience, as well as any cost or technical advantages provided in the offer to Hidalgo County. Vendors are requested to be specific and avoid "boiler plate" information whenever possible.

VI. GENERAL REQUIREMENTS

Scope of the Contract - Requirements

The RFO, bidder's offer, submitted documents, and any negotiations when properly accepted by Hidalgo County, shall constitute a contract equally binding between the successful bidder and Hidalgo County until a formal contract is made and entered into by and between the successful bidder and Hidalgo County.

This will be a firm fixed-price contract calling for delivery of the products or services identified herein at the stated prices submitted by the bidder. Upon acceptance of a bid by the Hidalgo County Purchasing Agent, the successful bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with any Terms and Conditions, and General Provisions contained herein.

Competitive Offers

Offers will be opened so as to avoid disclosure of contents to competing bidders, and kept secret during the process of negotiation. However, all offers shall be open for public inspection after award except for trade secrets and confidential information contained in the offers and identified as such.

VII. SELECTION CRITERIA

The award of the contract will be made to the responsible bidder whose offer is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of the price and other evaluation factors set forth herein or in the law.

Offers will be evaluated and scored using a comprehensive set of criteria including the following (listed in the order of importance):

1. Ability of the bidder to meet the contractual requirements specified.

2. Ability of the response to meet the functional and technical requirements specified.

3. Compliance with the mandatory requirements of the RFO.

4. Qualifications and experience of the bidder including customer references, project personnel, and experience with similar systems.

5. Bidder's financial stability, and longevity, and long term commitment to the project.

6. Ability to demonstrate the proposed capabilities and system.

7. Project management plan and training proposed.

8. The understanding demonstrated by the bidder of the requirements for the modification, installation, conversion, training, implementation, and ongoing support, and maintenance of this system.

9. Pricing of the offer relative to other offers received, and methods of payment or creative financing.

10. Adherence to the requested offer format. This includes the professionalism, thoroughness, and format of the presentation.

Hidalgo County will be objective and fair as possible in evaluating all offers received. However, some subjective judgments must by made in the evaluation process. By submission of an offer, bidder acknowledges and accepts the evaluation methodology. Award will be made in the best interests of Hidalgo County.

Selected bidders may be invited to make oral presentations to the County. Vendor representatives attending the oral presentation shall be technically qualified to respond to any questions related to the proposed system.

Negotiations may be conducted with responsible bidders who submit offers determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of offers. Revisions to offers may be permitted after submission and before award for the purpose of obtaining best and final offers.

Any oral negotiations must be confirmed in writing prior to award.

Award may be made without negotiation of offers with any bidder.

Proposer Responsibility

It is the responsibility of each vendor before submitting an offer:

1. To examine thoroughly the contract documents and other related data identified in the request for offer documents.

2. To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.

3. To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

4. To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.

5. To promptly notify the County Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

Protests, Disputes and Appeals

Protests before award must be submitted in writing to the County Purchasing Agent and shall be heard by Commissioners Court prior to award.

Protests after award must be submitted in writing to the County Purchasing Agent within ten calendar days after notification of such award. The Purchasing Agent routinely will forward a written reply to the protestant within ten calendar days from receipt thereof. If the protestant is not satisfied with the reply of the Purchasing Agent, the protestant may appeal the decision within ten calendar days after receipt thereof, to the County Purchasing Agent outlining in detail the exact point(s) of disagreement. Should the matter not be resolved to the satisfaction of the bidder/contractor, the appeal will be submitted to Commissioners Court. The appellant shall then have the right to be heard in open court by Commissioners Court.

The County Purchasing Agent shall act as the County representative in the issuance and administration of this contract, and shall issue and receive all documents, notices, and correspondence. Such documents, notices, and correspondence not issued by or received by the County Purchasing Agent shall be null and void.

The decision of Commissioner's Court shall be final and conclusive, and shall be binding on all parties concerned, appealable in a court of competent jurisdiction in this County, and in accordance with the laws of the State of Texas.

Prices

All prices in this solicitation shall be complete showing where applicable, all charges relative to the delivery, installation, maintenance, repair, removal, etc., and no additional payments shall be made by Hidalgo County unless they appear in the bids submitted herein.

VIII. TERM OF CONTRACT

The initial term of this contract shall be for a four (4) year period after date of award of contract with the County's option to extend for an additional one (1) year under the same rates, terms and conditions. The system must be implemented and fully operational within ninety (90) calendar days from date of contract award.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for next contract term.

Insurance and Liability

During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed in Exhibit C attached herein. With respect to required insurance, Contractor shall;

1 Name Hidalgo County as additional insured/or an insured, as its interests may appear.

2 Provide Hidalgo County a waiver of subornation.

EXHIBIT "B"
PAYMENT SCHEDULE

A C S

Exhibit A – Bid Page

HIDALGO COUNTY, TEXAS
COUNTY CLERK OFFICE
RECORDS, MANAGEMENT AND IMAGING
RFO NO. 04-228-08-13
"Exhibit A"

Records Management & Imaging System	**$18,000.00**	Per Month
Computerized Indexing of Land Records	**$1.43**	Per Instrument
Other Charges	**N/A**	

Offerer's Name:	**ACS Government Records Services**
Address:	**2800 W. Mockingbird Lane**
City/ State/ Zip Code:	**Dallas TX 75235**
Phone Number:	**214-902-5000**
Fax Number:	**214-358-1622**

Authorized Signature:	Lynn Moore Sr.
Printed Name:	**Lynn Moore, Sr.**
Title:	**VP Special Accounts**
Date:	**August 25, 2004**

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: [redacted] Via Fax No..(214) 358-1622
ACS Records Services

From: Veronica Gomez, Buyer
Hidalgo County Purchasing Department

Date: September 16, 2004

Re: "Records, Management and Imaging"

Pursuant to your proposal of $18,000.00 Per Month and $1.43 Per Instrument for "Records, Management and Imaging" for the Hidalgo County Clerk's Office. The Hidalgo County Purchasing Department is asking if this is your best and final offer on your proposed scope of work and services for the mentioned project. If so please sign below and fax back to the Hidalgo County Purchasing Department.

Please indicate below and return via fax (956) 318-2629 by no later than 5:00 p.m., Monday, September 20, 2004.

Best and final offer of the proposed amount of $ $15,000.00/month
(excludes on-site support)
$1.43 per instrument for indexing

Signed:

Lynn Moore

Date: September 17, 2004

EXHIBIT "C"
INSURANCE
REQUIREMENTS

ACS Insurance Certificate

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

10/13/2004

DATE (MM/DD/YY) 08/20/2004

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
LOCKTON COMPANIES OF DALLAS, INC. 717 N. HARWOOD, LB#27 DALLAS TX 75201 214-969-6700	**INSURERS AFFORDING COVERAGE**
INSURED 1057190 Affiliated Computer Services, Inc., 2828 N. Haskell Dallas TX 75204	INSURER A: Ace American Insurance Company INSURER B: American Guarantee & Liability INSURER C: Am. Internat'l Specialty Lines INSURER D: INSURER E:

COVERAGES AH

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR	HDOG19905056	07/17/2004	06/30/2005	EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 100,000
					MED EXP (Any one person)	$ 5,000
A		$1,000,000	05/17/2004	05/17/2005	PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO	ISAH07942436	07/17/2004	06/30/2005	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				BODILY INJURY (Per person)	$ XXXXXXX
	[X] Physical Damage comp/collision				BODILY INJURY (Per accident)	$ XXXXXXX
					PROPERTY DAMAGE (Per accident)	$ XXXXXXX
	GARAGE LIABILITY [ ] ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	$ XXXXXXX
					OTHER THAN AUTO ONLY: EA ACC	$ XXXXXXX
					AGG	$ XXXXXXX
B	EXCESS LIABILITY [X] OCCUR [ ] CLAIMS MADE	AUC9304213-02	05/17/2004	05/17/2005	EACH OCCURRENCE	$ 5,000,000
					AGGREGATE	$ 5,000,000
	[ ] DEDUCTIBLE [ ] UMBRELLA FORM					$ XXXXXXX
						$ XXXXXXX
	RETENTION $					$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLRC43969092	07/17/2004	06/30/2005	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
					E.L. EACH ACCIDENT	$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	OTHER Professional Liability	3488977	10/13/2003	10/13/2004	$20,000,000	

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

NAME IN CONTRACT: ACS GOVERNMENT RECORDS MANAGEMENT DIV. OF ACS STATE AND LOCAL SOLUTIONS, INC. RE: RFP NO. 99-113-08-11. CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED. WAIVER OF SUBROGATION WITH RESPECT TO GENERAL LIABILITY IS PROVIDED.

CERTIFICATE HOLDER	[X] ADDITIONAL INSURED; INSURER LETTER: ____	CANCELLATION
2021762 HIDALGO COUNTY CLERK'S OFFICE ATTN: PURCHASING DEPT. 100 N. CLOSNER ST. P.O. BOX 58 EDINBURG TX 78540		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Ross Lamb

AI-11993 **20.G.1.**

Approval to Execute Contract for Dos Logistics Inc., for the Civil Engineering Services of Sheriff's office Substation

CC REGULAR

Date:	11/04/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Presentation for discussion, consideration and approval to execute a civil engineering agreement with Dos Logistics, Inc. for, "Hidalgo County Sheriff's Office Substation in the Precicnt No. 1 Area" as approved for negotiations on CC 5/6/08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

Avail. $2,790,902.76

Attachments

Link: bafo

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2008 03:57 PM	APRV
2	Budget & Management	Veronica Lopez	10/31/2008 06:45 AM	APRV
3	Rey Salazar	Rey Salazar	10/31/2008 08:04 AM	APRV
4	Auditor's Office		10/31/2008 04:43 PM	PEND

Form Started By: Rocio Villarreal Started On: 10/29/2008 03:10 PM

Final Approval Date: 10/31/2008

DL, INC.
DOS LOGISTICS, INC.

Dos Logistics - Corporate Office

October 31, 2008

Ms. Rocio Villarreal
Hidalgo County Contracts Manager
212 W. 3rd Street
Weslaco, Texas 78596

RE: BAFO – Hidalgo County Sheriff's Office Substation in Precinct 1

Dr. Ms. Villarrearl:

Dos Logistics, Inc. (DL, Inc.) is excited about the opportunity to provide professional services for the Hidalgo County Sheriff's Office Substation in Precinct 1.

After careful consideration of the work detail to perform the required services for the project, DL, Inc.'s best and final offer for services to be rendered is $66,244.00. If the proposed cost estimates meet your approval, we are ready to begin services promptly and certainly look forward to working with the County on this valuable project.

Thank you for your attention and consideration. If you have any questions, concerns, or require additional information, please do not hesitate to contact me at 956-797-4601, or Mr. Eric Ybarra, at your earliest convenience.

Sincerely,

Tina Buchanan

TINA BUCHANAN
Contracts Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES

C-08-223-11-04

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Dos Logistics, Inc., Professional Engineers of Weslaco, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide Civil Engineering Services for, "Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area."

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

ARTICLE 1
Employment of Engineer

The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform on-site civil engineering plans as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2
Character and Extent of Services

This Agreement will provide for the project with the following:

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

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

ARTICLE 3
Period of Service

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

3.1 Termination Date. This Agreement shall terminate upon completion of this project (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner**

may, at the **Owner**'s sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 7 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

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

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 7 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this

provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

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

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

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

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

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

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a

percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

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

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

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11, 13, 14.3 and 15 hereto.

ARTICLE 4
Progress and Coordination

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

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

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

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

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the Scope of Services as provided by the engineer, the **Owner** shall review the approved Scope of Services with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

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

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

(2) favorable developments or events which enable meeting the Scope of Services goals sooner than anticipated.

ARTICLE 5
Compensation and Fees

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

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the amount payable by the **Owner** to the **Engineer** for ***Services*** will be in the estimated amount of $66,244.00 for the Civil On-site Improvements cost, and it is subject to adjustment in accordance with Article 6.1 herein, will be provided in **EXHIBIT C-*Fee Breakdown*** attached. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

ARTICLE 6
Method of Payment

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned. The **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient

detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

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

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a

payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

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

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

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

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

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

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

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

ARTICLE 7. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**.

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

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

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 8 hereof, or changes or revisions in work, as identified in Article 9 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

Article 8. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the

Owner of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 7 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 9
Changes or Revisions in Work

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

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

ARTICLE 10
Ownership and Release of Documents

10.1 Ownership of Documents.

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

ARTICLE 11
Records, Accounting, Inspection

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

ARTICLE 12
Subcontracting and Assignment

The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every sub-consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

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

ARTICLE 13
Engineer's Seal, Responsibility and Warranties

13.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas

Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

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

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

ARTICLE 14
Engineer's Resources

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

14.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work Authorization without prior consent of

the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

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

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

ARTICLE 15
Indemnification

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

ARTICLE 16
Joint and Several Liability

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

ARTICLE 17
Insurance

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

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

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to*

the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

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

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

ARTICLE 18
Gratuities

The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary

business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 19
Payment of Franchise Tax

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

ARTICLE 20
Severability

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

ARTICLE 21
Notices

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

Owner: Hidalgo County
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Engineer: Dos Logistics, Inc.
212 West 3rd Street
Weslaco, Texas 78596

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

ARTICLE 22
Miscellaneous Provisions

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

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

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

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

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

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

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

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 7 herein.

ARTICLE 23
Signatory Warranty

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 23rd day of January, 2007.

Approved by Commissioners' Court on November 4, 2008

ENGINEER:

HINOJOSA ENGINEERING, INC.

BY: _____
Eric C. Ybarra, President/CEO

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved as to form:

Atlas & Hall L.L.P.

_____
By: Stephen L. Crain

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Fee Breakdown
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Certificate of Insurance (*Hidalgo County*)

EXHIBIT "A"

Services to be Provided by the Owner

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**. (The **Project** is further defined and more particularly identified in **EXHIBIT "B"** attached to this Agreement).

EXHIBIT "B"

Services to be Provided by the Engineer

EXHIBIT "B"

Services to be Provided by the Engineer

The project will consist of data collection, preliminary engineering analysis, engineering design, bidding assistance, and construction administrative services for a proposed Hidalgo County Sheriff Substation Expansion as shown below but not limited to, the following.

- Boundary/Topographic Survey (Approx. 12 acres)
- Coordination with Utilities & Onsite Utility Design (five feet outside the building line)
- 25 & 100 Year Storm Frequency Hydrologic and Hydraulic Modeling
- Onsite Hardscape Design (Paving, Roads, Parking & Sidewalk)
- Drawing Preparation
- Quantity take off
- Preparation of Specifications
- Opinion of Probable Construction Estimate
- Bidding and Negotiation Services (Bidding Assistance & Bid Opening)
- Construction Phase Services (shop Drawing Review, Site Visits, Interpretation & Clarification)
- Determine Design Detention pond sizing
- Regarding Plan
- Construction Inspection Services limited to the civil improvements.

EXHIBIT "C"

Fee Breakdown

HIDALGO COUNTY SHERIFF SUBSTATION EXPANSION
MAN-HOUR BREAKDOWN FOR PROFESSIONAL CIVIL ENGINEERING SERVICES

TASK	DL, INC										
A. BASIC SERVICES:	PRINCIPAL $226/hr.	PROJ. MANAGER $200/hr.	PROJECT ENGINEER $156/hr	ENGINEER V $182/hr	ENGINEER II 127/hr	DESIGN ENGINEER $91/hr	CONST. INSPECTOR $85/hr	CAD TECHNICIAN $78/hr	CLERICAL $65/hr	SURVEY CREW $65/hr.	RPLS $134/hr
I. CIVIL ENGINEEING AND DESIGN											
1.1 Site Survey (Topographic and Boundary Survey)			4						6	72	16
1.2 Coordination with Utilities & Onsite Utility Design			6			8			2		
1.3 25 & 100 Year Storm Frequency Hydrologic and Hydraulic Analysis			8		24				2		
1.4 Design Detention Pond			4		12				2		
TOTAL ENGINEERING & DESIGN MAN-HOURS	0	0	22	0	36	8	0	0	12	72	16
TOTAL ENGINEERING & DESIGN FEES	$0	$0	$3,432	$0	$4,572	$728	$0	$0	$780	$4,680	$2,144
TOTAL ENGINEERING & DESIGN COSTS	$16,336										
II. DRAWING PREPARATION											
2.1 General Notes		1	4			8		24			
2.2 Estimated Quantities		1	4			8		24			
2.3 Overall Site Plan		1	4			8		24			
2.4 Site Staking Plan		1	4			8		24			
2.5 Site Grading Plan		1	4			8		24			
2.6 Overall Site Utility Plan		1	4			8		24			
2.7 Pollution Prevention Plan (SW3P)		1	4			8		24			
2.8 Expansion Joint Layout		1	4			8		24			
2.9 Pavement and Sidewalk Details I		1	4			8		24			
2.10 Pavement and Sidewalk Details II		1	4			8		24			
2.11 Driveway Details		1	4			8		24			
2.12 Parking and Stripping Details		1	4			8		24			
2.13 Water Details I		1	4			8		24			
TOTAL DRAWING PREPARATION MAN-HOURS	0	13	52	0	0	104	0	312	0	0	$0
TOTAL DRAWING PREPARATION REVIEW FEES	$0	$2,600	$8,112	$0	$0	$9,464	$0	$24,336	$0	$0	$0
TOTAL DRAWING PREPARATION COST	$44,512										
III. EVALUATION / PLAN REVIEW											
3.1 Drawing Review		8	16								
3.2 Prepare Civil Specifications		8	12						8		
3.3 Prepare Opinion of Probable Cost		2	8						2		
3.4 Engineering Review / QA-QC		8	12								
TOTAL EVALUATION / PLAN REVIEW MAN-HOURS	0	26	48	0	0	0	0	0	10	0	0
TOTAL EVALUATION / PLAN REVIEW FEES	$0	$5,200	$7,488	$0	$0	$0	$0	$0	$650	$0	$0
TOTAL EVALUATION / PLAN REVIEW COST	$13,338										
IV. CONSTRUCTION / BID PHASE											
4.1 Bidding and Negotiation Services (Bidding Assistance)		4	8						2		
4.2 Shop Drawing Review, Plan Interpretation and Clarification		4	8						2		
4.3 Construction Inspection Servies (Civil Portion. Approx. 3 months)							480				
TOTAL CONSTRUCTION PHASE MAN-HOURS	0	8	16	0	0	0	480	0	4	0	0
TOTAL CONSTRUCTION PHASE FEES	$0	$1,600	$2,496	$0	$0	$0	$40,800	$0	$260	$0	$0
TOTAL CONSTRUCTION PHASE COST	$45,156										
TOTAL EST. MAN-HOURS FOR BASIC SERVICES	0	47	138	0	36	112	480	312	26	72	16
TOTAL EST. FEES FOR BASIC SERVICES	$0	$9,400	$21,528	$0	$4,572	$10,192	$40,800	$24,336	$1,690	$4,680	$2,144
TOTAL EST. COST FOR BASIC SERVICES	$119,342										

DL INC

EXHIBIT "D"

Engineer Contract Rates

ENGINEER CONTRACT RATES

PRINCIPAL	$226/hr
PROJECT MANAGER	$200/hr
PROJECT ENGINEER	$156/hr
ENGINEER V	$182/hr
ENGINEER II	$127/hr
DESIGN ENGINEER	$ 91/hr
CONSTRUCTION INSPECTOR	$ 85/hr
CAD TECHNICIAN	$ 78/hr
CLERICAL	$ 65/hr
SURVEY CREW	$ 65/hr
RPLS	$134/hr

EXHIBIT "E"

Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2008

PRODUCER

Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074
713-272-0558

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED: Dos Logistics, Inc.

212 West Third St.
Weslaco, TX 78596
956-968-8800

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Interstate Fire & Casualty	
INSURER B: Sentinel Insurance/Hartford	
INSURER C: Texas Mutual Insurance Company	
INSURER D: HCC Specialty Insurance Co.	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMSMADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CMR6200015-2	10-28-08	10-27-09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	61UECKO4021	08-18-08	08-18-09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMSMADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001176767	02-10-08	02-10-09	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
D		OTHER Professional E&O	S707-10575-1	10-28-08	10-28-09	$2,000,000 occurrence $ 35,000 retention	

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

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: Ron Robertson

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AI-11977 **20.H.1.**

AUTHORITY TO WAIVE PURCHASE ORDER DEADLINE
CC REGULAR

Date: 11/04/2008
Submitted By: Tanya Delira, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

A. IT Department is requesting exception from "Order" approved by CC designating 10/17/2008 as deadline for major purchases so as to purchase office furniture for the implementation of the Odyssey Project (New Criminal Justice System), with assurances vendor that all requested goods and/or services will be received and/or installed prior to 12/31/2008;
B. Presentation for discussion, consideration, acceptance and approval of a proposal received from Jones and Cook Stationers a TXMAS contracted vendor through the County's participation membership with TXMAS contract # 3-711090-11 in an amount not to exceed $22,236.00.

BACKGROUND

See copy of Jones and Cook Stationers TXmas Quote and Budget Amendment

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-XXX
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding for this item is pending approval of interdept transfer in the amount of $22,300.00 (refer to AI 11978 under DBM).

IT training room is to be used for countywide purposes as well as Oddysey Project training.

Attachments

Link: IT Quote
Link: reqs
Link: e-mail
Link: IT furniture transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2008 03:55 PM	APRV

2	Budget & Management	Veronica Lopez	10/31/2008 06:42 AM	APRV
3	Ivan Cantu	Ivan Cantu	10/31/2008 06:52 AM	APRV
4	Auditor's Office	Linda Fong	10/31/2008 12:48 PM	APRV

Form Started By: Tanya Delira

Started On: 10/29/2008 01:39 PM

Final Approval Date: 10/31/2008

JONES & COOK STATIONERS 956-686-6578 10/13/08 71184-0

SALESMAN 811 TIME 16:53:25
WRITER 811 PAGE 1
FEDERAL #PHONE
PO #08-MIKE

106 S BROADWAY
MCALLEN TX 78501
CUSTOMER # HI3450 DEPT 105
BILLING ADDRESS
HIDALGO COUNTY PURCHASING DEPT

PO BOX 1356
EDINBURG TX 78539

QUOTE
INVOICE
ROUTE # 0802
BEING HELD

SHIPPING ADDRESS
HIDALGO COUNTY COMPUTER DEPT.
1ST FLOOR
100 N. CLOSNER
EDINBURG TX 78539

BIN	ITEM NBR.	CO. ITEM DESCRIPTION	UNIT	ORDER QTY	B/O QTY	SHIP QTY	UNIT PRICE	D T	EXTENDED
		Who Called : MR.MIKE I.T.DEPT HIDCO CNTY							
	91N1872RTFML	NOL 18"X 72"MYRIAD TRAINING TABLEA		11		11	576.000	N	6336.00
	INSTALL	JCS DELIVERY AND INSTALLATION	EA	1		1	564.000	N	564.00

MR.MIKE THIS IS YOUR PRICE QUOTE FOR
THE TRANING ROOM OFFICE FURNITURE YOU
REQUESTED QUOTED TO YOU UNDER THE KIMBAL/
NATIONAL IPA DISCOUNT PROGRAM,STATE CONTARCT
3-0017,THE P.O. MUST BE MADE OUT IN THE
FOOLOWING MANNER..
KIMBAL INTERNATIONAL MARKETING c/oJONE & COOK
1600 ROYAL STREET/MAIL CODE GO-111
JASPER,INDIANA 47549
QUESTIONS PLEASE CALL ME THANK YOU ROB.G.

TOTAL 6900.00

JONES & COOK STATIONERS 956-686-6578 10/13/08 71185-0

SALESMAN 811 TIME 17:44:56

106 S BROADWAY WRITER 811 PAGE 1

MCALLEN TX 78501 FEDERAL #PHONE

CUSTOMER # HI3450 DEPT 105 QUOTE PO #08-MIKE

BILLING ADDRESS INVOICE SHIPPING ADDRESS

HIDALGO COUNTY PURCHASING DEPT ROUTE # 0802 HIDALGO COUNTY COMPUTER DEPT.

BEING HELD 1ST FLOOR

PO BOX 1356 100 N. CLOSNER

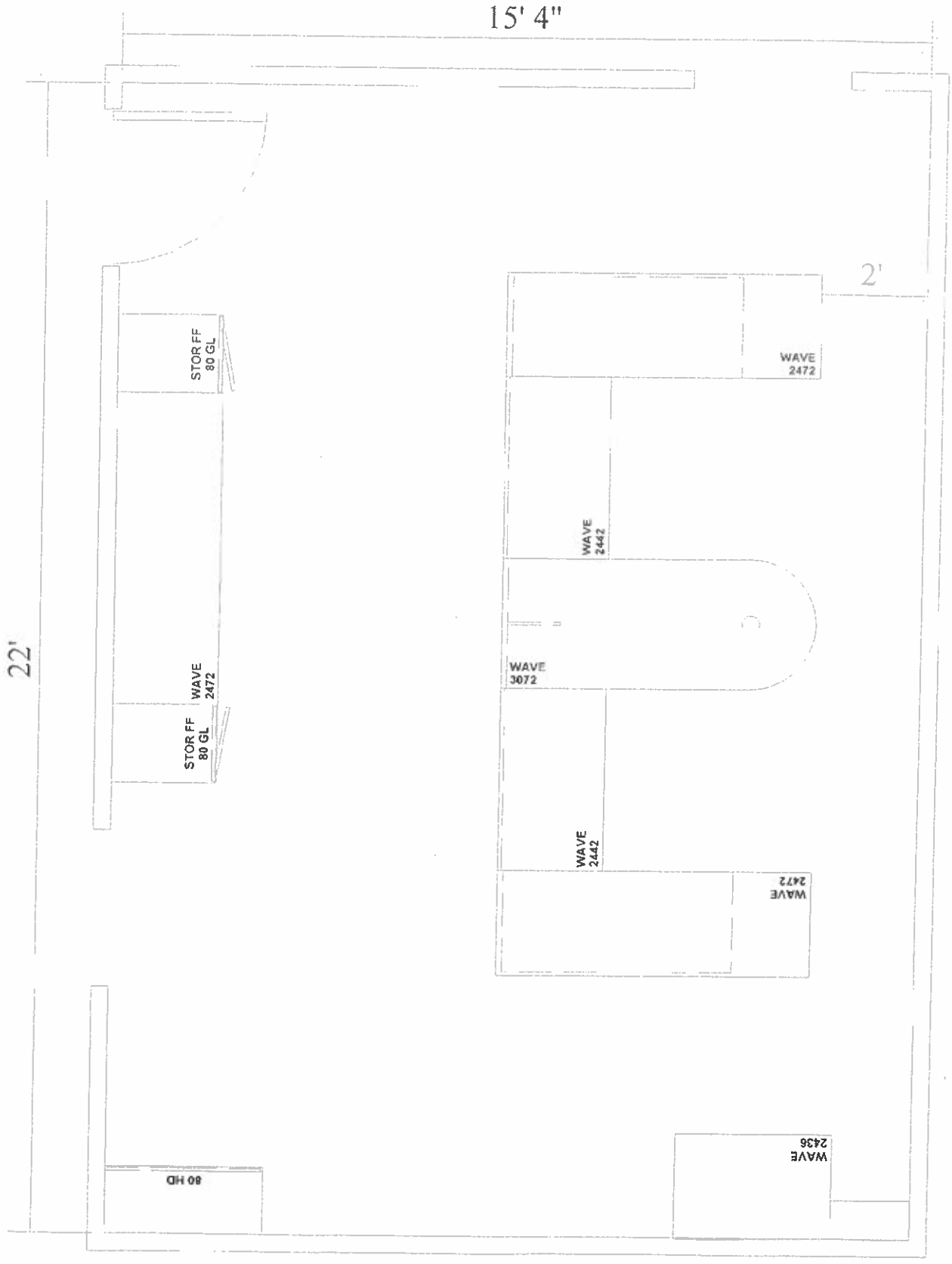
EDINBURG TX 78539 EDINBURG TX 78539

BIN	ITEM NBR.	CO. ITEM DESCRIPTION	UNIT	ORDER QTY	B/O QTY	SHIP QTY	UNIT PRICE	D T	EXTENDED
		Who Called : MR.MIKE I.T.DEPT.HIDCO CNTY							
	INSTALL	JCS DELIVERY AND INSTALLATION	EA	1		1	820.150	N	820.15
	PN2ARB	HON PERPETUAL NESTING CHAIRS	EA	33		33	217.450	N	7175.85

MR.MIKE,THIS IS YOUR PRICE QUOTE FOR THE
OFFICE SEATING FOR THE TRAINING ROOM YOU
REQUESTED,QUOTED TO YOU UNDER THW HON TXAMS
DISCOUNT PROGRAM STATE CONTARCT # 3-711090-11
THE P.O. MUST BE MADE OUT IN THE FOLLOWING
MANNER..
THE HON CO. c/o JONES & COOK
200 OAK STREET
MUSCATINE,IA..
QUESTIONS PLEASE CALL ME THANK YOU ROB.G.

TOTAL 7996.00

Hidalgo County IT
10-15-2008



HIDALGO COUNTY I.T. DEPT.
ADMINISTRATION BLD.
EDINBURG,TEXAS 78539
ATT. MIKE

Jones & Cook Stationers
Christopher
McAllen TX, 78504

Item	Qty	Depart	Mfg	Cat	Part Numbe	Part Description	Category	List	Ext List	Sell	Ext Sell
1	1		NOF	NL2	WWN2472C LFL2	WAVEWORKS,24DX72W,C REDENZA,LEFT PEDEST...	Credenza	$ 1,571.00	$ 1,571.00	$ 1,571.00	$ 1,571.00
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option	60% DISC		$942.60	NET	$628.40
					...	Skipped Option					
					...	Skipped Option					
2	1		NOF	NL2	WWN2472C RFL2	WAVEWORKS,24DX72W,C REDENZA,RIGHT PEDES...	Credenza	$ 1,571.00	$ 1,571.00	$ 1,571.00	$ 1,571.00
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option	60% DISC		$942.60	NET	$628.40
					...	Skipped Option					
					...	Skipped Option					
3	2		NOF	NL2	WW2442BE FL	WAVEWORKS,24DX42W,B RIDGE,LAMINATE	Bridge	$ 387.00	$ 774.00	$ 387.00	$ 774.00
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option	60% DISC		$232.20	NET&154.80	$309.60
					...	Skipped Option					
4	1		NOF	NL2	WWN3072D UL	WAVEWORKS,30DX72W,D ESK,U-SHAPE,NO SUPP...	U-Shape	$ 837.00	$ 837.00	$ 837.00	$ 837.00
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option	60% DISC		$502.20	NET	$334.80
					...	Skipped Option					
5 ✓	1		NOF	NL2	NAC2804SF BWMH	SUPPORT BASE,FULL,WOOD,MOC...	Base/ P-Shape & ...	$ 428.00	$ 428.00	$ 428.00	$ 428.00
							60% DISC		$256.80	NET	$171.20

HIDALGO COUNTY I.T. DEPT.
ADMINISTRATION BLDG
EDINBURG,TEXAS 78539
AEE.MIKE

Jones & Cook Stationers
Christopher
McAllen TX, 78504

Item	Qty	Depart	Mfg	Cat	Part Numbe	Part Description	Category	List	Ext List	Sell	Ext Sell
6	1		NOF	NL2	WWN2472C SFL	WAVEWORKS,24DX72W,CREDENZA,STORAGE,LA...	Credenza	$ 2,607.00	$ 2,607.00	$ 2,607.00	$ 2,607.00
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option	60% DISC		$1,564.20	NET	$1,042.80
					...	Skipped Option					
					...	Skipped Option					
7	1		NOF	NL2	WWN2436P FHL	WAVEWORKS,24DX36W,DOUBLE DOOR UNIT,LAM...	Double Door Unit	$ 1,093.00	$ 1,093.00	$ 1,093.00	$ 1,093.00
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option	60% DISC		$655.80	NET	$437.20
					...	Skipped Option					
					...	Skipped Option					
8	1		NOF	NL2	WWN1880 VHL2L	WAVEWORKS,... TORAGE WARDROBE,L...	Storage ...	$ 1,358.00	$ 1,358.00	$	$ 1,358.00
					5	EXTENDED					
					...	Skipped Option	60% DISC		$814.80	NET	$ 543.20
9	1		NOF	NL2	WW1880 VHR2L	WAVEWORKS,... TORAGE WARDROBE,RI...	Storage ...	$ 1,358.00	$	$ 1,358.00	$ 1,358.00
					5	EXTENDED					
					...	Skipped Option	60% DISC		$814.80	NET	$ 543.20
10	1		NOF	NL2	WWN3680B COHFW	WAVEWORKS,36WX80H,BOOKCASE,WITH DOORS...	Bookcase	$ 1,997.00	$ 1,997.00	$ 1,997.00	$ 1,997.00
					...	Skipped Option	60% DISC		$1,198.20	NET	$798.80
					...	Skipped Option					
						Grand Total			$ 13,586.00		$ 13,586.00

MR.MIKE. THIS IS YOUR PRICE QUOTE FOR THE OFFICE FURNITURE YOU REQUESTED, QUOTED TO YOU UNDER THE KIMBAL/NATIONAL TXMAS DISCOUNT PROGRAM STATE CONTRACT # 3-711060-28. THE P.O. MUST BE MADE OUT IN THIS MANNER..
KIMNAL INTERNATIONAL MARKETING c/o JONES & COOK
1600 ROYAL STREET / MAIL CODE GO -111
JASPER,INDIANA 47549

SUB-TOTAL NET.....$ 5,437.60
DELIVERY & INSTAL..$ 682.40
TOTAL PROJECT COST.$ 6,120.00

JONES & COOK STATIONERS

106 S BROADWAY
MCALLEN TX 78501
CUSTOMER # HI3450 DEPT 105
BILLING ADDRESS
HIDALGO COUNTY PURCHASING DEPT

PO BOX 1356
EDINBURG TX 78539

956-686-6578

10/13/08 71182-0
SALESMAN 811 TIME 16:23:16
WRITER 811 PAGE 1
FEDERAL #PHONE

QUOTE
INVOICE
ROUTE # 0802
BEING HELD

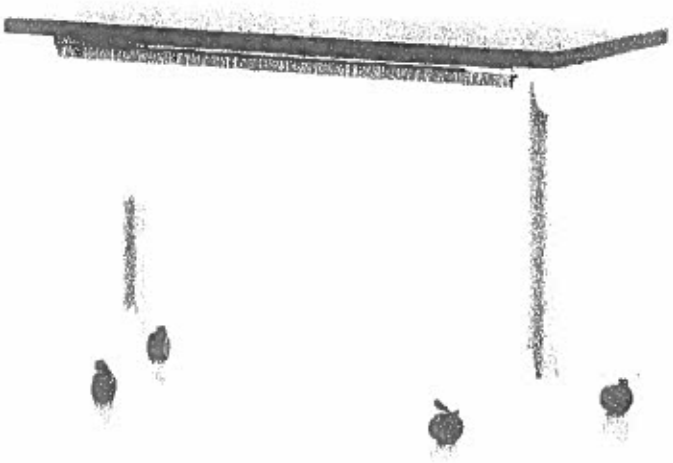
PO #08-RENAN
SHIPPING ADDRESS
HIDALGO COUNTY COMPUTER DEPT.
1ST FLOOR
100 N. CLOSNER
EDINBURG TX 78539

BIN	ITEM NBR.	CO. ITEM DESCRIPTION	UNIT	ORDER QTY	B/O QTY	SHIP QTY	UNIT PRICE	D T	EXTENDED
		Who Called : MR.RENAN I.T.DEPT HIDALGO CNTY							
	7874HU17	GLO CENTER TBLE/OTTOMAN	EA	1		1	176.630	N	176.63
	C24PTBBFFLHUTMPGLO	PERSONAL STRG WARDROBEE	EA	1		1	920.300	N	920.30
	INSTALL	JCS DELIVERY AND INSTALLATION	EA	1		1	123.070	N	123.07

MR.RENAN,THIS IS YOUR OFFICE FURNITURE
QUOTE THAT YOU REQUESTED,QUOTED TO YOU
UNDER THE GLOBAL TXMAS DISCOUNT PROGRAM
STATE CONTRACT # 3-71111-010,THE P.O.
MUST BE MADE OUT IN THE FOLLOWING MANNER
GLOBAL INDUSTRIES INC.c/o JONES & COOK
6950 ALAMO DOWNS SUITE 100
SAN ANTONIO,TEXAS 78238
QUESTIONS PLEASE CALL ME THANK YOU ROB.G.

TOTAL 1220.00

Myriad™ Training Tables



Myriad training tables are a simple solution ideal for any group learning environment.

With a clean look, durable surfaces and functional design, Myriad arranges easily to accommodate any sized training class or activity. Or, it can be tucked away/nested conveniently in a corner when more floor space is required. Choose from wood, laminate or thermofoil tops, an optional power/data center and modesty panel to complete your training table needs. Simple and functional, the keys to effective training... and training tables.

Sizes

- Tables are available in two depths 18" and 24" and in widths of 48", 60" and 72"

Tops

- Wood, laminate or thermofoil tops are available in a wide variety of finishes, patterns and colors
- Wood tops available in 6 rim profiles, Laminate tops available in 2 rim profiles, Thermofoil tops feature a softened rim profile
- One touch release lever which allows top to flip vertically for convenient storage
- Wood tables feature National's IntegraClear™ environmentally-friendly UV finish

Bases

- Angled bases are designed for nesting and feature smooth rolling, locking casters
- Bases are available in Platinum Metallic, Satin Nickel Metallic, Anthracite Metallic or Cinder

Modesty

- Optional Modesty Panel features an organic graphic imprinted on frosted acrylic and spans table from leg-to-leg

Technology

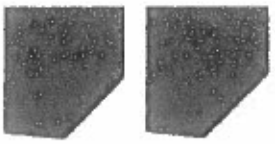
- Optional One Touch Pivoting Power Grommet features an aluminum frame, 2 power outlets and 2 data ports
- Up to 8 Interlink modules can be specified as a power/data solution for multiple training tables

Optional One Touch Pivoting Power Grommet

Rim Profiles

Softened Wood | Reed Wood

Cove Wood | Flip Wood



Concave Wood | Step Wood

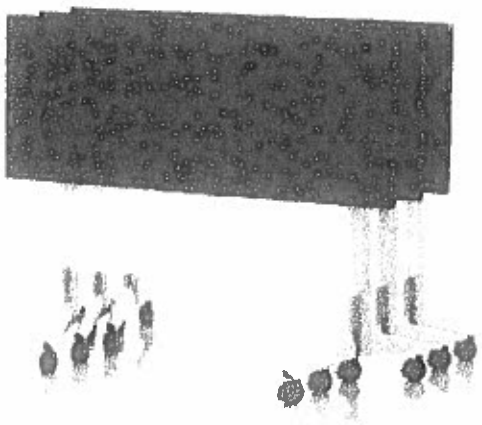
Softened PVC | Reed PVC

Softened Thermofoil

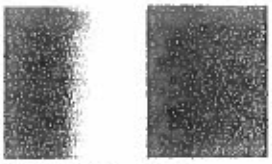
Table Sizes

48" Training Table | 60" Training Table | 72" Training Table

Flip/Nest/Store



Base Colors



Platinum Metallic | Satin Nickel Metallic | Anthracite Metallic | Cinder

Dimension Key

D Depth
W Width
H Height

Model No.	Description	List Price	Dimensions			Cartoned Weight	Cubic Feet
One Touch Pivoting Power Grommet			D	W	H		
[illegible]	[illegible]	$ [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

- [illegible]
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Byrne Training Table Interlink System

			D	W	H		
[illegible]	[illegible]	$ [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

- [illegible]
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- [illegible]

Table Ganging Bracket

[illegible]	[illegible]	$ [illegible]	[illegible]	[illegible]	[illegible]	[illegible]

- [illegible]
- [illegible]
- [illegible]

RIM PROFILE OPTIONS

Softened Wood (T)

Reed Wood (R)

Cove Wood (P)

Zip Wood (Z)

Concave Wood (C)

Step Wood (L)

Softened PVC (V)

Reed PVC (N)

Softened Thermofoil (S)

RIM PROFILE FINISHES

PVC Softened Rim

- HN Honey
- AC2 Autumn 2
- BL Black
- CH2 Cherry
- DH Dark
- MH Mocha
- OAK Oakley
- SMK Smokey
- STL Stoney
- SWA Quad
- WAL Walnut
- WHI Antique White

PVC Reed Rim

- HN Honey
- AC2 Autumn 2
- BL Black
- CH Cherry
- MH Mocha

WOOD FINISHES

- NM Natural
- CH Cherry
- HN Honey
- AC Autumn
- AM Amber
- MH Mocha
- WA Walnut
- DH Dark

LAMINATE WORKSURFACES

Woodgrain Laminate

- HN Honey
- AC2 Autumn 2
- BL Black
- DH Dark
- CH2 Cherry

Solid Laminate

- CHS Cherry
- MHS Mocha
- GRS Graphite
- SWS Quad
- WAS Walnut
- GRS Graphite
- SWS Quad
- WHS Antique White

Pattern Laminate

- BW Bleached Walnut
- BOS Bourbon Oak
- CHP Champagne Pear
- SWP Sahara Pear
- WHP White Pear
- OLP Olive Legacy
- SAP Sandal Legacy
- GRP Gray Legacy
- CHP Cherry Legacy

THERMOFOIL WORKSURFACES

- MH Mocha
- GRA Graphite
- SWA Quad
- WAL Espresso Walnut
- WHI Antique White
- SAN Sandstone Oak
- NAT Natural Oak

METAL COLORS

- BLK Black
- SLV Platinum Metallic
- SSV Satin Nickel Metallic
- AMV Antique Metallic

SHEEN OPTIONS

- S Standard Sheen
- M Matte Finish

GROMMET OPTIONS

- [illegible] Standard Grommet Options (Not Available with Power)
- [illegible] Round Grommet, Black Plastic Insert
- [illegible] Slot Open Floating Power Grommet (Black Insert)
- [illegible] Extra Slot Open Floating Power Grommet (Black Insert with Beige Integrated Systems Feed) (Std)

Customer Specified Laminate (CSL) Program

Program Details

- [illegible] Standard Precision Worksurface Sizes and Rectangle Tops Only
- Double 16 GA Powder Coated Steel Reinforcement Channel Supplied for Power Applications Only
- 4 360° Leveling Glides on Frame
- Natural Oak and Sandstone Oak Thermofoil Worksurfaces Only
- Natural Oak and Sandstone Oak Thermofoil Worksurfaces Only

CSL Ordering Process

- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]

CSL Policy

- [illegible]
- [illegible]

Jones & Cook STATIONERS

OCTOBER 28,2008 A/C # HI3450-105

HIDALGO COUNTY I.T. DEPT.
100 N.CLOSNER
EDINBURG,TEXAS 78539

ATT.MR.MIKE ROBLEDO

RE:DELIVERING OF OFFICE FURNITURE..
DEADLINE DECEMBER 20,2008

MR.ROBLEDO,

AFTER CONSULTING WITH THE HON CO. KIMBAL/NATIONAL AND THE GLOBAL CO. ALL THREE MANUFACTORS HAVE STATED THAT IF THEY RECEIVED A PURCHASE ORDER BY THE 07TH OF NOVEMBER 2008,THEY SEE NO PROBLEMS IN SHIPPING THE FURNITURE BY THE 15th OF DECEMBER.

WE AT JONES & COOK HAVE NO PROBLEMS DELIVERING AND INSTALLING THE OFFICE FURNITURE BY THE 20th OF DECEMBER 2008.

IF A PURCHASE ORDER IS NOT RECEIVED BY THE 14th OF NOVEMBER,THE MANUFACTORING CO. CLAIMS IT WILL BE CUTTING IT TO CLOSE TO COMMIT FOR THE DELIVERY BY THE 15th OF DECEMBER DUE TO SCHEDULING..NATIONAL AND GLOBAL WILL NOT CLOSE FOR THE HOLIDAYS BUT THE HON CO. WILL CLOSE FROM DEC.22nd UNTIL,JANUARY 2nd 2009.

I HOPE THIS HELPS YOU IN MAKING A DECISION..THANK YOU...

ROBERT GARCIA
JONES & COOK

CORPORATE OFFICE
106 S. Broadway
McAllen, Texas 78501
Phone: (956) 686-6578
Fax: (956) 686-0274

www.jonescook.com

LOCATIONS
106 S. Broadway
McAllen, Texas 78501
Phone: (956) 686-6578
Fax: (956) 686-0274

5001 N. McColl
McAllen, Texas 78504
Phone: (956) 686-9576
Fax: (956) 687-2122

919 W. Highway 83
Pharr, Texas 78577
Phone: (956) 787-3233
Fax: (956) 787-2834

431 S. Texas
Weslaco, Texas 78596
Phone: (956) 938-7517
Fax: (956) 969-4070

501 A.N. Ed Carey Drive
Harlingen, Texas 78552
Phone: (956) 428-0661
Fax: (956) 428-0666

5460 Paredes Line Rd
Brownsville, Texas 78526
Phone: (956) 542-4822
Fax: (956) 542-3399

4934 Greenwood Drive
Corpus Christi, Texas 78416
Phone: (361) 225-0772
Fax: (361) 225-3055

11889 Starcrest Drive
San Antonio, Texas 78247
Phone: (210) 650-3995
Fax: (210) 650-5506

13003 Southwest Freeway
Suite 170
Stafford, Texas 77477
Phone: (281) 277-6500
Fax: (281) 277-6503

Requisition

Req # 00142706

PO #

Date: 10/30/08

Bill To: x
x

Vendor : 190403
GLOBAL INDUSTRIES, INC.
6950 ALAMO DOWNS, SUITE 100
SAN ANTONIO TX 78238
FAX (956)686-0274

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE # 71182-0		
		DO NOT DUPLICATE ORDER		
1.00	EACH	7874HU17 GLO/TBLE/OTTOMAN	176.63	176.63
1.00	EACH	C24PTBBFFLHUTMP GLO PERSONAL STRG WARDROBEE	920.30	920.30
1.00	EACH	JCS DELIVERY AND INSTALLATION	123.07	123.07
		Account No	Encumbrance	
			Freight	.00
			Total	1,220.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00142709

PO #

Date: 10/30/08

Bill To: x
x

Vendor : 190403
KIMBALL INTERNATIONAL MARKETING, INC
DBA KIMBALL OFFICE
1600 ROYAL STREET
JASPER IN 47549
FAX (956)686-0274

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT # 3-711060-28		
		DO NOT DUPLICATE ORDER		
1.00	EACH	WWN2472CLFL2 WAVEWORKS, 24DX72W,CREDENZA, LEFT PEDEST. (#1)	628.40	628.40
1.00	EACH	WWN2472CRFL2 WAVEWORKS, 24DX72W, CREDENZA, RIGHT PEDEST. (#1)	628.40	628.40
2.00	EACH	WW2442BEFL WAVEWORKS, 24DX42W. BRIDGE, LAMINATE (#1)	154.80	309.60
1.00	EACH	WWN3072D UL WAVEWORKS, 30DX72W, DESK, U-SHAPE, NO SUPP (#1)	334.80	334.80
1.00	EACH	NAC2804SFBWMH SUPPORT BASE, FULL, WOOD MOC	171.20	171.20
1.00	EACH	WWN2472CSFL WAVEWORKS, 24DX72W,CREDENZA, STORAGE, LA (#2)	1,042.80	1,042.80
1.00	EACH	WWN1880VHL2L WAVEWORKS, STORAGE WARDROBE, L... EXTENDED (#2)	543.20	543.20
1.00	EACH	WW1880 VHR2L WAVEWORKS STORAGE WARDROBE RI EXTENDED (#2)	543.20	543.20
1.00	EACH	WWN3680B COHFW WAVEWORKS, 36WX80H, BOOKCASE, WITH DOORS (#3)	798.80	798.80
1.00	EACH	WWN2436P FHL WAVEWORKS, 24DX36W, DOUBLE DOOR UNIT, LAM... (#4)	437.20	437.20
1.00	EACH	DELIVERY & INSTALLATION	682.40	682.40
		Account No	Encumbrance	
			Freight	.00
			Total	6,120.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00142708

PO #

Date: 10/30/08

Bill To: x
x

Vendor : 190403
KIMBALL INTERNATIONAL MARKETING, INC
DBA KIMBALL OFFICE
1600 ROYAL STREET
JASPER IN 47549
FAX (956)686-0274

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE # 71184-0		
		DO NOT DUPLICATE ORDER		
11.00	EACH	91N1872RTFML NOL 18" X 72" MYRAID TRAINING TABLE	576.00	6,336.00
1.00	EACH	JCS DELIVERY AND INSTALLATION	564.00	564.00
		Account No	Encumbrance	
			Freight	.00
			Total	6,900.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00142707

PO #

Date: 10/30/08

Bill To: x
x

Vendor : 190403
THE HON COMPANY
200 OAK STREET
MUSCATINE IA 52761
FAX (956)686-0274

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE# 71185-0		
		DO NOT DUPLICATE ORDER		
1.00	EACH	JCS DELIVERY AND INSTALLATION	820.15	820.15
33.00	EACH	HON PERPETUAL NESTING CHAIRS	217.45	7,175.85
		Account No	Encumbrance	
			Freight	.00
			Total	7,996.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Darlene Betancourt

From: Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
Sent: Wednesday, October 29, 2008 2:14 PM
To: 'tanya.delira@co.hidalgo.tx.us'
Subject: FW: Request for funding
Attachments: IT Dept- Furniture Request.pdf; Jones&Cook_Letter.pdf

Tanya
For your information

Darlene H. Betancourt, CPPB
Procurement Process & Data Manager
Hidalgo County Purchasing Department
2802 S. Business Highway 281
Edinburg, Texas 78539
(956) 292-7000 x-4852
(956) 292-7612 (Fax)
darlene.betancourt@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, October 29, 2008 12:58 PM
To: darlene.betancourt@co.hidalgo.tx.us
Cc: ramon.vela@co.hidalgo.tx.us; 'Oscar Garza'
Subject: FW: Request for funding

Ms. Darlene,
Assign this project to someone. Remember that the agenda request first needs to ask to waive the deadline for submission of request to purchase imposed for Oct. 17th. Secondly, will be request to purchase the furniture through TXMAS. Third, requisition will probably require an "over-ride" from Auditor. We need it on for next Tuesday, Nov. 4th.
Thanks,
Marty

From: mike [mailto:mike@co.hidalgo.tx.us]
Sent: Wednesday, October 29, 2008 12:03 PM
To: Marty Salazar; dina.trevino@co.hidalgo.tx.us
Cc: 'J. D. Salinas'; renan@co.hidalgo.tx.us
Subject: FW: Request for funding

Ms. Marty,

As discussed yesterday in commissioners' court, we spoke with Ms. Dina Trevino from Budget Office last week, and she suggested that we meet with you regarding the feasibility of getting a PO from the County's Purchasing Department.

As you requested, attached is the Jones and Cook "promise to deliver" letter. We are hereby requesting to be on the agenda for the following:
1) Authorization on issuance of said Purchase Order, and
2) Budget Amendment in the amount of $20,000.

Mike Robledo
Information Systems Administrator
Hidalgo County Information Technology Department
100 E. Cano, 4th Floor
Edinburg, Texas 78539
O (956) 318-2151
F (956) 318-2152
E mike@co.hidalgo.tx.us

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From: mike [mailto:mike@co.hidalgo.tx.us]
Sent: Tuesday, October 21, 2008 4:56 PM
To: 'dina.trevino@co.hidalgo.tx.us'
Cc: Valde Guerra (valde.guerra@co.hidalgo.tx.us); 'renan@co.hidalgo.tx.us'; 'J. D. Salinas (jd.salinas@co.hidalgo.tx.us)'
Subject: Request for funding

Ms. Dina,

As you may already know, the Odyssey project (New Criminal Justice System) is already under way and the County is moving forward with the transition. We already have the funding in place for Odyssey software and hardware. However, we are still lacking funding for furniture for our new training room and other items.

The quotes for the furniture is attached. We are hereby requesting $20,000 in funding for this purchase. Keep in mind that this training room will also be used for all other Countywide related trainings and/or workshops. Please let me know if there is anything else you need from us.

Mike Robledo
Information Systems Administrator
Hidalgo County Information Technology Department
100 E. Cano, 4th Floor
Edinburg, Texas 78539
O (956) 318-2151
F (956) 318-2152
E mike@co.hidalgo.tx.us

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DATE: October 29, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Computer Dept.

ACCOUNT NUMBER: 8-1100-4XX-00-1XX-0XX-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1100-415-00-115-002-0- 899	CO. WIDE ADM.-	CONTINGENCY	(22,300.00)
TO			
8-1100-415-00-200-002-0- 432	COMPUTER DEPT-	R & M SERVICES-EQUIPMENT	7,961.62
8-1100-415-00-200-002-0- 666	COMPUTER DEPT-	MINOR OFFICE FURNITURE	13,295.58
8-1100-415-00-200-002-0- 746	COMPUTER DEPT-	OFFICE FURNITURE	1,042.80
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund the purchase of minor office furniture for new IT Dept training room for countywide use (refer to quote from Jones & Cook Stationers).

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-11954 **20.I.1.**

Change Order No 3 Highland 1st and 2nd Street Pct 1
CC REGULAR

Date: 11/04/2008
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Change Order No. 1 (increase) with contractor J.M. Construction for High Land 1st and 2nd Streets (2 additional streets) for material and work adjustments in the amount of $18,176.00 as submitted through project engineer, TEDSI Infrastructure Group, a Border Colonia Access Program Project. C-CAP-008-004-02-20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-121-318-1-733/734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

High Land, object code 734 "Subdivision Streets" Amount available in PO #605603 $74,411.16 for J.M. Construction Inc. as of 10-29-08.
High Land, object code 733 "Drainage Ditches" Amount available in PO #605603 $14,173.56 for J.M. Construction Inc. as of 10-29-08.

Funding for Change Order increase #1 is pending approval of AI-11957 in the amount of $14,479.14 for High Land Subdivision, CC 11-04-08, line item transfer consent agenda. PO increase will follow after approval.

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-733/734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pct. 1 P/U Rd, object code 733 "Drainage Ditches" Amount available for PO #605603 $14,919.88 as of 10-29-08 for J.M. Construction.
Pct. 1 P/U Rd, object code 734 "Subdivision Streets" Amount available for PO #605603 $8,636.34 as of 10-29-08 for J.M. Construction.

PO increase in the amount of $3,696.86 will follow after approval. Available Balance as of 9-30-08 $14,261.61 for object code 734.

Attachments

Link: Change Order No 1 Highland 1st and 2nd Street

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Laura Moya	Laura Moya	10/29/2008 09:14 AM	APRV
2	Purchasing Department	Marty Salazar	10/29/2008 01:56 PM	APRV
3	Budget & Management	Veronica Lopez	10/29/2008 02:04 PM	APRV
4	Ivan Cantu	Ivan Cantu	10/30/2008 07:34 AM	APRV
5	Auditor's Office	Linda Fong	10/30/2008 07:50 AM	APRV
6	Mike Escaname		10/31/2008 04:43 PM	NEW

Form Started By: Marcie Jackson — Started On: 10/28/2008 09:11 AM

Final Approval Date: 10/31/2008

CHANGE ORDER #1

PROJECT: "ROAD & DRAINAGE CONSTRUCTION ( ) HIGHLAND SUBDIVISION"

DATE OF ISSUANCE: _____ **EFFECTIVE DATE:** _____

OWNER: HIDALGO COUNTY PRECINCT No. 1
OWNER's Contract No.: CAP-008-004-02-20

CONTRACTOR: J.M. CONSTRUCTION **ENGINEER:** TEDSI INFRASTRUCTURE GROUP

You are directed to make the following changes in the Contract Documents.

Description:
1. Added quantities for Item 100, 134, 247, 310, 340, 500, 502, 2500, 2500, 530
2.
3.
4.
5.
6.

Reason for Change Order:
1. Hidalgo County Precinct #1 requested Contractor construct two additional roadways 320' total length.
2.
3.
4.
5.
6.

Attachments: Change Order No 1 Tabulation

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 168,786.50		Original Contract Time for Substantial Completion:	120 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 168,786.50		Contract Time prior to this Change Order Substantial Completion:	120 calendar days or dates
Net Increase (decrease) of this Change Order $ 18,176.00		Net Increase (decrease) of this Change Order	0 calendar days
Contract Price with all approved Change Orders $ 186,962.50	Net % increase (decrease) from original contract price. 10.77 %	Contract Time with all approved Change Orders Substantial Completion:	120 calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 10.14.2008	Date: _____	Date: 10/28/08

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 1
BERNAL & HIGHLAND SUBDIVISION
BID NUMBER: CAP-08-004-02-20

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
	(905) ROADWAY								
100	26.18	3.2	STA	Preparing ROW	$ 400.00		$ 10,472.00	1,280.00	11,752.00
134	26.18	3.2	STA	Backfill (TY B)	$ 200.00		$ 5,236.00	640.00	5,876.00
247	1357	143	CY	FL BS (Rdwy Del)(TyD, GR6, CL4)	$ 20.00		$ 27,140.00	2,860.00	30,000.00
310	1455	150	GAL	ASPH Material (MC-30)	$ 5.00		$ 7,275.00	750.00	8,025.00
340	596	61	TON	ASPH Concrete (TY D)	$ 81.00		$ 48,276.00	4,941.00	53,217.00
500	2	1	LS	Mobilization	$ 1,000.00		$ 2,000.00	1,000.00	3,000.00
502	2	0.5	MO	Barricades, Signs and Traffic Handling	$ 2,000.00		$ 4,000.00	1,000.00	5,000.00
530	275		SY	Turnout (ASPH-CONC-PAV)(PBS-2)	$ 21.00		$ 5,775.00	0.00	5,775.00
2500	8145	854	SY	EN-1 Treat. Flexbase (DC)(6")	$ 2.50		$ 20,362.50	2,135.00	22,497.50
2500	46	5	GAL	EN-1 Roadbond (Flexbase)	$ 90.00		$ 4,140.00	450.00	4,590.00
5249	120		LF	Temporary Sediment Control Fence	$ 4.00		$ 480.00	0.00	480.00
5249	120		LF	Temporary Sediment Control Fence (REMOVE)	$ 3.00		$ 360.00	0.00	360.00
				Total Roadway :			**$ 135,516.50**	**$ 15,056.00**	**$ 150,572.50**
	(906) DRAINAGE								
464	80		SY	18"RCP (CL III)	$ 30.00		$ 2,400.00	0.00	2,400.00
464	2		SY	SET (TY II)(18 IN)(RCP)	$ 600.00		$ 1,200.00	0.00	1,200.00
467	82		SY	Driveways (Conc.)(4")	$ 30.00		$ 2,460.00	0.00	2,460.00
530	615	120	SY	Driveways (ASPH-CONC-PAV)(PB-1)	$ 26.00		$ 15,990.00	3,120.00	19,110.00
556	660		LF	15" Corrugated ADS Pipe	$ 17.00		$ 11,220.00	0.00	11,220.00
				Total Drainage :			**$ 33,270.00**	**$ 3,120.00**	**$ 36,390.00**
				TOTAL BASE AMOUNTS:			**$ 168,786.50**	**$ 18,176.00**	**$ 186,962.50**

AI-12007 **20.J.1.**

BCAP - PCT NO 2 R. GUTIERREZ
CC REGULAR

Date: 11/04/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #1 (with a proposed fee of $34,034.74) with R. Gutierrez Engineering to provide Engineering services to Hidalgo County Precinct No. 2 for Border Colonia Access Program Round III Projects. C-CAP-08-029A-10-28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1312-431-00-122-413 & 454
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

For funding availibility information, please see the attached 2008 Expense Report for fund 1312 (dated 10/30/08).

Attachments

Link: work authorization NO 1

Link: 2008 Exp Rpt for 1312 pro 413 & 454 10-30-08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2008 11:17 AM	APRV
2	Budget & Management	Veronica Lopez	10/30/2008 12:06 PM	APRV
3	Dale Kennan	Dale Kennan	10/30/2008 01:36 PM	APRV
4	Auditor's Office	Linda Fong	10/31/2008 08:43 AM	APRV
5	Court Administrator	Angela Garcia	10/31/2008 09:58 AM	APRV

Form Started By: Laura Moya Started On: 10/29/2008 03:57 PM

Final Approval Date: 10/31/2008

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-029A-___-___
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the **Agreement** made by and between the **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**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is to provide Plans, Specifications and Estimate (PS&E) and Construction Inspection for Round 3 funded Proposition 2 – Border Access Colonia Program Projects of Hidalgo County Precinct No. 2 as identified in Attachment "B".

The scope of services to be provided by the **Owner** is identified in ***ATTACHMENT "A" –Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***ATTACHMENT "B" –Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$34,034.74.** This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as ***ATTACHMENT*** **"D"**.

PART 3. PAYMENT
Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. FUNDING
This Work Authorization No. 1 shall be funded through funding source:

Account No. _____

Requisition No. _____ (must be included after CC approval)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or December 31, 2009.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgment and confirmation by Hidalgo County Precinct No. 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2:

By: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioner's Court on _____, 2008 as indicated below and effective as of __ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E., President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Juan D. Salinas III, County Judge

ATTEST:

By: _____
Name: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

ATTACHMENT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General

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

1) Authorization to the Engineer to begin work.

2) Payment for work performed by the engineer.

3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.

4) Provide any available relevant data that may on file concerning the Project.

5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.

6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

7) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.

8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.

9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.

10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.

11) Provide Engineer with Geotechnical Data of existing pavement thickness.

ATTACHMENT "B"

Services to be Provided by the Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE - GENERAL PROJECT MANAGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUCTION PHASE – CONSTRUCTION MANAGEMENT, & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANAGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Attachment "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1) Review, verify and gather data necessary to proceed with design of approved TXDOT Colonia Projects.

2) Perform interviews with each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3) Obtain geotechnical data for pavement designs; determine subsurface conditions.

4) Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5) Identify preliminary alignments; develop typical sections.

6) Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7) Verify FEMA FIRM zones and requirements.

8) Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify all existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts, The layout sheets will be reproducible drawings (11" X17") with the following information:

    a) Existing and/or proposed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at approximately 1,000 ft. intervals, or at intervals appropriate to suit field conditions, using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include: flow lines and/or top of structures for drain pipes, inlets, manholes, other miscellaneous structures and ditches.

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepare parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11" X 17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate an economically

efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provided to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, references to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Services for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric design – horizontal and vertical alignments, intersection geometrics; to be incorporated onto plan and profile sheets.

2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavement markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1) The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgement/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2) The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3) The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4) Specifications List and general Notes. The Engineer will prepare an applicable

specification list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5) Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6) Contract Time Determination Statement. The Engineer will determine the time required for construction of the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

7) Additional documents. Right of Way Certification letter, material testing and sampling table.

III. CONSTRUCTION PHASE SERVICES

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3) The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration

4) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

5) The Engineer will coordinate and conduct a pre-construction conference.

6) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer

will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8) The Engineer will provide Project site inspection of the authorized construction contract(s) as follows:

   a) Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection of construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10) Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

11) Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12) As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) sets of prints.

ATTACHMENT "C"
WORK SCHEDULE

	2008				2009											
	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Las Milpas Subd & McColl Estates Subd																
Topographic Survey, Agency Coordination & Preliminary Design																
Detailed Design, Plan Preparation & Construction Bid Documents																
Letting Process																
Construction Activities																

ATTACHMENT "D"

ESTIMATED COST PROPOSAL

WORK AUTHORIZATION NO. 1

TWDB ID#	Colonia Name	Project Length (mi)	Professional Service Fee
M1080413	Las Milpas Subdivision	0.25	$17,407.93
M1080454	McColl Estates Subdivision	0.24	$16,626.81
			$34,034.74

Fee Breakdown as follows:

Phase I: 40% of Professional Service Fee
Phase II: 40% of Professional Service Fee
Phase III: 20% of Professional Service Fee

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-122-413-0-312	LAS MILPAS SUBD-INDIRECT COSTS	4,682.90	.00	.00	.00	4,682.90	.00
8-1312-431-00-122-413-0-334	LAS MILPAS SUBD-ENGINEER & ARCHITECT SRV	17,407.93	.00	.00	.00	17,407.93	.00
8-1312-431-00-122-413-0-339	LAS MILPAS SUBD-OTHER PROF SRVS	5,538.89	.00	.00	.00	5,538.89	.00
8-1312-431-00-122-413-0-733	LAS MILPAS SUBD-DRAINAGE DITCHES	72,685.00	.00	.00	.00	72,685.00	.00
8-1312-431-00-122-413-0-734	LAS MILPAS SUBD-SUBDIVISION STREETS	85,568.88	.00	.00	.00	85,568.88	.00
8-1312-431-00-122-413-0-899	LAS MILPAS SUBD-CONTINGENCY	3,873.99	.00	.00	.00	3,873.99	.00
8-1312-431-00-122-454-0-312	MCCOLL ESTATES SUBD-INDIRECT COSTS	4,496.91	.00	.00	.00	4,496.91	.00
8-1312-431-00-122-454-0-334	MCCOLL ESTATES SUBD-ENG & ARCH SERVICES	16,626.81	.00	.00	.00	16,626.81	.00
8-1312-431-00-122-454-0-339	MCCOLL ESTATES SUBD-OTHER PROF SRVS	5,290.35	.00	.00	.00	5,290.35	.00
8-1312-431-00-122-454-0-733	MCCOLL ESTATES SUBD-DRAINAGE DITCHES	68,875.00	.00	.00	.00	68,875.00	.00
8-1312-431-00-122-454-0-734	MCCOLL ESTATES SUBD-SUBDIVISION STREETS	82,277.77	.00	.00	.00	82,277.77	.00
8-1312-431-00-122-454-0-899	MCCOLL ESTATES SUBD-CONTINGENCY	3,730.87	.00	.00	.00	3,730.87	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**371,055.30**	**.00**	**.00**	**.00**	**371,055.30**	**.00**
8 YEAR		**371,055.30**	**.00**	**.00**	**.00**	**371,055.30**	**.00**

AI-11876 **20.K.1.**

BCAP PCT NO 3 - AWARD N Country Estates & Basham No 16 Subd CC REGULAR

Date:	11/04/2008
Submitted By:	Laura Moya, PURCHASING DEPT.
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.3

Information

CAPTION

Presentation for discussion, consideration and action on a recommendation by project engineer Javier Hinojosa Engineers to award to the lowest bidder meeting all specifications for CAP-08-027-10-15-LRM North Country Estates Subdivision & Basham No. 16 Subdivision and approval of contract subject to CC's legal counsel review, TXDOT approval and receipt of applicable bonds.

BACKGROUND

As per Laura Moya, the contract is not complete. Attached is a copy of the draft that is normally used. The contract will be completed after awarding when the bonds are issued.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1310-431-00-123-065-0-731

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

BUDGETARY IMPACT:

Available balance as of 10/31/08 $41,145.50.

FISCAL YEAR: **ACCT. #:** 8-1310-431-00-123-066-0-731

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

BUDGETARY IMPACT:

Available balance as of 10/31/08 $41,145.00.

FISCAL YEAR: **ACCT. #:** 8-1310-431-00-123-462-0-731

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

BUDGETARY IMPACT:

Available balance as of 10/31/08 $82,106.00.

Attachments

Link: Bid award north country and bash

Link: Bid Tabulation

Link: Bid tab sheet

Link: Draft

Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/29/2008 01:50 PM	APRV
2	Budget & Management	Veronica Lopez	10/29/2008 02:02 PM	APRV
3	Erika Reyna	Erika Reyna	10/31/2008 09:46 AM	APRV
4	Auditor's Office	Linda Fong	10/31/2008 09:59 AM	APRV
5	Dina Trevino	Dina Trevino	10/31/2008 01:26 PM	APRV
6	Erika Reyna	Erika Reyna	10/31/2008 02:21 PM	APRV
7	Court Administrator		10/31/2008 02:23 PM	NEW

Form Started By: Laura Moya Started On: 10/22/2008 03:10 PM

Final Approval Date: 10/31/2008

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

October 22, 2008

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Round I
Bid No. CAP-08-027-10-15-LRM
North Country Estates Subdivision & Basham No. 16 Subdivision

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-08-027-10-15-LRM North Country Estates & Basham No. 16 Subdivisions on October 15, 2008. A total of four bids were received with J.M. Construction being the low bidder with a total base bid of $164,397.00. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of Diosa Lane and Earth Lane within the North Country Estates Subdivision and County Road "A" within Basham No. 16 Subdivision. J.M. Construction is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to J.M. Construction in the amount of $164,397.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program (Fax No. 787-4683)

RECEIVED
Yolie Jackson
OCT. 22 08
Hidalgo County
PRECINCT #2

S:\Office Documents\JHE2008\LETTERS-2008\BID RECOMMENDATION\Flores-Joe-M-10-22-08.doc

416 E. Dove Avenue
McAllen, Texas 78504
Tel: (956) 668-1588
Fax: (956) 994-8102
javhin@rgv.rr.com

BID TABULATION SHEET
Hidalgo County Precinct #3
Hidalgo County Colonia Access Program Project Round I
North Country Estates & Basham No. 16 Subdivision(s)
Bid # CAP-08-027-10-15-LRM
Bid Date: October 15, 2008 @ 9:30 a.m.

Bidder	Total Base Bid
1. J.M. Construction	$164,397.00
2. Valley Paving, Inc.	$166,427.90
3. IOC Company	$176,444.20
4. Closner Construction Co.	$176,642.80

BID TABULATION SHEET
Hidalgo County Precinct No. 3
Paving & Drainage Construction for North Country Estates and Basham No. 16 Subdivision(s)
Bid No: CAP-08-027-10-15-LRM
Bid Date: October 15, 2008 @ 9:30 a.m.

		QUANTITIES	J.M. Construction		Valley Paving, Inc.		IOC Company, Inc.		Closner Construction	
1	Preparing ROW	20.87 STA	$500.00	$10,435.00	$1,670.00	$34,852.90	$1,000.00	$20,870.00	$350.00	$7,304.50
2	8" FL BS (Comp In Place) (TY D GR6 CL4)	7,336 SY	$6.00	$44,016.00	$7.00	$51,352.00	$6.95	$50,985.20	$8.80	$64,556.80
3	Rewrking BS Matl (DC) (TY D CL2)	7,336 SY	$5.50	$40,348.00	$3.00	$22,008.00	$3.25	$23,842.00	$5.25	$38,514.00
4	Barricades, Signs and Traffic Handling	3 MO	$3,000.00	$9,000.00	$2,500.00	$7,500.00	$2,750.00	$8,250.00	$2,500.00	$7,500.00
5	Driveway (ASPH-CONC-PAV) (PB-1)	286 SY	$28.00	$8,008.00	$30.00	$8,580.00	$22.00	$6,292.00	$15.50	$4,433.00
6	Driveway (Concrete 3000 PSI)	104 SY	$42.00	$4,368.00	$60.00	$6,240.00	$55.00	$5,720.00	$56.00	$5,824.00
7	Turnouts (ASPH-CONC-PAV)(PBS-2)	1,225 SY	$22.00	$26,950.00	$7.00	$8,575.00	$22.00	$26,950.00	$16.50	$20,212.50
8	15" RCP Culvert Pipe	304 LF	$23.00	$6,992.00	$30.00	$9,120.00	$40.00	$12,160.00	$32.00	$9,728.00
9	18" RCP Culvert Pipe	230 LF	$36.00	$8,280.00	$40.00	$9,200.00	$45.00	$10,350.00	$48.00	$11,040.00
10	Safety End Treatments	6 EA	$700.00	$4,200.00	$1,000.00	$6,000.00	$1,500.00	$9,000.00	$980.00	$5,880.00
11	Temp Sedmt Cont Fence	300 LF	$3.00	$900.00	$5.00	$1,500.00	$4.50	$1,350.00	$4.25	$1,275.00
12	Temp Sedmt Cont Fence (Remove)	300 LF	$3.00	$900.00	$5.00	$1,500.00	$2.25	$675.00	$1.25	$375.00
	TOTAL BASE BID			**$164,397.00**		**$166,427.90**		**$176,444.20**		**$176,642.80**

BID TABULATION FOR
BID NO CAP-08-027-10-15-LRM NORTH COUNTRY ESTATE BASHAM 16 SUBDIVISION

North Country Estates & Basham 16		Closner Construction		IOC Co LLC		JM Construction		Valley Paving Inc	
TXDOT Item No	Est Quantity	Unit Price	Total Ext	Unit Price	Total Ext	Unit Price	Total Ext	Unit Price	Total Ext
100	20.87	$ 350.00	$ 7,304.50	$ 1,000.00	$ 20,870.00	$ 500.00	$ 10,435.00	$ 1,670.00	$ 34,852.90
247	7,336	$ 8.80	$ 64,556.80	$ 6.95	$ 50,985.20	$ 6.00	$ 44,016.00	$ 7.00	$ 51,352.00
251	7,336	$ 5.25	$ 38,514.00	$ 3.25	$ 23,842.00	$ 5.50	$ 40,348.00	$ 3.00	$ 22,008.00
502	3	$ 2,500.00	$ 7,500.00	$ 2,750.00	$ 8,250.00	$ 3,000.00	$ 9,000.00	$ 2,500.00	$ 7,500.00
530	286	$ 15.50	$ 4,433.00	$ 22.00	$ 6,292.00	$ 28.00	$ 8,008.00	$ 30.00	$ 8,580.00
530	104	$ 56.00	$ 5,824.00	$ 55.00	$ 5,720.00	$ 42.00	$ 4,368.00	$ 60.00	$ 6,240.00
530	1,225	$ 16.50	$ 20,212.50	$ 22.00	$ 26,950.00	$ 22.00	$ 26,950.00	$ 7.00	$ 8,575.00
556	304	$ 32.00	$ 9,728.00	$ 40.00	$ 12,160.00	$ 23.00	$ 6,992.00	$ 30.00	$ 9,120.00
556	230	$ 48.00	$ 11,040.00	$ 45.00	$ 10,350.00	$ 36.00	$ 8,280.00	$ 40.00	$ 9,200.00
556	6	$ 980.00	$ 5,880.00	$ 1,500.00	$ 9,000.00	$ 700.00	$ 4,200.00	$ 1,000.00	$ 6,000.00
5249	300	$ 4.25	$ 1,275.00	$ 4.50	$ 1,350.00	$ 3.00	$ 900.00	$ 5.00	$ 1,500.00
5249	300	$ 1.25	$ 375.00	$ 2.25	$ 675.00	$ 3.00	$ 900.00	$ 5.00	$ 1,500.00
			$ -		$ -		$ -		$ -
			$ -		$ -		$ -		$ -
			$ -		$ -		$ -		$ -
			$ -		$ -		$ -		$ -
Grand Total			**$ 176,642.80**		**$ 176,444.20**		**$ 164,397.00**		**$ 166,427.90**
My Notes									
Bid Bond/Cashier Check			**Bid Bond**		**Bid Bond**		**Bid Bond**		**Bid Bond**

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: COLONIA ACCESS PROGRAM PROJECT - HIDALGO COUNTY PRECINCT NO. 3

BID OPENING DATE: June 2, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: : "**ROAD & DRAINAGE CONSTRUCTION FOR NORTH COUNTRY ESTATE & BASHAM 16 SUBDIVISION(S)"**
(PROJECT CARRIED BY: JAVIER HINOJOSA

BID NO: BID NO CAP-08-027-10-15-LRM

RFB NO.	NAME OF COMPANY	BID FOR ROAD CONSTRUCTION	Addendum No 1	BID BOND/ CASHIER'S CHECK
1.	Closner Construction La Feria, TX	$176,642.80	√	√
2.	IOC Co LLC	$176,444.20	√	√
3.	JM Construction	$164,397.00	√	√
4.	Valley Paving Inc	$166,427.90	√	√
5.				
6.				
7.				
8.				
9.				
10.				

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-08-XXX-XX-XX

This Agreement, entered into this _____day of _____, 2007 by and between Hidalgo County (hereinafter called the "OWNER," and, _____ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

NAME OF SUBDIVISION(S)

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by ___ engineer _____, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within _____ consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $_____ for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

DRAFT

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

APPROVED BY COMMISIONERS COURT ON, _____, 2007.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2007, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas III, County Judge

DRAFT

Hidalgo County
Border Colonias Access Program

23 October 2008

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-08-027-10-15-LRM 1st Call; North Country Estates Subdivision – CSJ: 5020-065-21, Diosa Lane and CSJ: 5020-066-21, Earth Lane and Basham No. 16 Subdivision – CSJ: 5020-462-21, Exterior County Road

Dear Sharon:

Attached please find information regarding the award of the above-referenced 1st Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

Javier Hinojosa Engineering/ Consultant Engineers has reviewed bids and tabulations and are recommending J.M. Construction as the low bidder for the above-referenced projects. The amounts budgeted for these projects are $41,145.00 for Diosa Lane; $41,145.00 for Earth Lane and $82,106.00 for Basham 16 – Exterior County Road. These amounts are for both drainage work and road construction. Funds will be transferred from previous 1st Call completed projects and some funds from the Precinct's Road and Bridge account.

The award will be to the low bidder J.M. Construction for the bid in the amount of $164,397.00. The bids received were as follows:

- J.M. Construction $164,397.00
- Valley Paving Inc. $166,427.90
- IOC Company $176,444.20
- Closner Construction Co. $176,642.80

AI-11994 **20.K.2.**

BCAP PCT NO 3 - WORK AUTHORIZATION NO 1 JAVIER HINOJOSA CC REGULAR

Date: 11/04/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization #1 (with a proposed fee of $311,547.37) with Javier Hinojosa Engineering to provide engineering services to Hidalgo County Precinct No. 3 for Border Colonia Access Program Round III Projects C-CAP-08-030A-10-28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1312-431-00-123
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
round III Funding

See Attached Report

Attachments

Link: Report
Link: Attachment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2008 11:06 AM	APRV
2	Budget & Management	Veronica Lopez	10/30/2008 12:04 PM	APRV
3	Erika Reyna	Erika Reyna	10/31/2008 10:09 AM	APRV
4	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Laura Moya — Started On: 10/29/2008 03:12 PM

Final Approval Date: 10/31/2008

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-123-055-0-334	ARIEL HINOJOSA SUBD-ENG&ARCH SRV	.00	12,882.10	.00	.00	12,882.10	.00
8-1312-431-00-123-079-0-334	BASHAM #14-ENG & ARCH SRV	.00	21,845.48	.00	.00	21,845.48	.00
8-1312-431-00-123-082-0-334	BASHAM #18-ENG & ARCH SRV	.00	14,773.31	.00	.00	14,773.31	.00
8-1312-431-00-123-111-0-334	BLUE STAR ENTERPRISE #2-ENG & ARCH SRV	.00	25,376.31	.00	.00	25,376.31	.00
8-1312-431-00-123-234-0-334	DUDE HILL #1-ENG & ARCH SRV	.00	7,748.48	.00	.00	7,748.48	.00
8-1312-431-00-123-310-0-334	HAVANA LOMAS #4-ENG & ARCH SRV	.00	11,804.10	.00	.00	11,804.10	.00
8-1312-431-00-123-311-0-334	HAVANA LOMAS #5-ENG & ARCH SRV	.00	7,965.05	.00	.00	7,965.05	.00
8-1312-431-00-123-324-0-334	HILDA SUBDIVISION #2-ENG & ARCH SRV	.00	16,083.32	.00	.00	16,083.32	.00
8-1312-431-00-123-348-0-334	JARDIN TERRACE SUBDIVISION-ENG & ARCH SR	.00	16,349.27	.00	.00	16,349.27	.00
8-1312-431-00-123-380-0-334	LA HOMA GROVE ESTATES-ENG & ARCH SR	.00	13,714.72	.00	.00	13,714.72	.00
8-1312-431-00-123-397-0-334	LA SUENA SUBDIVISION-ENG & ARCH SRV	.00	31,595.12	.00	.00	31,595.12	.00
8-1312-431-00-123-470-1-334	MONICA ACRES-ENG & ARCH SRV	.00	9,603.80	.00	.00	9,603.80	.00
8-1312-431-00-123-536-0-334	PALM LAKE ESTATES #1-ENG & ARCH SRV	.00	79,205.50	.00	.00	79,205.50	.00
8-1312-431-00-123-587-0-334	RAMIREZ SUBDIVISION-ENG & ARCH SRV	.00	6,724.97	.00	.00	6,724.97	.00
8-1312-431-00-123-588-0-334	RAMIREZ SUBDIVISION #2-ENG & ARCH SRV	.00	6,191.25	.00	.00	6,191.25	.00
8-1312-431-00-123-589-0-334	RAMIREZ SUBDIVISION #3-ENG & ARCH SRV	.00	5,842.10	.00	.00	5,842.10	.00
8-1312-431-00-123-591-0-334	RAMON LEAL SUBDIVISION-ENG & ARCH SRV	.00	7,608.82	.00	.00	7,608.82	.00
8-1312-431-00-123-600-0-334	RANDOLPH BARNETT #1-ENG & ARCH SRV	.00	7,893.61	.00	.00	7,893.61	.00
8-1312-431-00-123-606-0-334	REGAL ESTATES-ENG & ARCH SRV	.00	16,855.25	.00	.00	16,855.25	.00
8-1312-431-00-123-780-1-334	VEREDA TROPICAL-ENG & ARCH SRV	.00	12,808.35	.00	.00	12,808.35	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**.00**	**332,870.91**	**.00**	**.00**	**332,870.91**	**.00**
8 YEAR		**.00**	**332,870.91**	**.00**	**.00**	**332,870.91**	**.00**

EXHIBIT "D1"

Fee Breakdown

For and in consideration of the ***Services*** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Fee** as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	**$311,547.37**
PHASE I	=	40% of the **Services Fee**
PHASE II	=	40% of the **Services Fee**
PHASE III	=	20% of the **Services Fee**

ATTACHMENT "A"
BORDER COLONIA ACCESS PROGRAM ROUND III
ESTIMATE DISTRIBUTION
COUNTY ALLOCATION & COMPETITIVE CALL BY PRECINCT
September 2, 2008

Precinct Number Three Colonia Name		Engineering Fees
Allocation		
1. Ariel Hinojosa Subdivision - Paula Street	:	$12,882.10
2. Basham #14 - Campbell Drive, Barnett Drive and Adams Drive	:	$21,845.48
3. Basham #18 - Tiffany Drive	:	$14,773.31
4. Blue Star Enterprises #2 - Blue Star St., Street "A", Street "C" and Street "D"	:	$25,376.31
5. Dude Hill #1 - Israel Avenue	:	$7,748.48
6. Havana Lomas #4 - Graciela Street, Delia Street and Manuel Street	:	$11,804.10
7. Havana Lomas #5 - Delia Street and Manuel Street	:	$7,965.05
8. Hilda Subdivsion #2 - Hilda Street and Paris Street	:	$16,083.32
9. Jardin Terrace Subdivision - Mahala Drive	:	$16,349.27
10. La Suena - Rabbit Run, West South Dakota and Bella Vista	:	$31,595.12
11. Palm Lake Estates #1 - Hermosillo Drive, Avenida De Mexico, Alvarado Street, Mahala Street, Alvarado Court, La Pointe Avenue and Honolulu Avenue	:	$79,205.50
12. Ramirez Subdivision - 19th Street	:	$6,724.97
13. Ramirez Subdivision #2 - 20th Street	:	$6,191.25
14. Ramirez Subdivision #3 - 22nd Street	:	$5,842.10
15. Randolph Barnett #1 - Tiffany Street	:	$7,893.61
16. Regal Estates - Thompson Road	:	$16,855.25
Competitive		
1. Monica Acres - Monica Drive	:	$9,603.80
2. Vereda Tropical - Maryland Street	:	$12,808.35
TOTAL:		**$311,547.37**

AI-12052 **21.A.**

Appropriation from Economic Development Reserved F/B for Rio South Texas Economic Council

CC REGULAR

Date:	11/04/2008
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

County Commissioners:
1. Approval of 2008 interdepartmental transfer from County Commissioners - Dues & Memberships to Countywide Administration - Contingency (1100) in the amount of $30,000.00 .
2. Approval of 2008 appropriation of funds for the County Commissioners - Dues & Memberships account (1100) in the amount of $30,000.00 (Note: Monies will be unreserved from acct no. 8-1100-250-10-000-002-0-000 "Reserved Fund Balance-Economic Development") to pay for membership dues for the Rio South Texas Economic Council.

BACKGROUND

1. To reverse interdepartmental transfer previously approved by CC on 10-28-08, refer to AI 11906.
2. To fund membership dues for the Rio South Texas Economic Council. Monies are to be unreserved by the Auditor's office from account no. 8-1100-250-10-000-002-0-000. "Reserved F/B-Economic Development".

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-XX-115-0XX-0-XXX

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

BUDGETARY IMPACT:

8-1100-413-30-115-017-0-810 --> 8-1100-415-00-115-002-0-899 $30,000.00; to reverse interdepartmental transfer previously approved by CC on 10-28-08, refer to AI 11906 in reference to funding the membership dues for the Rio South Texas Economic Council, funds available as of 10-31-08.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-413-30-115-017-0-810

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

BUDGETARY IMPACT:

Appropriation of funds for the Co. Commissioners acct to fund membership dues for the Rio South Texas Economic Council in the amount of $30,000.00. Monies are to be unreserved from acct no. 8-1100-250-10-000-002-0-000 "Reserved Fund Balance-Economic Development"; funds available as of 10-31-08.

Attachments

Link: Interdept transfer to Countywide Admin.

Link: Budget Amendment for membership dues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	10/31/2008 08:14 AM	APRV
2	Budget & Management	Veronica Lopez	10/31/2008 08:24 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/31/2008 09:30 AM	APRV
4	Auditor's Office	Linda Fong	10/31/2008 12:16 PM	APRV
5	Purchasing Department	Marty Salazar	10/31/2008 02:38 PM	APRV

Form Started By: Ivan Cantu Started On: 10/31/2008 07:37 AM

Final Approval Date: 10/31/2008

DATE: October 31, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Countywide Admin.

ACCOUNT NUMBER: 8-1100-4XX-00-1XX-0XX-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1100-413-30-115-017-0- 810	CO COMM-	DUES & MEMBERSHIPS	(30,000.00)
TO			
8-1100-415-00-115-002-0- 899	CO. WIDE ADM.-	CONTINGENCY	30,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To reverse interdepartmental transfer previously approved by CC on 10-28-08 in reference to funding for membership dues for the Rio South Texas Economic Council, refer to AI 11906.**

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

DATE: October 31, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: DBM for County Commissioners

ACCOUNT NUMBER: 8-1100-413-30-115-017-0-810

Contact Person: Ivan Cantu **Ph#** (956) 292-7025 ext. 5425

2008
Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-413-30-115-017-0-810	CO COMM.-	DUES & MEMBERSHIPS	30,000.00
	TOTAL BUDGET INCREASE (DECREASE)		**30,000.00**

REASON: Appropriation of funds for the Co. Commissioners account (1100) to fund membership dues for the Rio South Texas Economic Council. **Note: Monies are to be unreserved by the Auditor's office from acct no. 8-1100-250-10-000-002-0-000 "Reserved F/B-Economic Development"**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-12045 **21.B.**

Interdepartmental Transfer from Rural Ambulance to Co Wide Contingency

CC REGULAR

Date:	11/04/2008
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from Rural Ambulance to County Wide Administration-Contingency (100) in the amount of $150,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-53-123-041-0-339

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

BUDGETARY IMPACT:

8-1100-421-53-123-041-0-339-->8-1100-415-00-115-002-0-899 $150,000.00
Available balance as of 10-31-08 $150,000.00

Attachments

Link: LIT

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	10/31/2008 09:58 AM	APRV
2	Budget & Management	Veronica Lopez	10/31/2008 10:01 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/31/2008 12:28 PM	APRV
4	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Damaris San Miguel — Started On: 10/30/2008 03:13 PM

Final Approval Date: 10/31/2008

DATE: October 30, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management c/o Co Wide Administration

ACCOUNT NUMBER: 8-1100-415-00-115-002-0

SUBJECT: **Inter-departmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
FROM			
8-1100-421-53-123-041-0	339	RURAL AMBULANCE - OTHER PROFESSIONAL SVS	(150,000.00)
TO			
8-1100-415-00-115-002-0	899	CO WIDE ADM-CONTINGENCY	150,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

FUNDING NOT NEEDED DUE TO ZERO DOLLAR BID CONTRACT.

SIGNATURE

/ /

Pro Medic EMS LLC Proposes a **Zero Dollar Bid ($0.00)** for the
"Emergency Ambulance Service for Unincorporated Areas in Precinct # 3"
RFP NO: 07 – 220 – 06 – 27 – YSI contract commencing July 21st 2007 and expiring July 20th 2009 with option to rollover for one (1) year after the two (2) year term.

AI-11945 **21.C.**

Transfer C.O., 2006 (1336) Pct. 3 Landfill Compactor
CC REGULAR

Date: 11/04/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer within Certificates of Obligation, Series 2006 (1336) from Buildings and Grounds - Courthouse Additional Parking (028) to Precinct 3 Landfill (048) in the amount of $379,600.00. (compactor)

BACKGROUND

To fund purchase of landfill compactor approved by Commissioner's Court on October 28, 2008 (AI-11935).

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-4XX-X0-X2X-0XX-0-7XX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$788,619.58 Available balance as of 10/30/08.

Attachments

Link: revised 11945

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/27/2008 03:02 PM	APRV
2	Erika Reyna	Erika Reyna	10/30/2008 12:27 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2008 04:01 PM	APRV
4	Joy Hsu	Joy Hsu	10/31/2008 09:00 AM	APRV
5	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Sergio Cruz Started On: 10/27/2008 09:30 AM

Final Approval Date: 10/31/2008

DATE: November 4, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT. OF BUDGET AND MANAGEMENT
FOR CERTIFICATES OF OBLIGATION, SERIES 2006

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1336-419-40-220-028-0- 739	C.O.,2006-B&G-CRTHSE ADDL PRK-OTHER STRU	(379,600.00)
TO		
8-1336-432-00-123-048-0- 742	C.O.,2006-PRECINCT 3 LANDFILL-HEAVY EQUIPMENT	379,600.00
TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **TO FUND PURCHASE OF NEW LANDFILL COMPACTOR APPROVED BY COMMISSIONERS COURT ON OCTOBER 28, 2008 (AI-11935).**

DEPARTMENT HEAD SIGNATURE

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

AI-11978 **21.D.**

Interdept transfer from Co. Wide Contingency to IT for minor office furniture purchase

CC REGULAR

Date:	11/04/2008
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

IT Department:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Computer Department (1100) in the amount of $22,236.00.

BACKGROUND

To fund furniture purchase for the new IT tranining room for countywide purposes (refer to attached quote from Jones & Cook Stationers). Refer to AI 11977 under Purchasing Dept.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-XXX-002-0-XXX

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

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-415-00-200-002-0-XXX to fund the purchase of minor office furniture for the new IT Dept training room.

Training room will be utilized for all trainings and meetings for the benefit of all county departments. Funds available as of 10-29-08. Refer to AI 11977 under Purchasing Dept.

Attachments

Link: Furniture purchase transfer

Link: Jones & Cook Furniture quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	10/29/2008 02:13 PM	APRV
2	Budget & Management	Veronica Lopez	10/30/2008 08:17 AM	APRV
3	Ivan Cantu (Originator)	Ivan Cantu	10/31/2008 06:52 AM	APRV
4	Budget & Management	Veronica Lopez	10/31/2008 06:58 AM	APRV
5	Veronica Lopez	Veronica Lopez	10/31/2008 07:45 AM	APRV
6	Auditor's Office	Linda Fong	10/31/2008 08:35 AM	APRV

7	Dina Trevino	Dina Trevino	10/31/2008 09:49 AM	APRV
8	Ivan Cantu (Originator)	Ivan Cantu	10/31/2008 10:01 AM	APRV
9	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Ivan Cantu

Started On: 10/29/2008 01:42 PM

Final Approval Date: 10/31/2008

DATE: October 29, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Computer Dept.

ACCOUNT NUMBER: 8-1100-4XX-00-1XX-0XX-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1100-415-00-115-002-0- 899	CO. WIDE ADM.-	CONTINGENCY	(22,236.00)
TO			
8-1100-415-00-200-002-0- 666	COMPUTER DEPT-	MINOR OFFICE FURNITURE	21,063.54
8-1100-415-00-200-002-0- 746	COMPUTER DEPT-	OFFICE FURNITURE	1,172.46
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: To fund the purchase office furniture for new IT Dept training room for countywide use (refer to quote from Jones & Cook Stationers).

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

JONES & COOK STATIONERS

106 S BROADWAY
MCALLEN TX 78501
CUSTOMER # HI3450 DEPT 105
BILLING ADDRESS
HIDALGO COUNTY PURCHASING DEPT

PO BOX 1356
EDINBURG TX 78539

956-686-6578

10/13/08 71182-0
SALESMAN 811 TIME 16:23:16
WRITER 811 PAGE 1
FEDERAL #PHONE
QUOTE PO #08-RENAN
INVOICE SHIPPING ADDRESS
ROUTE # 0802 HIDALGO COUNTY COMPUTER DEPT.
BEING HELD 1ST FLOOR
100 N. CLOSNER
EDINBURG TX 78539

BIN	ITEM NBR.	CO. ITEM DESCRIPTION	UNIT	ORDER QTY	B/O QTY	SHIP QTY	UNIT PRICE	D T	EXTENDED	
		Who Called : MR.RENAN I.T.DEPT HIDALGO CNTY								
	7874HU17	GLO CENTER TBLE/OTTOMAN	EA	1		1	176.630	N	176.63	666
	C24PTBBFFLHUTMPGLO	PERSONAL STRG WARDROBEE	EA	1		1	920.300	N	920.30	666
	INSTALL	JCS DELIVERY AND INSTALLATION	EA	1		1	123.070	N	123.07	432

MR.RENAN,THIS IS YOUR OFFICE FURNITURE
QUOTE THAT YOU REQUESTED,QUOTED TO YOU
UNDER THE GLOBAL TXMAS DISCOUNT PROGRAM
STATE CONTRACT # 3-71111-010,THE P.O.
MUST BE MADE OUT IN THE FOLLOWING MANNER
GLOBAL INDUSTRIES INC.c/o JONES & COOK
6950 ALAMO DOWNS SUITE 100
SAN ANTONIO,TEXAS 78238
QUESTIONS PLEASE CALL ME THANK YOU ROB.G.

Object Code breakdown
432- 123.07
666- 1096.93

Total for all quotes
432 - 7961.62
666 - 13,231.58
746 - 1042.80
22,236.00

Object codes verified by Juan Alvarado from Purchasing

TOTAL 1220.00

JONES & COOK STATIONERS 956-686-6578 10/13/08 71184-0

SALESMAN 811 TIME 16:53:25
WRITER 811 PAGE 1
FEDERAL #PHONE
PO #08-MIKE

106 S BROADWAY
MCALLEN TX 78501
CUSTOMER # HI3450 DEPT 105
BILLING ADDRESS
HIDALGO COUNTY PURCHASING DEPT

PO BOX 1356
EDINBURG TX 78539

QUOTE
INVOICE
ROUTE # 0802
BEING HELD

SHIPPING ADDRESS
HIDALGO COUNTY COMPUTER DEPT.
1ST FLOOR
100 N. CLOSNER
EDINBURG TX 78539

BIN	ITEM NBR.	CO. ITEM DESCRIPTION	UNIT	ORDER QTY	B/O QTY	SHIP QTY	UNIT PRICE	D T	EXTENDED	
		Who Called : MR.MIKE I.T.DEPT HIDCO CNTY								
	91N1872RTFML	NOL 18"X 72"MYRIAD TRAINING TABLEA		11		11	576.000	N	6336.00	666
	INSTALL	JCS DELIVERY AND INSTALLATION	EA	1		1	564.000	N	564.00	432

MR.MIKE THIS IS YOUR PRICE QUOTE FOR
THE TRANING ROOM OFFICE FURNITURE YOU
REQUESTED QUOTED TO YOU UNDER THE KIMBAL/
NATIONAL IPA DISCOUNT PROGRAM,STATE CONTARCT
3-0017,THE P.O. MUST BE MADE OUT IN THE
FOOLOWING MANNER..
KIMBAL INTERNATIONAL MARKETING c/oJONE & COOK
1600 ROYAL STREET/MAIL CODE GO-111
JASPER,INDIANA 47549
QUESTIONS PLEASE CALL ME THANK YOU ROB.G.

432-6336.00

666-564.00

TOTAL 6900.00

JONES & COOK STATIONERS 956-686-6578 10/13/08 71185-0

SALESMAN 811 TIME 17:44:56
WRITER 811 PAGE 1
FEDERAL #PHONE
PO #08-MIKE

106 S BROADWAY
MCALLEN TX 78501
CUSTOMER # HI3450 DEPT 105
BILLING ADDRESS
HIDALGO COUNTY PURCHASING DEPT

PO BOX 1356
EDINBURG TX 78539

QUOTE
INVOICE
ROUTE # 0802
BEING HELD

SHIPPING ADDRESS
HIDALGO COUNTY COMPUTER DEPT.
1ST FLOOR
100 N. CLOSNER
EDINBURG TX 78539

BIN	ITEM NBR.	CO. ITEM DESCRIPTION	UNIT	ORDER QTY	B/O QTY	SHIP QTY	UNIT PRICE	D T	EXTENDED	
		Who Called : MR.MIKE I.T.DEPT.HIDCO CNTY								
	INSTALL	JCS DELIVERY AND INSTALLATION	EA	1		1	820.150	N	820.15	432
	PN2ARB	HON PERPETUAL NESTING CHAIRS	EA	33		33	217.450	N	7175.85	666

MR.MIKE,THIS IS YOUR PRICE QUOTE FOR THE
OFFICE SEATING FOR THE TRAINING ROOM YOU
REQUESTED,QUOTED TO YOU UNDER THW HON TXAMS
DISCOUNT PROGRAM STATE CONTARCT # 3-711090-11
THE P.O. MUST BE MADE OUT IN THE FOLLOWING
MANNER..
THE HON CO. c/o JONES & COOK
200 OAK STREET
MUSCATINE,IA..
QUESTIONS PLEASE CALL ME THANK YOU ROB.G.

432 - 820.15
666 - 7175.85

TOTAL 7996.00

HIDALGO COUNTY I.T. DEPT.
ADMINISTRATION BLD.
EDINBURG, TEXAS 78539
ATT. MIKE

Jones & Cook Stationers
Christopher
McAllen TX, 78504

Item	Qty	Depart	Mfg	Cat	Part Numbe	Part Description	Category	List	Ext List	Sell	Ext Sell
1	1		NOF	NL2	WWN2472C LFL2	WAVEWORKS,24DX72W,C REDENZA,LEFT PEDEST...	Credenza	$ 1,571.00	$ 1,571.00	$ 1,571.00	$ 1,571.00
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option	60% DISC		$942.60	NET	$628.40
					...	Skipped Option					
					...	Skipped Option					
2	1		NOF	NL2	WWN2472C RFL2	WAVEWORKS,24DX72W,C REDENZA,RIGHT PEDES...	Credenza	$ 1,571.00	$ 1,571.00	$ 1,571.00	$ 1,571.00
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option	60% DISC		$942.60	NET	$628.40
					...	Skipped Option					
					...	Skipped Option					
3	2		NOF	NL2	WW2442BE FL	WAVEWORKS,24DX42W,B RIDGE,LAMINATE	Bridge	$ 387.00	$ 774.00	$ 387.00	$ 774.00
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option	60% DISC		$232.20	NET.&154.80	$309.60
					...	Skipped Option					
4	1		NOF	NL2	WWN3072D UL	WAVEWORKS,30DX72W,D ESK,U-SHAPE,NO SUPP...	U-Shape	$ 837.00	$ 837.00	$ 837.00	$ 837.00
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option	60% DISC		$502.20	NET	$334.80
					...	Skipped Option					
5 ✓	1		NOF	NL2	NAC2804SF BWMH	SUPPORT BASE,FULL,WOOD,MOC...	Base/ P-Shape &...	$ 428.00	$ 428.00	$ 428.00	$ 428.00
							60% DISC		$256.80	NET	$171.20

666
666
666
666
666

432 - 68240
666 - 4394,80
746 - 104280
Total - 6120.00

HIDALGO COUNTY I.T. DEPT.
ADMINISTRATION BLDG
EDINBURG,TEXAS 78539
AEE.MIKE

Jones & Cook Stationers
Christopher
McAllen TX, 78504

Item	Qty	Depart	Mfg	Cat	Part Numbe	Part Description	Category	List	Ext List	Sell	Ext Sell
6	1		NOF	NL2	WWN2472C SFL	WAVEWORKS,24DX72W,CREDENZA,STORAGE,LA...	Credenza	$ 2,607.00	$ 2,607.00	$ 2,607.00	$ 2,607.00
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option	60% DISC		$1,564.20	NET	$1,042.80
					...	Skipped Option					
					...	Skipped Option					
7	1		NOF	NL2	WWN2436P FHL	WAVEWORKS,24DX36W,DOUBLE DOOR UNIT,LAM...	Double Door Unit	$ 1,093.00	$ 1,093.00	$ 1,093.00	$ 1,093.00
					...	Skipped Option					
					...	Skipped Option					
					...	Skipped Option	60% DISC		$655.80	NET	$437.20
					...	Skipped Option					
					...	Skipped Option					
8	1		NOF	NL2	WWN1880 VHL2L 5	WAVEWORKS,..TORAGE WARDROBE,L... EXTENDED	Storage	$ 1,358.00	$ 1,358.00	$	$ 1,358.00
					...	Skipped Option	60% DISC		$814.80	NET	$ 543.20
9	1		NOF	NL2	WW1880 VHR2L 5	WAVEWORKS,..TORAGE WARDROBE,RI... EXTENDED	Storage	$ 1,358.00	$	$ 1,358.00	$ 1,358.00
					...	Skipped Option	60% DISC		$814.80	NET	$ 543.20
10	1		NOF	NL2	WWN3680B COHFW	WAVEWORKS,36WX80H,BOOKCASE,WITH DOORS...	Bookcase	$ 1,997.00	$ 1,997.00	$ 1,997.00	$ 1,997.00
					...	Skipped Option	60% DISC		$1,198.20	NET	$798.80
					...	Skipped Option					
						Grand Total			$ 13,586.00		$ 13,586.00

746
666
666
666
666
432

MR.MIKE. THIS IS YOUR PRICE QUOTE FOR THE OFFICE FURNITURE YOU REQUESTED, QUOTED TO YOU UNDER THE KIMBAL/NATIONAL TXMAS DISCOUNT PROGRAM STATE CONTRACT # 3-711060-28. THE P.O. MUST BE MADE OUT IN THIS MANNER..
KIMNAL INTERNATIONAL MARKETING c/o JONES & COOK
1600 ROYAL STREET / MAIL CODE GO -111
JASPER,INDIANA 47549

SUB-TOTAL NET.....$ 5,437.60
DELIVERY & INSTAL..$ 682.40
TOTAL PROJECT COST.$ 6,120.00

AI-12032 **21.E.**

Interdepartmental transfer for Colonia Access Program
CC REGULAR

Date: 11/04/2008
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: Pct. #1, C.A.P.
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Border Colonia Access Program Pct. 1:
Approval of interdepartmental transfer for Precinct #1 Colonia Access Program (1311) from La Blanca Heights, program no. 368 in the amount of $12,308.30 and from Rosedale Heights, program no. 631, in the amount of $2,170.84, respectively into High Land, program no. 318, for a total amount of $14,479.14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-121-XXX-X-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

368-0-734-->318-1-733 $ 3,120.00; Available balance as of 10/30/08 $ 12,308.30
368-0-734-->318-1-734 $ 9,188.30; Available balance as of 10/30/08 $ 12,308.30
631-0-734-->318-1-734 $ 2,170.84; Available balance as of 10/30/08 $ 7,734.91

Attachments

Link: C.A.P. Interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/30/2008 01:09 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/30/2008 02:14 PM	APRV
3	Auditor's Office	Linda Fong	10/31/2008 12:26 PM	APRV
4	Purchasing Department	Marty Salazar	10/31/2008 02:38 PM	APRV

Form Started By: Anna Galvan Started On: 10/30/2008 11:54 AM

Final Approval Date: 10/31/2008

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: October 30, 2008

2008
Transfer

DEPARTMENT HEAD: Commissioner Sylvia S. Handy

DEPARTMENT NAME: Precinct # 1 Colonia Access Program

SUBJECT: **Interdepartmental transfer(s)**

Contact: Ana Galvan
Ph#: (956) 292-7025

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
8-1311-431-00-121-368-0-734	La Blanca Heights-Subdivision Streets	(3,120.00)
8-1311-431-00-121-368-0-734	La Blanca Heights-Subdivision Streets	(9,188.30)
8-1311-431-00-121-631-0-734	Rosedale Heights - Subdivision Streets	(2,170.84)
TO:		
8-1311-431-00-121-318-1-733	High Land - Drainage Ditches	3,120.00
8-1311-431-00-121-318-1-734	High Land - Subdivision Streets	9,188.30
8-1311-431-00-121-318-1-734	High Land - Subdivision Streets	2,170.84
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: TO COVER CONTRACT INCREASE COST DUE TO ADDITIONAL MATERIAL PLACEMENT FOR THE C.A.P. HIGHLAND SUBDIVISION CONSTRUCTION PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-202

AI-12059 **21.F.**

Interfund Transfer
CC REGULAR

Date:	11/04/2008
Submitted By:	Veronica Lopez, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval of 2008 interfund transfer from County Wide Administration (1100) to Courthouse Security Fund (1241) in the amount of $1,400.00 for Supplemental Pay.

BACKGROUND

Interfund Transfer needed to cover negative and expenditures for the remainder of the year.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1241-421-23-115-044-0-177

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

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1241-421-23-115-044-0-177 $1,400.00
Available balance as of 10-31-08

Attachments

Link: Interfund Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/31/2008 12:59 PM	APRV
2	Erika Reyna	Erika Reyna	10/31/2008 04:17 PM	APRV
3	Auditor's Office		10/31/2008 04:43 PM	NEW
Form Started By: Veronica Lopez			Started On: 10/31/2008 12:38 PM	
Final Approval Date: 10/31/2008				

DATE: November 3, 2008

AI- 12059

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget and Management for Courthouse Security

ACCOUNT NUMBER: 8-1241-421-23-115-044-0-117

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-fund 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
8-1100-415-00-115-002-0- 899	Countywide Administration- Contingency	(1,400.00)
8-1100-491-01-000-241-0- 891	Transfer Out	1,400.00
8-1241-391-01-000-100-0- 000	Transfer In	1,400.00
8-1241-421-23-115-044-0- 117	Courthouse Security- Supplemental Pay	1,400.00
TOTAL BUDGET INCREASE (DECREASE)		1,400.00

REASON: Interfund transfer needed to cover negative and expenditures for the remainder of the year.

SIGNATURE

COMMISIONERS' CRT. APPROVED

DATE / /

ATTEST COUNTY CLERK

AI-12055 **21.G.**

Transfer C.O. 2006 (1336) Pct#4 - (5) Heavy Equipment
CC REGULAR

Date: 11/04/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer within Certificate of Obligation series 2006 - Precinct# 4 (1336) from Crim. Just. Ctr. (program 028), Trenton "I" Rd - Fm 493 (program 031), and Wallace Fm 1925 - Fm 490 (program 035) to Heavy Equipment (program 029) in the total amount of $1,100,000.00. (5- Heavy Equipment)

BACKGROUND

Reference AI#10053 11-4-08.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-4XX-00-124-0XX-0-7XX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1336-419-00-124-028-0-720-->8-1336-431-00-124-029-0-742 $400,000.00; available bal. $400,000.00
8-1336-431-00-124-031-0-731-->8-1336-431-00-124-029-0-742 $500,000.00; available bal. $500,000.00
8-1336-431-00-124-035-0-731-->8-1336-431-00-124-029-0-742 $200,000.00; available bal. $200,000.00

Funding available as of 10-31-08.

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/31/2008 12:15 PM	APRV
2	Veronica Lopez	Veronica Lopez	10/31/2008 01:48 PM	APRV
3	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Manuel Chapa — Started On: 10/31/2008 10:03 AM

Final Approval Date: 10/31/2008

DATE: November 4, 2008 AI#12055

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT. OF BUDGET AND MANAGEMENT
FOR CERTIFICATES OF OBLIGATION, SERIES 2006

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1336-419-00-124-028-0- 720	C.O., 2006 - PRECINCT 4 - CRIM. JUST. CTR. - BUILDINGS	(400,000.00)
8-1336-431-00-124-031-0- 731	C.O., 2006 - PRECINCT 4 - TRENTON ("I" RD - FM 493) - ROADS	(500,000.00)
8-1336-431-00-124-035-0- 731	C.O., 2006 - PRECINCT 4 - WALLACE (FM 1925 - FM 490) - ROADS	(200,000.00)
TO		
8-1336-431-00-124-029-0- 742	C.O., 2006 - PRECINCT 4 - HEAVY EQUIPMENT	1,100,000.00
TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: TO FUND PURCHASE OF HEAVY EQUIPMENT (SEE AI-10053).

DEPARTMENT HEAD SIGNATURE

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

AI-12063 **21.H.**

430th INTERDEPARTMENTAL TRANSFER

CC REGULAR

Date:	11/04/2008
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	THOMAS WINGATE, JUDGE PRESIDING
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

430th District Court:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to 430th District Court - Electricity in the amount of $5,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1100-415-00-115-002-0-XXX

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

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-412-00-010-001-0-622 $5,000.00; funds available as of 10-31-08.

Attachments

Link: 430TH LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/31/2008 02:44 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/31/2008 03:22 PM	APRV
3	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Rolando Garcia Started On: 10/31/2008 01:17 PM

Final Approval Date: 10/31/2008

DATE: October 30, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for 430TH DISTRICT COURT (1100)

ACCOUNT NUMBER: 8-1100-41X-X0-X1X-00X-0-XXX

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(5,000.00)
8-1100-412-00-010-001-0-622	430TH DC-ELECTRICITY	$5,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
TRANSFER TO COVER ANTICIPATED EXPENDITURES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-12065 **21.I.**

Interdept Transfer for Elections Dept
CC REGULAR

Date:	11/04/2008
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	YVONNE RAMON, ELECTIONS ADMINISTRATOR
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Elections Dept.:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Elections Dept. (1100) in the amount $25,000.00

BACKGROUND

To make funds available for temporary full time employees and overtime.

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1100-41X-00-1XX-00X-0-XXX

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

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-414-00-130-001-0-121 & 131 in the amounts of $20,000.00 & 5,000.00; funds available as of 10-31-08.

Attachments

Link: LIT ELEC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/31/2008 02:42 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/31/2008 03:33 PM	APRV
3	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Rolando Garcia Started On: 10/31/2008 01:50 PM

Final Approval Date: 10/31/2008

DATE: October 30, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for ELECTIONS OFFICE (1100)

ACCOUNT NUMBER: 8-1100-41X-X0-X1X-00X-0-XXX

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(25,000.00)
8-1100-414-00-130-001-0-121	ELECTIONS DEPT-TEMP F/T EMPL	$20,000.00
8-1100-414-00-130-001-0-131	ELECTIONS DEPT-OVERTIME	$5,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
TRANSFER TO COVER ANTICIPATED EXPENDITURES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-12073 **21.J.**

Interdepartmental Transfer form Co Wide Contingency to Amigos del Valle

CC REGULAR

Date:	11/04/2008
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Amigos del Valle:
Approval of 2008 interdepartmental transfer from County Wide Administration-Contingency to Amigos del Valle (1100) in the amount of $5,000.00.

BACKGROUND

To pay for memership dues for Amigos del Valle for the fiscal year of 10-1-08 to 9-30-09.

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 --> 8-1100-444-00-115-067-0-810 $5000.00; funds available as of 10-31-08.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	10/31/2008 03:40 PM	APRV
2	Budget & Management	Veronica Lopez	10/31/2008 03:42 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/31/2008 03:47 PM	APRV
4	Auditor's Office		10/31/2008 04:43 PM	NEW

Form Started By: Damaris San Miguel — Started On: 10/31/2008 03:30 PM

Final Approval Date: 10/31/2008

DATE: October 30, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management c/o Amigos del Valle

ACCOUNT NUMBER: 8-1100-444-00-115-067-0

SUBJECT: **Inter-departmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
FROM			
8-1100-415-00-115-002-0	899	CO WIDE ADM-CONTINGENCY	(5,000.00)
TO			
8-1100-444-00-115-067-0	810	AMIGOS DEL VALLE - DUES & MEMBERSHIPS	5,000.00
		TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON:

TO PAY MEMVERSHIP DUES FOR THE FISCAL YEAR 10/01/2008 - 9/30/2009.

SIGNATURE

/ /

AI-12070 **21.K.**

Commissioners Courtroom Audio/Visual
CC REGULAR

Date: 11/04/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer (1100) from County Wide Administration (002) to County Commissioners (017) in the amount of $35,000.00. (Comm. Courtroom Audio/Visual)

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:

$162,524.17 available balance as of 10/31/2008

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	10/31/2008 03:51 PM	APRV
2	Budget & Management	Veronica Lopez	10/31/2008 03:52 PM	APRV
3	Veronica Lopez	Veronica Lopez	10/31/2008 03:59 PM	APRV
4	Auditor's Office		10/31/2008 04:43 PM	NEW
Form Started By: Sergio Cruz			Started On: 10/31/2008 02:59 PM	
Final Approval Date: 10/31/2008				

DATE: November 4, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT. OF BUDGET AND MANAGEMENT

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	CO. WIDE ADM. - CONTINGENCY	(35,000.00)
TO		
8-1100-413-30-115-017-0- 452	CO. COMM. - BLG. ADD. & REN.	35,000.00
TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **TO FUND PROPOSAL FOR AN INTEGRATED AUDIO VISUAL SYSTEM (PHASE I) FOR THE COMMISSIONERS COURTROOM (AI-12030).**

DEPARTMENT HEAD SIGNATURE

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

AI-12076 **21.L.**

LONGORIA MANSION RENOVATIONS
CC REGULAR

Date: 11/04/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer within Certificates of Obligation, Series 2006 (1336) from Buildings and Grounds - Courthouse (010) to Buildings and Grounds - Mansion (014) in the amount of $12,100.00. (Longoria Mansion renovations)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-412-00-220-010-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$15,143.55 available balance as of 10/31/2008

Attachments

Link: Transfer

Form Routing/Status

Form Started By: Sergio Cruz Started On: 10/31/2008 04:32 PM

Final Approval Date: 10/31/2008

DATE: November 4, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT. OF BUDGET AND MANAGEMENT
FOR CERTIFICATES OF OBLIGATION, SERIES 2006

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1336-412-00-220-010-0- 431	C.O.,2006-B&G-CRTHSE-BLDG R&M SERVICE	(12,100.00)
TO		
8-1336-444-00-220-014-0- 452	C.O.,2004-B&G-MANSION-BLDG ADD & RENOV	12,100.00
TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **TO FUND RENOVATIONS TO THE LONGORIA MANSION ON MOOREFIELD ROAD FOR USE BY THE RIGHT-OF-WAY DEPARTMENT.**

DEPARTMENT HEAD SIGNATURE

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

AI-12038 **22.D.**

Claim of Sandy Garcia
CC REGULAR

Date:	11/04/2008
Submitted By:	Norma Silva, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Claim of Sandy Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/30/2008 02:55 PM	APRV
2	Auditor's Office	Linda Fong	10/31/2008 12:13 PM	APRV
3	Purchasing Department	Marty Salazar	10/31/2008 02:38 PM	APRV
Form Started By: Norma Silva			Started On: 10/30/2008 02:44 PM	
Final Approval Date: 10/31/2008				

AI-12040 **22.E.**

Claim of Efran Hernandez
CC REGULAR

Date:	11/04/2008
Submitted By:	Norma Silva, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Claim of Efran Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/31/2008 02:38 PM	PEND
2	Auditor's Office	Linda Fong	10/31/2008 12:14 PM	APRV
3	Purchasing Department	Marty Salazar	10/31/2008 02:38 PM	APRV

Form Started By: Norma Silva — Started On: 10/30/2008 02:47 PM

Final Approval Date: 10/31/2008

AI-12039 **23.D.**

Claim of Sandy Garcia
CC REGULAR

Date:	11/04/2008
Submitted By:	Norma Silva, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Claim of Sandy Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/30/2008 02:55 PM	APRV
2	Auditor's Office	Linda Fong	10/31/2008 12:13 PM	APRV
3	Purchasing Department	Marty Salazar	10/31/2008 02:38 PM	APRV
Form Started By: Norma Silva			Started On: 10/30/2008 02:46 PM	
Final Approval Date: 10/31/2008				

AI-12041 **23.E.**

Claim of Efran Hernandez
CC REGULAR

Date:	11/04/2008
Submitted By:	Norma Silva, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Claim of Efran Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Norma Silva	Started On: 10/30/2008 02:52 PM
Final Approval Date: 10/31/2008	