

AI-15640

6.D.

Claim of Yesenia Garcia

CC REGULAR

Date: 05/26/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Yesenia Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/21/2009 02:58 PM	APRV
2	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Aida Alvarez
Started On: 05/21/2009 02:56 PM
Final Approval Date: 05/22/2009

AI-15666

6.E.

**Hyundai Motor Finance Company vs. The City of McAllen
CC REGULAR**

Date: 05/26/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Closed Session

Information

CAPTION

C-1256-09-B; Hyundai Motor Finance Company vs. The City of McAllen

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo Started On: 05/22/2009 05:12
PM
Final Approval Date: 05/22/2009

AI-15642

7.D.

Claim of Yesenia Garcia

CC REGULAR

Date: 05/26/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Yesenia Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/21/2009 03:08 PM	APRV
2	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Aida Alvarez
Started On: 05/21/2009 02:58 PM
Final Approval Date: 05/22/2009

AI-15668

7.E.

**Hyundai Motor Finance Company vs. The City of McAllen
CC REGULAR**

Date: 05/26/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

C-1256-09-B; Hyundai Motor Finance Company vs. The City of McAllen

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo Started On: 05/22/2009 05:14
PM
Final Approval Date: 05/22/2009

AI-15643

10.B.

**Agreement Granting Access to County Property
CC REGULAR**

Date: 05/26/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Valde Guerra/Executive Officer
Department: PURCHASING DEPT.

Agenda Category: Comm. Court Executive Office
Purchasing only: Hidalgo County

Information

CAPTION

Requesting approval of Agreement Granting Access to County Property in connection with a request by property owner, Double O Ent., dba, Fiesta Food Stores to access County property in order to effect repairs to a sewer line as authorized presented to Commissioners' Court on 5-12-09.

BACKGROUND

Agreement Granting Access to County Property was drafted and approved by Asst DA Antonio Mendoza.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

The property owner shall pay for all expenses arising from the sewer repair project and thus no fiscal impact is anticipated to the County.

Attachments

- Link: [Warranty Deed & Title Report](#)
- Link: [Agenda Notes CC 5-12-09](#)
- Link: [Email](#)
- Link: [Granting Access Agreement-Fiesta Food Stores](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	05/22/2009 08:56 AM	APRV
2	Ivan Cantu	Ivan Cantu	05/22/2009 09:04 AM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	PEND
4	Ivan Cantu	Ivan Cantu	05/22/2009 09:50 AM	APRV
5	Auditor's Office	Becky Morales	05/22/2009 01:42 PM	APRV
6	Ivan Cantu	Ivan Cantu	05/22/2009 02:02 PM	APRV
7	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Marty Salazar

Started On: 05/21/2009 03:04
PM

Final Approval Date: 05/22/2009

NOTICE

VOL 1720 PAGE 936

Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76.
To select the proper form, fill in blank spaces, strike out form provisions or
insert special terms constituting the practice of law. No "standard form" can
meet all requirements.

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF HIDALGO

} KNOW ALL MEN BY THESE PRESENTS:

That Clark Development Ventures, a Texas general partnership (whose sole partners are Clark Development Company, a Texas corporation, and Retail Development Corporation, a Texas corporation of the County of Harris and State of Texas for and in consideration of the sum of

Ten and no/100 (\$10.00)..... DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto School Employees Retirement Board of Ohio

of the County of Franklin and State of Ohio, all of

the following described real property in Hidalgo County, Texas, to-wit: Approximately 6.5 acres, as more fully described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee(s).

This conveyance is made and accepted subject to the following matter, to the extent same are in effect at this time: Any and all restrictions, reservations, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors and assigns forever; and it does hereby bind itself and its successors to

WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee,

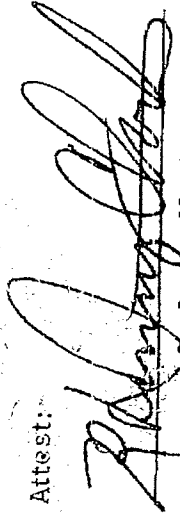
heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.


EXECUTED this 23d day of

April, A.D. 19 81

Clark Development Ventures
Clark Development Company, Managing Partner.

Attest:


Denly Clark

By: 
W. Floyd Clark, President

1100
1100

COUNTY OF HIDALGO
PURCHASING DEPARTMENT
Pg. 2
Title Report No. 3202161

APPARENT LIENHOLDER OF RECORD: NONE OF RECORD

SUBJECT TO THE FOLLOWING:

Easements and reservations as may appear upon the recorded map of said subdivision recorded in **Volume 21, Page 183, Map Records** of Hidalgo County, Texas.

“Blanket” Easement in favor of **CENTRAL POWER AND LIGHT COMPANY, from C. W. Wolcott and Mrs. C. W. Wolcott**, dated **October 15, 1947**, recorded in **Volume 633, Page 480, Deed Records**, Hidalgo County, Texas.
{See copy hereto attached}

Statutory rights, rules, regulations, easements and liens in favor of **HIDALGO COUNTY IRRIGATION DISTRICT NO. 2**, pursuant to applicable sections of the Texas Water Code.
{See copy of map hereto attached}

Zoning Ordinances of the **CITY OF EDINBURG, TEXAS**.

Visible and apparent easements on or across subject property.

SUBJECT TO THE FOLLOWING liens filed against persons of the same or similar names as record title holder or predecessor in title:

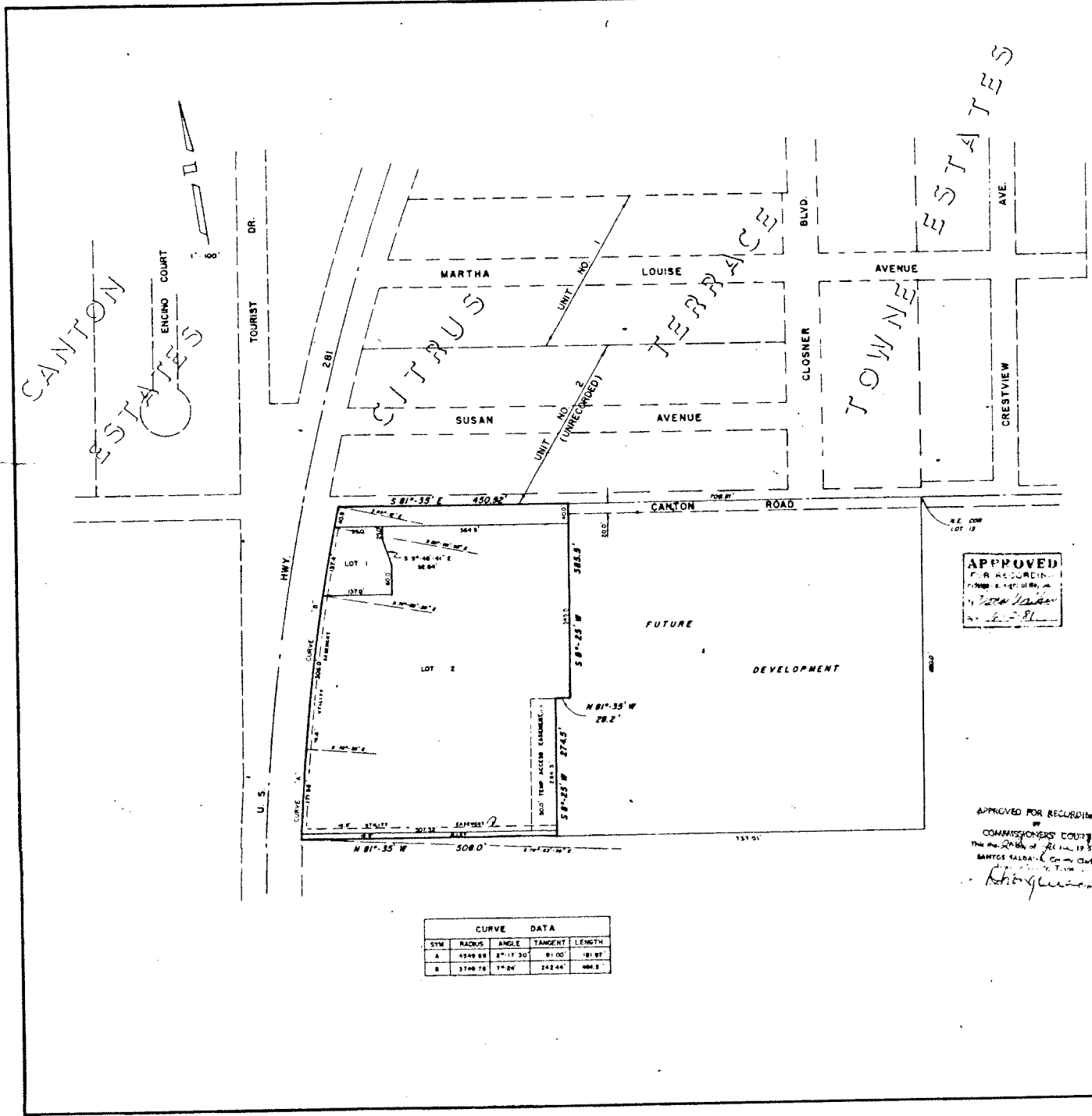
None of Record

As of The 27th . Day of August 2007, at 5:00 o'clock P.M.

SOUTH TEXAS LAND INVESTIGATIONS
114 NORTH 12TH. STREET EDINBURG, TEXAS 78539
PHONE: (956) 383-1657
E-MAIL: George@landtitleusa.com FAX NO.: (956) 380-1497


JORGE A. LOPEZ / Title Examiner
(PUBLIC CERTIFICATE NO. 2458135981700)

The undersigned certifies that this Title Report has been prepared with the same standard of care as would be used for the preparation and issuance of a Commitment of Title Insurance for the property. This Title Report is delivered with the understanding evidence by the acceptance hereof that (1) it is neither a guaranty, warranty nor opinion of title, and (2) any liability arising hereunder shall be limited to the cost of this Title Report.



CURVE DATA			
SYN	RADIOS	ANGLE	TANGENT LENGTH
A	4500.85	87° 17' 30"	81.00'
B	3700.76	77° 24'	242.04'

1977
 MAP OF
CANTON PLAZA

EDINBURG, TEXAS
 BEING A RESUBDIVISION OF 7.4 ACRES OUT OF THE NORTH 1/2 OF LOT 13
 KELLY-PHARR SUBDIVISION, CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Larry L. Smith
 LARRY L. SMITH
 REGISTERED PUBLIC SURVEYOR
 EDINBURG, TEXAS
 SURVEYED, NOVEMBER 15, 1978
 JOB # 79053



STATE OF TEXAS
 COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS: THAT I, THE UNDERSIGNED, ACTING IN MY CAPACITY AS VICE-PRESIDENT OF CLARK DEVELOPMENT COMPANY, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS CANTON PLAZA OF THE CITY OF EDINBURG, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

CLARK DEVELOPMENT COMPANY-EDINBURG
 A TEXAS GENERAL PARTNERSHIP

Thomas R. Knight
 THOMAS R. KNIGHT, JR., VICE PRESIDENT

STATE OF TEXAS
 COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THOMAS R. KNIGHT, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 15 DAY OF November, A.D., 1978.

Thomas R. Knight, Jr.
 THOMAS R. KNIGHT, JR., VICE PRESIDENT

ROTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

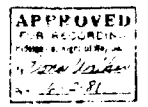
I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

Nancy Wilcox
 NANCY WILCOX, CHAIRMAN, PLANNING COMMISSION

THIS PLAT APPROVED BY THE CITY COMMISSION OF THE CITY OF EDINBURG, ON THIS THE 20th DAY OF May, A.D., 1978.

Ronald A. Case
 RONALD A. CASE, MAYOR

ATTEST:
David J. Cannon
 DAVID J. CANNON, CITY SECRETARY



APPROVED FOR RECORDING
 BY
 COMMISSIONERS COURT
 THIS 22nd DAY OF May 1978
 BARTOL SALDAÑA, CLERK
 EDINBURG, TEXAS
Bartol Saldaña

THIS PLAT APPROVED BY THE HIDALGO COUNTY BOARD OF COUNTY AND IMPROVEMENT DISTRICT NO. 1 ON THIS THE 27th DAY OF May, A.D., 1978.

James C. Pickett
 JAMES C. PICKETT, PRESIDENT

ATTEST:
James C. Pickett
 JAMES C. PICKETT, SECRETARY

FILED FOR RECORD THIS DATE
 1978
 COUNTY OF HIDALGO
 CLERK'S OFFICE
 EDINBURG, TEXAS

AGENDA

CC REGULAR HIDALGO COUNTY COMMISSIONERS' COURT MEETING May 12, 2009 1:30 P.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

[Handwritten signatures]

Roll Call

Burga, Flores, Solinas, Pelaez, Herdy

Pledge of Allegiance

Prayer

Approval of Consent Agenda

5.

Open Forum *Burda Burga*

Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.087 to discuss the following:

- A. Real Estate Acquisition
- B. Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project
- C. Pending and/or potential litigation
- D. AI-15334 SWEPI, LP v. Railroad Commission of Texas
- E. AI-15342 Claim of Jose M. Coronado
- F. AI-15377 Claim of Yesenia Garcia
- G. AI-15351 C-1173-09-E; Adrian Luna vs. County of Hidalgo

7.

Open Session:

- A. Real Estate Acquisition and appropriation for same
- B. Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project
- C. Pending and/or potential litigation *Heldens Pond*

AI-15333 SWEPI, LP v. Railroad Commission of Texas

E. AI-15343 Claim of Jose M. Coronado *1/16/08*

F. AI-15378 Claim of Yesenia Garcia - *1983.54*

G. AI-15352 C-1173-09-E; Adrian Luna vs. County of Hidalgo *See 10.2*

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

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

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

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

2. Requesting engagement with the firm of *Bobby Pueria* for the "Provision of Legal Services/Representation in connection with Litigation"

B. AI-15394 Discussion and possible action regarding salary increases of the County Court at Law Judges

C. *[Signature]* AI-15392 Approval of 457 Plan Hardship Withdrawal requests for employees #019135, 132446, 099406 & 089095

D. *[Signature]* AI-15412 Discussion and action on a request from private business property owner to access county property (parking lot on Canton and Closner) in order to excavate/repair property owner's sewage line located on county parking lot and to restore county property to original condition once repairs are completed. *Veris Trage*

E. *[Signature]* AI-15414 Status report regarding the "Improving accountability, transparency and efficiency in county government" project

11. **Health & Human Services Department - Eddie Olivarez:**

A. *[Signature]*
Discussion and/or action, including but not limited to Indigent Health Care Program and/or Expenditures

12. **Emergency Services Division - Tony Pena:**

A. *[Signature]* AI-15307 Requesting authority to continue cellular services including data cards and emergency Go-Kit with Sprint as well as establish an account between the Division of Emergency Services-Emergency Management and Sprint through the contract with the State of Texas H-GAC-CW-05-02.

B. *[Signature]* AI-15336 Discussion and action regarding a Declaration of Disaster proclamation for A-H1N1 Influenza, pursuant to Texas Government Code, 418.108.

STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT GRANTING ACCESS TO COUNTY PROPERTY

This agreement is made on the _____ day of _____, 2009 by and between Hidalgo County Texas, a political subdivision of the State of Texas (hereinafter "County") and Double O Ent., d/b/a Fiesta Food Stores, hereafter Fiesta

WITNESSETH

WHEREAS, A break has occurred on a sewer line owned by Fiesta;

WHEREAS, Repairing the sewer line break will necessitate digging into the asphalt of the parking lot of County owned property which is more particularly described in Exhibit A, attached hereto and made a part hereof for all purposes;

WHEREAS, Fiesta is requesting access to the County property described in Exhibit A;

WHEREAS, The Commissioner's Court of County acted on the request by Fiesta on May 12, 2009 which was included in Agenda Item A1-15412

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the parties for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, have agreed and by these presents agree to the following:

1. Fiesta and its duly authorized contractors are granted the right to enter upon the property described in Exhibit A for the sole purpose of making any and all repairs to the broken sewer line belonging to Fiesta.
2. Raul Sesin, PE, the Director of the Hidalgo County Planning Department is designated to oversee the work to be performed on County property by Fiesta and/or its duly authorized contractors.
3. Fiesta and / or its contractors will comply with all safety issues in accordance with the County Safety Division rules and regulations.

4. It is specifically understood by the parties that:
- A. The County property will be restored to its original condition after the work is completed at no cost to the County. All of the work contemplated hereunder will be completed no later than the _____ day of _____, 2009.
 - B. Fiesta shall provide County with proof of insurance in an amount acceptable to County for any loss including responsibility for any third party claim on any incident arising from this repair project.
 - C. County shall not be liable or responsible for, and shall be saved and held harmless by Fiesta, from and against any and all suits, actions losses, damages, claims or any liability of any character, type or description including all expenses of litigation, court costs and attorneys fees for injury or death to any person, or injury to property received or sustained by any person or property arising out of or occasioned by, directly or indirectly, the performance of the repair work contemplated under this agreement.
 - D. 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.

JD Salinas
County Judge
County of Hidalgo

JR Trevino
Double O Ent. d/b/a
Fiesta Food Stores

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Juan De Dios Salinas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2009

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned Notary Public, on this day personally appeared J.R. Trevino, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2009

Notary Public, State of Texas

APPROVED AS TO FORM

Antonio Mendoza
Assistant Criminal District Attorney

AI-15649

11.A.

**Memberships Dues 93rd District Court
CC REGULAR**

Date: 05/26/2009
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.

Information

CAPTION

93rd District Court:
Requesting approval to make payment for the 2009 membership dues for the Texas Association for Court Administration in the amount of \$50.00 for Joel Espinoza from the 93rd District Court Coordinator with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.
Req # 155560

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-002-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available account balance as of 5/22/09 \$240.00
Pending reclassification for requisition #155560.

Attachments

Link: [Affiv](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	05/22/2009 10:33 AM	APRV
2	Perla Lopez	Perla Lopez	05/22/2009 03:02 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Nielda Cavazos Started On: 05/22/2009 09:16 AM
Final Approval Date: 05/22/2009

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, JOEL C. ESPINOZA, do hereby state that my membership in the Texas Ass. for Court Administration on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE:

Joel Espinoza

DATE: MARCH 6, 2009

TITLE:

93rd District Court Coordinator

Before me Alexandria Alicia Pena, a Notary Public, appeared Joel ESPINOZA, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



(SEAL)

Alexandria Alicia Pena
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

RECEIVED BY: Joel Espinoza
DATE REC: 3-6-09
P.O. #

Texas Association for Court Administration

MEMBERSHIP RENEWAL NOTICE

This is a reminder that your membership dues in the Texas Association for Court Administration are now due. Please use this card as a renewal application and make any necessary changes to your name, address, etc., so that we may update our database. Your continued involvement is encouraged.

The annual renewal fee for a regular membership is \$50*

Sign your judge up for membership at the same time and pay only \$75 for both of you!

Please make check payable to the Texas Association for Court Administration and mail the check with the renewal card to the following address:

Texas Association for Court Administration
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, Texas 77341-2296

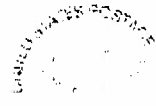
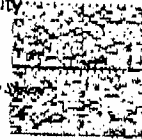
Thank you for your continued support

**Please remember, on July 1, 2009 regular membership dues will increase, so get your renewal in soon!*



Texas Association for Court Administration
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, TX 77341-2296

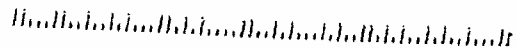
*Sam Houston State University
is a member of The Texas State University*



6 00,279

**Membership
Renewal**

Joel C. Espinoza
Court Coordinator
93rd District Court
100 North Closner
Edinburg, Texas 78539



Interlocal Agreements (School Districts)

CC REGULAR

Date: 05/26/2009
Submitted By: Rachel Cavazos, CONSTABLE PCT. #3
Submitted For: Larry Gallardo
Department: CONSTABLE PCT. #3
Agenda Category: Constables **Purchasing only:** Constables

Information

CAPTION

1. Request approval to renew interlocal agreements with La Joya, Mission, and Sharyland Independent School Districts for the 2009 - 2010 school year.
2. Approval to appropriate funding from School District and local match.
3. Approval to set salaries.

BACKGROUND

Total County Match: \$87,901.08
 La Joya ISD-\$30,845.03
 Mission CISD-\$26,211.02
 Sharyland ISD-\$30,845.03

Fiscal Impact

Attachments

- Link: [La Joya 09-10](#)
 Link: [Mission 09-10](#)
 Link: [Sharyland 09-10](#)
 Link: [revised salary schedule](#)
 Link: [appropriation](#)
 Link: [LOT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	05/22/2009 04:34 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/22/2009 05:09 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Rachel Cavazos
 Started On: 05/22/2009 04:14 PM

Final Approval Date: 05/22/2009

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
LA JOYA INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the ____ day of _____, 2009, by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for a match of Thirty Thousand Eight Hundred and Forty Five and 03/100ths Dollars (\$30,845.03).

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

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire commissioned peace officers and the necessary support staff to continue the Project at the District. During the term of this Agreement, such peace officers at all times shall remain and be treated as employees of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.
2. Within fifteen (15) days of receiving an invoice from the County, the District agrees to provide funding to the County in the amount of Thirty Thousand Eight

Hundred and Forty Five and 03/100ths Dollars (\$30,845.03) as consideration to the County for the continued implementation of the Project at the District.

3. County shall fund the amount of Thirty Thousand Eight Hundred and Forty Five and 03/100ths Dollars (\$30,845.03) for its one-half share of the Project.
4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.
5. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.
6. **Term.** The term of this Agreement shall commence immediately upon execution of this Agreement and shall continue through the end of the District's 2010 Spring semester.
7. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.
8. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.
11. **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.

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

If to District: La Joya Independent School District
Attention: Dr. Alda Benavides, Superintendent
201 E. Expressway 83
La Joya, Texas 78560

If to County: Hidalgo County, Texas
Attention: J.D. Salinas, III , County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

with copy to : Hidalgo County Constable Precinct No. 3
Attention: Constable Lazaro Gallardo, Jr.
730 N. Breyfogle, Suite B
Mission, Texas 78572

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

9. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
11. **Assignment.** This Agreement shall not be assignable.
12. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

14. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
15. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
16. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

**LA JOYA INDEPENDENT
SCHOOL DISTRICT**

Johnn Valente Alaniz, President, Board of
Trustees

ATTEST:

, Secretary, Board of Trustees

HIDALGO COUNTY

J.D. Salinas, III , County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the ____ day of _____, 2009, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for a match of Twenty Six Thousand Two Hundred and Eleven and 02/100ths Dollars (\$26,211.02).

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

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue the Project at the District. The County peace officer shall use his best efforts to address crimes committed by

juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention and prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.
3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.
4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.
5. The parties agree that the peace officer shall perform the functions of an attendance officer in accordance with the Texas Education Code Section 25.091, in which the peace officer shall be authorized to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirement; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process.
6. **Term.** The period of performance of this Agreement shall commence on September 1, 2009 and terminate on August 31, 2010. Either party

shall have to right to terminate this Agreement with or without cause upon sixty (60) days written notice.

- 7. Work Hours.** The peace officer shall be assigned to District business from 8:00 a.m. to 5 p.m., Monday through Friday and any other times required to fulfill the goals and objectives of the Program (i.e., Saturday juvenile education and training sessions) (collectively, "Normal Work Hours"), and at times other than Normal Work Hours upon mutual written agreement between the District and County.
- 8. Time Off.** Any vacation, overtime or compensatory time earned by the peace officer shall be used or paid prior to the expiration of this Agreement. The County agrees to notify the District's Humor Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.
- 9.** The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The county shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.
- 10.** County agrees to fund the Program in the amount of Twenty Six Thousand Two Hundred Eleven and 02/100ths Dollars (\$26,211.02) for its one-half share of the Project.
- 11.** Within fifteen (15) days of receiving an invoice from the County, the District agrees to provide funding to the County in the amount of Twenty Six Thousand Two Hundred Eleven and 02/100ths Dollars (\$26,211.02) as consideration to the County for the continued implementation of the Project at the District.
- 12.** Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.
14. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.
15. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive, or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
16. **No waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
17. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.
18. **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, TEXAS.
19. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such

other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: Mission Consolidated Independent School District
Attention: Oscar Rodriguez, Superintendent
1201 Bryce Drive
Mission, Texas 78572

If to County: Hidalgo County, Texas
Attention: J. D. Salinas, III, County Judge
PO Box 758
Edinburg, Texas 78540-0758

With Copy to: Hidalgo County Constable Precinct No. 3
Attention: Constable Lazaro Gallardo, Jr.
730 N. Breyfogle, Suite B
Mission, Texas 78572

20. **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.
21. **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 Agreements
22. **Assignment.** This Agreement shall not be assignable.
23. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
24. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
25. **Authority to Execute.** The execution and performance of this agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
26. **Governmental Purpose.** Each party hereto is entering into this

Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

James Olivarez, President, Board of Trustees

ATTEST:

Dr. Sonia Trevino, Secretary, Board of Trustees

HIDALGO COUNTY

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
SHARYLAND INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the ____ day of _____, 2009, by and between **SHARYLAND INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for a match of Thirty Thousand Eight Hundred and Forty Five and 03/100ths Dollars (\$30,845.03).

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

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue the Project at the District. The County peace officer shall use his best efforts to address crimes committed by

juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention and prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.
3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.
4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.
5. The parties agree that the peace officer shall perform the functions of an attendance officer in accordance with the Texas Education Code Section 25.091, in which the peace officer shall be authorized to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirement; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process.
6. **Term.** The period of performance of this Agreement shall commence on September 1, 2009 and terminate on August 31, 2010. Either party

shall have to right to terminate this Agreement with or without cause upon sixty (60) days written notice.

- 7. Work Hours.** The peace officer shall be assigned to District business from 8:00 a.m. to 5 p.m., Monday through Friday and any other times required to fulfill the goals and objectives of the Program (i.e., Saturday juvenile education and training sessions) (collectively, "Normal Work Hours"), and at times other than Normal Work Hours upon mutual written agreement between the District and County.
- 8. Time Off.** Any vacation, overtime or compensatory time earned by the peace officer shall be used or paid prior to the expiration of this Agreement. The County agrees to notify the District's Humor Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.
- 9.** The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The county shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.
- 10.** County agrees to fund the Program in the amount of Thirty Thousand Eight Hundred and Forty Five and 03/100ths Dollars (\$30,845.03) for it's one-half share of the Project.
- 11.** Within fifteen (15) days of receiving an invoice from the County, the District agrees to provide funding to the County in the amount of Thirty Thousand Eight Hundred and Forty Five and 03/100ths Dollars (\$30,845.03) as consideration to the County for the continued implementation of the Project at the District.
- 12.** Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.
14. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.
15. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive, or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
16. **No waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
17. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.
18. **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, TEXAS.
19. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such

If to District: Sharyland Independent School District
Attention: Scott Owings, Superintendent
1106 N. Shary Road
Mission, Texas 78572

If to County: Hidalgo County, Texas
Attention: J. D. Salinas, III, County Judge
PO Box 758
Edinburg, Texas 78540-0758

With Copy to: Hidalgo County Constable Precinct No. 3
Attention: Constable Lazaro Gallardo, Jr.
730 N. Breyfogle, Suite B
Mission, Texas 78572

20. **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.
21. **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 Agreements
22. **Assignment.** This Agreement shall not be assignable.
23. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
24. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
25. **Authority to Execute.** The execution and performance of this agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
26. **Governmental Purpose.** Each party hereto is entering into this

Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

SHARYLAND INDEPENDENT SCHOOL DISTRICT

Guillermo Reyna, President, Board of Trustees

ATTEST:

Ricky Longoria, Secretary, Board of Trustees

HIDALGO COUNTY

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1285-421-00-293-005-0

AI - 15664

STOP TRUANCY

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
001	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	44,777.00	0	0.00	0.00	44,777.00	44,777.00	360.00	0.00	1,200.00	0.00	500.00	46,837.00
002	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	44,777.00	0	0.00	0.00	44,777.00	44,777.00	360.00	0.00	1,200.00	0.00	500.00	46,837.00
003	113	DEPUTY CONSTABLE - TOS	39,330.00	0.00	39,330.00	0	0.00	(2,850.00)	36,480.00	36,480.00	1,080.00	0.00	1,800.00	0.00	500.00	38,780.00
			128,884.00	0.00	128,884.00		0.00	(2,850.00)	126,034.00	126,034.00	1,800.00	0.00	4,200.00	0.00	1,500.00	132,454.00

DATE: May 26, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for
Constable Pct. 3 STOP Truancy

ACCOUNT NUMBER: 9-1285-421-00-293-005-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2009
Appropriation

**AI #15664, Item
12.A.**



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
9-1285-421-00-293-005-0-	113	STOP Truancy-	Perm F/T Employees	126,034.00
9-1285-421-00-293-005-0-	115	STOP Truancy-	Longevity Pay	1,800.00
9-1285-421-00-293-005-0-	117	STOP Truancy-	Supplemental Pay	4,200.00
9-1285-421-00-293-005-0-	119	STOP Truancy-	Clothing Allowance	1,500.00
9-1285-421-00-293-005-0-	211	STOP Truancy-	Health Insurance	12,492.00
9-1285-421-00-293-005-0-	212	STOP Truancy-	Life Insurance	81.00
9-1285-421-00-293-005-0-	220	STOP Truancy-	FICA	10,215.35
9-1285-421-00-293-005-0-	230	STOP Truancy-	Retirement	12,044.77
9-1285-421-00-293-005-0-	250	STOP Truancy-	Unemployment Comp	667.67
9-1285-421-00-293-005-0-	260	STOP Truancy-	Workers Comp	3,351.70
9-1285-421-00-293-005-0-	890	STOP Truancy-	Other	3,415.67
		Total Appropriations		175,802.16
9-1285-337-00-293-001-0-	000	STOP-	Mission ISD	26,211.02
9-1285-337-00-293-002-0-	000	STOP-	La Joya ISD	30,845.03
9-1285-337-00-293-003-0-	000	STOP-	Sharyland ISD	30,845.03
9-1285-391-01-000-100-0-	000	Transfers In-	General Fund	87,901.08
		Total Revenue		175,802.16
TOTAL BUDGET INCREASE (DECREASE)				175,802.16

REASON:

Appropriation of funds for the Constable Pct. 3 STOP Truancy Program for FY 2010. Grant period is from 9-1-09 to 8-31-09. **Total county cash match \$87,901.08.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK



Letter of Transmittal
HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: 5/26/2009

To: Esther Cortez, Human Resources
Director

From: Raul Silguero, Jr.
Budget 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: 15664

C.C. Date: 5-26-09

Dept: Constable Pct. 3 STOP Truancy

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

Human Resources Dept:

Received By: _____

Title: _____

Date: _____

Time: _____

Proclamation - Hurricane Awareness Week 2009

CC REGULAR

Date: 05/26/2009
Submitted By: Brenda Garza, COUNTY JUDGE
Submitted For: Juan D. Salinas
Department: COUNTY JUDGE
Agenda Category: Emergency Services Division

Information

CAPTION

Presentation and approval of Proclamation for Hurricane Awareness Week 2009.

BACKGROUND

Fiscal Impact

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

Attachments

Link: Proclamation Hurricane Awareness Week 2009

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/20/2009 04:00 PM	APRV
2	Roland Garcia	Rolando Garcia	05/21/2009 01:35 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Brenda Garza
 Started On: 05/20/2009 03:53 PM
 Final Approval Date: 05/22/2009

HURRICANE AWARENESS WEEK 2009

Proclamation

WHEREAS, Texas hurricane season begins June 1 and ends November 30, and

WHEREAS, the 624-mile Texas Gulf coastline, including Hidalgo County and the entire Rio Grande Valley, are vulnerable to the devastating effects of a hurricane or tropical storm, and

WHEREAS, both public and private entities should develop emergency response and recovery plans, and

WHEREAS, the National Weather Service and the Governor's Division of Emergency Management are designating the week of May 24 – 30, 2009, as Hurricane Awareness Week in Texas, and

WHEREAS, the best defense is preparedness and public education about the dangers of the high winds, storm surge, flooding and tornadoes that may occur for hundreds of miles in conjunction with a hurricane or tropical storm, and

WHEREAS, Hidalgo County is committed to promoting the prevention of loss of life and property through planning and mitigation practices, and

WHEREAS, Hidalgo County Emergency Management has purchased NOAA All-Hazards Radios for each precinct office as a means to receive hazard notifications, and

Now, therefore **BE IT RESOLVED**, that the Hidalgo County Commissioners Court Proclaims May 24 – 30, 2009 as Hurricane Awareness Week in Hidalgo County, and urges all citizens of Hidalgo County to participate in hurricane preparedness activities, and to pay close attention to warnings and instructions throughout Hurricane Season.

IN OFFICIAL RECOGNITION WHEREOF, We the undersigned hereby affix our signatures this, the 26th day of May, 2009.

J.D. Salinas, III
Hidalgo County Judge

Sylvia S. Handy
Commissioner, Precinct 1

Hector "Tito" Palacios
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Oscar L. Garza, Jr.
Commissioner, Precinct 4

Attest:

Arturo Guajardo, Jr.
Hidalgo County Clerk

AI-15597

15.A.

Public Hearing - amendment for funding (AARA)

CC REGULAR

Date: 05/26/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Requesting Public Hearing in regards to the submittal of a Substantial amendment to the Community Development Block Grant for funding under the American Recovery & Reinvestment Act of 2009 (AARA) in the amount of \$2,265,128.00

BACKGROUND

The first hearing was held on Monday, May 18, 2009 at the Urban County Program Conference Room at 6:00 pm. Citizens were allowed the opportunity to discuss the needs for the use of AARA funds for hard development costs associated with infrastructure activities that provide basis services. The comment period begins on May 18, 2009 ending on May 25, 2009.

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: [AARA public hearing](#)

Link: [AI- 15597](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/20/2009 08:04 AM	APRV
2	Veronica Lopez	Veronica Lopez	05/20/2009 10:27 AM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Estella Webber
 Started On: 05/19/2009 04:37 PM
 Final Approval Date: 05/22/2009

**PUBLIC HEARING NOTICE
AMERICAN RECOVERY & REINVESTMENT
ACT OF 2009 (ARRA)
County of Hidalgo
Urban County Program
Date of Publication: May 14, 2009**

The County of Hidalgo, Texas will hold (2) public hearings in regard to the submittal of a Substantial amendment to its Community Development Block Grant for funding under the American Recovery & Reinvestment Act of 2009 (ARRA) in the amount of \$2,265,128. The first hearing will be held on Monday, May 18, 2009 at the Hidalgo County Urban County Program Conference Room, located at 1916 Tesoro Blvd. in Pharr, Texas at 6:00 pm.

The purpose of the hearing is to allow citizens an opportunity to discuss the County's needs in regards to the use of ARRA funds for "hard development costs associated with infrastructure activities that provide basic services". The County encourages citizens to participate and make their views known at the public hearing. The comment period begins on May 18, 2009 and ends on May 25, 2009.

A second Public Hearing will be held at the County Commissioners Court Meeting scheduled for Tuesday, May 26, 2009, at 1:30 pm. at 100 E. Cano Street in Edinburg, Texas prior County Commissioners Court action.

Citizens unable to attend these hearings may submit their comments in writing to the Hidalgo County Urban County Program office, 1916 Tesoro Blvd., Pharr, Texas 78577.

For more information on the ARRA, please come by our office or call (956) 787-8127.

Accommodations for individuals with handicaps shall be provided upon request.

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

**Diana R. Serna, Director
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577**


[COUNTY GOVERNMENT](#)
[COUNTY DEPARTMENTS](#)
[LAW & JUSTICE](#)
[ONLINE SERVICES](#)
[SEARCH](#)
[GO](#)

You are here: [Home](#) > [County Departments](#) > Urban County

Hidalgo County Urban County Program

HPRP Program

Neighborhood Stabilization Program

Homebuyer Assistance Program

Hidalgo County Offices
100 N. Closner Blvd.
Edinburg, TX 78539
Hours: 8:00 am - 5:00 pm

Public Hearing Notice - American Recovery & Reinvestment Act of 2009 (ARRA)

The County of Hidalgo, Texas will hold (2) public hearings in regard to the submittal of a substantial amendment to its Community Development Block Grant for funding under the American Recovery & Reinvestment Act of 2009 (ARRA) in the amount of \$2,265,128.

The purpose of the hearing is to allow citizens an opportunity to discuss the County's needs in regards to the use of ARRA funds for "hard development costs associated with infrastructure activities that provide basic services."

The first hearing will be held on Monday, May 18, 2009 at the Hidalgo County Urban County Program Conference Room, located at 1916 Tesoro Blvd. in Pharr, Texas at 6:00 pm. A second public hearing will be held at the County Commissioners Court Meeting scheduled for Tuesday, May 26, 2009 at 1:30 pm at 100 E. Cano Street in Edinburg, Texas prior County Commissioners Court action.

[View the Notice of Public Hearing >>](#)

Contact

Diana Serna, Director
[Email](#)

Edinburg, TX 78539

Ph: (956) 787-8127
Fx: (956) 787-5291

Hours

8:00 am - 5:00 pm
Monday - Friday

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

No. 15597

Date: May 19, 2009


Meeting Date Request: May 26, 2009

Deadline for Action: May 26, 2009

Contact Person: Diana R. Serna

Department: Urban County Program

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

Diana R. Serna, Urban County Director 

Caption:

Requesting Public Hearing in regards to the submittal of a Substantial amendment to the Community Development Block Grant for funding under the American Recovery & Reinvestment Act of 2009 (AARA) in the amount of \$2,265,128.

Background:

The first hearing was held on Monday, May 18, 2009 at the Hidalgo County Urban County Program at 6:00 pm. Citizens were allowed the opportunity to discuss the needs to the use of AARA funds for hard development costs associated with infrastructure activities that provide basis services. The comment period begins on May 18, 2009 ending on May 25, 2009.

CDBG Manager _____ Finance _____

Please initial for approval:

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

Comments:

Action taken by Commissioner's Court:

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

AI-15612

15.B.

Resolution - AARA

CC REGULAR

Date: 05/26/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Resolution authorizing approval and submittal of a Substantial amendment to the 2008 Community Development Block Grant fiscal year for funding under the American Recovery & Reinvestment Act of 2009 (AARA) in the amount of \$2,265,128.

BACKGROUND

The Urban County Program is requesting authorization to submit a substantial amendment for funding under the AARA. Public hearings were held where citizens were allowed the opportunity to discuss the needs for the use of AARA funds for hard development costs associated with infrastructure activities.

Fiscal Impact

Attachments

Link: [Resolution- AARA](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Veronica Lopez	05/20/2009 11:52 AM	APRV
2		Veronica Lopez	Veronica Lopez	05/21/2009 09:22 AM	APRV
3		Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Estella Webber
Started On: 05/20/2009 09:55 AM

Final Approval Date: 05/22/2009

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS, AUTHORIZING A SUBSTANTIAL AMENDMENT TO THE YEAR 21 (2008) COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FUNDING UNDER THE AMERICAN RECOVERY & REINVESTMENT ACT OF 2009 (AARA) IN THE AMOUNT OF \$2,265,128 AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE HUD AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (AARA)

WHEREAS, the Commissioners' Court of the County of Hidalgo desires to develop a viable urban community including decent housing and a suitable living environment and economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety of our residents; and

WHEREAS, American Recovery and Reinvestment Act will supplement existing CDBG funds for public infrastructure; and

WHEREAS, it is necessary and in the best interest of the County of Hidalgo to improve infrastructure within the County; and

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS:

1. A Substantial Amendment to the Hidalgo County Urban County Program Year 21 (2008) is hereby authorized; and
2. That all funds be used for infrastructure improvements, (drainage) and
3. That the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this Amendment and the County's participation in the U.S. Department of Housing and Urban Development (HUD) American Recovery and Reinvestment Act of 2009 (AARA).

PASSED AND APPROVED THIS 26th DAY OF MAY, 2009.

Juan D. Salinas, III, County Judge
Hidalgo County, Texas

ATTEST:

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

**Construction contract change order - City of Alamo
CC REGULAR**

Date: 05/26/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program requests approval of Change Order No.1 on the construction contract with United Contracting, Inc. to increase contract in the amount of \$80,027.50, utilizing City of Alamo general funds.

BACKGROUND

The Urban County Program requests approval of Change Order No. 1 as presented by the City of Alamo to the existing contract in the amount of \$324,028.00 for the installation of a sanitary sewer line and resurfacing of streets at Veronica Ann and Lopez Subdivision. Hidalgo County Commissioner’s Court approved the original contract on February 17, 2009. The City of Alamo has requested additional work in the amount of \$80,027.50 and will pay from the City of Alamo’s General Fund.

Approved Contract Amount:	\$ 324,028.00
Change Order No. 1 (Increase)	\$ 80,027.50 (City of Alamo General Fund)
New Contract Amount:	\$ 404,055.50

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #:

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

The change order is to provide additional sewer lines and will be paid with non-CDBG funds.

Approved Contract Amount:	\$324,028.00
Change Order No. 1 (Increase)	\$80,027.50 (City of Alamo General Fund)
New Contract Amount:	\$404,055.50

Attachments

Link: [construction contract - change order](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Budget & Management	Veronica Lopez	05/19/2009 02:31 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/20/2009 01:18 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Estella Webber

Started On: 05/19/2009 01:28
PM

Final Approval Date: 05/22/2009

Rudy Villarreal
Mayor
Diana Martinez
Mayor Pro-Tem
Victor Perez
Commissioner
Jesus "Jesse" Vela, Jr.
Commissioner
Roel Landa, Jr.
Commissioner
Luciano Ozuna, Jr.
City Manager



May 14, 2009

Mrs. Lupita V. Garcia, C.D. Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr Texas 78577

Re: Change Order No.1-Veronica Ann & Lopez Subdivision Project

Dear Lupita:

At a Special Meeting on May 12, 2008, the Board of Commissioners voted to approve Change Order No.1 in the amount of \$80,027.50. This will increase the existing contract with United Contracting to \$404,055.50. The Change Order is to provide additional sanitary sewer lines and will be paid with non-CDBG funds.

I ask that this be placed on the next County Commissioners Court agenda for appropriate action.

If you need additional information or have any questions, please call me at (956) 787-0006 ext.106.

Sincerely,

Jaime S. Sandoval
Community Planning & Development Director

Enclosures

CC: Luciano Ozuna, Jr., City Manager
Enrique Guzman, Finance Director
File



**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

UCP CONTRACT CHANGE ORDER REQUEST

CITY/PCT. City of Alamo 420 N. Tower Road Alamo, TX 78516	DATE: May 07, 2009 CHANGE ORDER NO. 1
United Contracting, Inc. 4616 N. Conway Ave. Mission, TX 78572 Phone #: <u>956-519-3246</u>	<u>Alamo Water/Sewer & Street Improvements/5007-05-0310/0311- 5000-0500-UCP-GVG</u>
You are hereby requested to comply with the following changes from the contract plans and specifications:	

√

Final Quantitative Adjustments

Unit Prices

Quantitative Addition

√

Quantitative Deletion

Time Extension

Other

REASON: To provide much needed sanitary sewer service to the area located west of Veronica Ann Subdivision.

Contract price prior to change order	\$	324,028.00
Net Increase/Decrease of this Change Order	\$	80,027.50
Contract Price with Change Order	\$	404,055.50
Increase/Decrease in time _____	30	days.

UCP-25

E
MAY 24 2009

REVISED: 05/22/00

HIDALGO COUNTY
URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

[Signature] 5/13/09 M. Sanchez
CITY/PCT. OFFICIAL DATE CONTRACTOR DATE

[Signature] 5-7-09
PROJECT ENGINEER - ARCHITECT DATE

(FOR URBAN COUNTY PROGRAM USE ONLY)

Scope Increase

Quantitative Addition/Deletion

Scope Decrease

Final Quantitative Adjustment

L/M Beneficiary Change/Impact

Other

Environmental Impact

Approved

Disapproved

Title: _____

Signature: _____

Date: _____

**Bids, Contract approvals - Home Rehab prog.
CC REGULAR**

Date: 05/26/2009
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 Countywide area in the amount of \$37,490.00 to CRG HOMES.
2. (1) Unit in the City of San Juan in the amount of \$36,499.00 to Rolando's General Construction
3. (1) Unit in the City of Weslaco in the amount of \$35,999.00 to Rolando's General Construction.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on March 17, 2009 . Bid was received and opened at the Hidalgo County Purchasing Department on Wednesday, May 20, 2009. (see attachment)

Fiscal Impact

Attachments

Link: [bid tab - home rehab](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/20/2009 02:27 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/20/2009 03:38 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Estella Webber			Started On: 05/20/2009 01:05 PM	
Final Approval Date: 05/22/2009				

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME: COUNTY OF HIDALGO COUNTY URBAN COUNTY PROGRAM

BID OPENING DATE: MAY 20, 2009 BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: The demolition and reconstruction of one (1) unit in the county wide area along with one (1) unit in the city of San Juan and one (1) unit in the city of Weslaco.

	Raquel Garces - CW	Juan Ramirez - San Juan	R. Lozano - Weslaco
CONTRACTORS			
QUALITY INVESTMENTS	\$ 37,897.00	\$ 37,397.00	\$ 36,897.00
HUGO DELEON	\$ 37,500.00		
RINCONES GROUP INC		\$ 36,850.00	\$ 36,850.00
G&G CONTRACTOR		\$ 36,880.00	\$ 37,440.00
JD VILLARREAL	\$ 47,000.00	\$ 44,000.00	\$ 47,000.00
CRG HOMES	\$ 37,490.00	\$ 37,490.00	\$ 37,490.00
GUSTAVO DELEON GMH CONST.		\$ 36,500.00	\$ 36,800.00
ROLANDOS GENERAL CONSTRUCTION	\$ 37,499.00	\$ 36,499.00	\$ 35,999.00

**Engineering services - flood drainage - Weslaco
CC REGULAR**

Date: 05/26/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services in connection with Hidalgo County Urban County Program from Program Year 20 (2007) for a Flood Drainage Improvement Project in the City of Weslaco.
2. Presentation of the scoring grid of at least three (3) engineering firms from the County’s approved “pool” as graded and evaluated by the City of Weslaco, Hidalgo Urban County Program and Hidalgo County Purchasing Department for the purposes of ranking by CC in connection with an Urban County Program Flood Drainage Improvement Project in the City of Weslaco.
3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program -City of Weslaco Flood Drainage Improvement project.

BACKGROUND

The City of Weslaco , Urban County Program and the Hidalgo County Purchasing Department have evaluated and graded three engineering firms from the County’s approved “pool”. TEDSI Infrastructure Group, DOS Logistics, and Sigler, Winston, Greenwood & Associates were the three firms. The Flood Drainage Improvements Project includes the widening of drainage canals to add additional detention for storm water at Las Brisas de Oro Subdivision, located on Mile 9 North- east of FM 1015 in Weslaco.

See attached grading grid for your review.

Fiscal Impact

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> Urban County funds
<u>FUNDS AVAILABLE Y/N?:</u> Yes	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

Urban County- City of Weslaco Flood Drainage funds will be utilized for this project.

Attachments

Link: Grading Grid- Eng svcs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/19/2009 04:09 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/20/2009 02:46 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Estella Webber

Started On: 05/19/2009 02:43
PM

Final Approval Date: 05/22/2009

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: City of Weslaco – Flood Drain Improvements

Department: Hidalgo County Urban County Program

Name of Firm: TEDSI Infrastructure Group

Date of Evaluation: 7-10-09

Evaluator's Name: Moises Salazar

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
---------------------------	--------------	--------------

1. Professional Qualifications of Team	20	<u>20</u>
--	----	-----------

Comments/Rationale for Points: Many qualified Engineers

2. Experience of Project Team	25	<u>25</u>
-------------------------------	----	-----------

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Has performed several jobs for the county

3. Experience/Availability of Project Manager	20	<u>20</u>
---	----	-----------

Comments/Rationale for Points: Available thru direct line with proj mngr. who has obtained plenty of experience with county projects.

4. Understanding of Project	25	<u>25</u>
-----------------------------	----	-----------

Comments/Rationale for Points: Very much familiar with county projects

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
--	----	-----------

Comments/Rationale for Points: Constant involvement with TX-DOIT

Total Score	<u>100</u>
-------------	------------

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: City of Weslaco – Flood Drain Improvements

Department: Hidalgo County Urban County Program

Name of Firm: TEDSI Infrastructure Group

Date of Evaluation: 2/9/09

Evaluator's Name: Tony Barco

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>19</u>
Comments/Rationale for Points: _____		
2. Experience of Project Team	25	<u>21</u>
Note Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:		
Comments/Rationale for Points: _____		
3. Experience/Availability of Project Manager	20	<u>18</u>
Comments/Rationale for Points: _____		
4. Understanding of Project	25	<u>23</u>
Comments/Rationale for Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
Comments/Rationale for Points: _____		
Total Score		<u>91</u>

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: TEDSI Infrastructure Group

Date of Evaluation: _____

Evaluator's Name: David Salinas, Director of Public Facilities

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
---------------------------	--------------	--------------

1. Professional Qualifications of Team	20	<u>5</u>
--	----	----------

Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>5</u>
-------------------------------	----	----------

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>5</u>
---	----	----------

Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>5</u>
-----------------------------	----	----------

Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>5</u>
--	----	----------

Comments/Rationale for Points: _____

Total Score	<u>25</u>
--------------------	-----------

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: City of Weslaco - Flood Drain Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Sigler, Winston Greenwood & Associates

Date of Evaluation: 07/10/09

Evaluator's Name: Michael Salazar

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
---------------------------	--------------	--------------

1. Professional Qualifications of Team	20	<u>18</u>
--	----	-----------

Comments Rationale for Points: CF A company with a good reputation

2. Experience of Project Team	25	<u>25</u>
-------------------------------	----	-----------

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments Rationale for Points: 1. All the information was gathered from the client

3. Experience Availability of Project Manager	20	<u>20</u>
---	----	-----------

Comments Rationale for Points: 2. The project manager has a good reputation

4. Understanding of Project	25	<u>20</u>
-----------------------------	----	-----------

Comments Rationale for Points: 1. The project manager has a good reputation

5. Familiarity with Applicable Rules and Regulations	10	<u>5</u>
--	----	----------

Comments Rationale for Points: 1. The project manager has a good reputation

Total Score

78 88 *[Signature]*

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: City of Weslaco – Flood Drain Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Sigler, Winston Greenwood & Associates

Date of Evaluation: 2/9/09

Evaluator's Name: Tony Barco

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>20</u>
Comments/Rationale for Points: _____		
2. Experience of Project Team	25	<u>23</u>
Note Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:		
Comments/Rationale for Points: _____		
3. Experience/Availability of Project Manager	20	<u>19</u>
Comments/Rationale for Points: _____		
4. Understanding of Project	25	<u>24</u>
Comments/Rationale for Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
Comments/Rationale for Points: _____		
Total Score		<u>96</u>

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: Sigler, Winston, Greenwood & Associates

Date of Evaluation: _____

Evaluator's Name: David Salinas, Director of Public Facilities

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>5</u>
Comments/Rationale for Points: _____		

2. Experience of Project Team	25	<u>5</u>
Note Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:		
Comments/Rationale for Points: _____		

3. Experience/Availability of Project Manager	20	<u>4</u>
Comments/Rationale for Points: _____		

4. Understanding of Project	25	<u>5</u>
Comments/Rationale for Points: _____		

5. Familiarity with Applicable Rules and Regulations	10	<u>5</u>
Comments/Rationale for Points: _____		

Total Score		<u>24</u>

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: City of Weslaco – Flood Drain Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Dos Logistic

Date of Evaluation: 2-10-09

Evaluator's Name: Moises Salazar

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>20</u>
Comments/Rationale for Points: <u>Qualified Team</u>		
2. Experience of Project Team	25	<u>25</u>
Note Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:		
Comments/Rationale for Points: <u>Number of years in business</u>		
3. Experience/Availability of Project Manager	20	<u>20</u>
Comments/Rationale for Points: <u>Available to assist</u>		
4. Understanding of Project	25	<u>20 MS</u>
Comments/Rationale for Points: <u>Will prioritize county projects and</u> <u>understands Co.</u>		
5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
Comments/Rationale for Points: <u>Numerous drainage improvement done</u>		

Total Score ~~105~~ 95

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: City of Weslaco – Flood Drain Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Dos Logistic

Date of Evaluation: 2/9/09

Evaluator's Name: Tony Barco

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>19</u>
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Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>20</u>
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Note Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>18</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>22</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: _____

	Total Score	<u>89</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: DOS Logistics

Date of Evaluation: _____

Evaluator's Name: David Salinas, Director of Public Facilities

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>5</u>
Comments/Rationale for Points: _____		

2. Experience of Project Team	25	<u>4</u>
Note Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:		
Comments/Rationale for Points: _____		

3. Experience/Availability of Project Manager	20	<u>4</u>
Comments/Rationale for Points: _____		

4. Understanding of Project	25	<u>5</u>
Comments/Rationale for Points: _____		

5. Familiarity with Applicable Rules and Regulations	10	<u>5</u>
Comments/Rationale for Points: _____		

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Total Score 23

**Material testing - Water/Sewer project - Weslaco
CC REGULAR**

Date: 05/26/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Material Testing Services in connection with Hidalgo County Urban County Program Years 18- 20 (2005-2007) for a Water/Sewer Improvement Project in the City of Weslaco.

2. Presentation of the scoring grid of at least three (3) engineering firms from the County’s approved “pool” as graded and evaluated by the City of Weslaco, Urban County Program and Hidalgo County Purchasing Department for the purposes of ranking by CC in connection with an Urban County Program Water/Sewer Improvement Project in the City of Weslaco.

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

BACKGROUND

The City of Weslaco, Urban County Program and the Hidalgo County Purchasing Department have evaluated and graded three firms from the County’s approved “pool”. Raba-Kistner Consultants, Inc., L&G Engineering Laboratory, LLC, and Professional Services Industries, Inc., were the three firms. The Water/Sewer Improvements Project includes testing services for the up grading and installation of water lines, and street resurfacing improvement to the alley between Nebraska & Indiana Streets, from 7th Street to just South of 6th Street. See attached grading grid for your review.

Fiscal Impact

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> Urban County funds
<u>FUNDS AVAILABLE Y/N?:</u> Yes	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

Urban County- City of Weslaco Water/Sewer Improvement funds will be utilized for this project.

Attachments

Link: [grid - water/sewer imp.](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/19/2009 04:21 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/20/2009 10:31 AM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Estella Webber
Started On: 05/19/2009 03:06 PM

Final Approval Date: 05/22/2009

Water/Sewer Improvements Testing Services

Raba-Kistner Consultants, Inc.
Professional Services Industries, inc.
L & G Engineering Laboratory, LLC

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: L & G Engineering Laboratory, LLC.

Date of Evaluation: _____

Evaluator's Name: David Salinas, Director of Public Facilities

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>5</u>
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Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>4</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>4</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>5</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>5</u>
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Comments/Rationale for Points: _____

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Total Score		<u>23</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
MATERIAL TESTING SERVICES**

Project Description: City of Weslaco -- Water/Sewer Improvements

Department: Hidalgo County Urban County Program

Name of Firm: L & G Engineering Laboratory, LLC

Date of Evaluation: 2/9/09

Evaluator's Name: Tony Baico

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>20</u>
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Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>23</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>19</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>24</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: _____

	Total Score	<u>96</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
MATERIAL TESTING SERVICES**

Project Description: City of Weslaco – Water/Sewer Improvements

Department: Hidalgo County Urban County Program

Name of Firm: L & G Engineering Laboratory, LLC

Date of Evaluation: 2-11-09

Evaluator's Name: Moises Salazar

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>20</u>
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Comments/Rationale for Points: well qualified team

2. Experience of Project Team	25	<u>25</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Current and past projects conducted for Hidalgo County.

3. Experience/Availability of Project Manager	20	<u>20</u>
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Comments/Rationale for Points: Has performed projects with Hidalgo County.

4. Understanding of Project	25	<u>25</u>
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Comments/Rationale for Points: Good understanding of County projects due to past experience listed

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: With current and past projects done for Hidalgo county and other governmental institutions, denotes rules and regulatory knowledge.

Total Score	<u>100</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: Raba-Kistner Consultants, Inc.

Date of Evaluation: _____

Evaluator's Name: David Salinas, Director of Public Facilities

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>5</u>
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Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>5</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>4</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>5</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>5</u>
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Comments/Rationale for Points: _____

	Total Score	<u>24</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
MATERIAL TESTING SERVICES**

Project Description: City of Weslaco – Water/Sewer Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Raba-Kistner Consultants, Inc.

Date of Evaluation: 2/9/09

Evaluator's Name: Tony Barco

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>20</u>
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Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>23</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>18</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>23</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: _____

Total Score	<u>94</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
MATERIAL TESTING SERVICES**

Project Description: City of Weslaco – Water/Sewer Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Raba-Kistner Consultants, Inc.

Date of Evaluation: 2-11-09

Evaluator's Name: Moises Salazar

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>20</u>
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Comments/Rationale for Points: Very well qualified and complete team.

2. Experience of Project Team	25	<u>25</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Has numerous experience with County's projects.

3. Experience/Availability of Project Manager	20	<u>20</u>
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Comments/Rationale for Points: Has very good experience and availability

4. Understanding of Project	25	<u>25</u>
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Comments/Rationale for Points: With as many projects done for the county, it is clear that there is a good understanding of county projects.

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: Constantly involved with application of rules and regulations.

Total Score	<u>100</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: Professional Services Industries, Inc.

Date of Evaluation: _____

Evaluator's Name: David Salinas, Director of Public Facilities

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>5</u>
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Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>5</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>5</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>5</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>5</u>
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Comments/Rationale for Points: _____

Total Score	<u>25</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
MATERIAL TESTING SERVICES**

Project Description: City of Weslaco – Water/Sewer Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Professional Services Industries, Inc.

Date of Evaluation: 2/9/09

Evaluator's Name: Tony Baico

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>19</u>
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Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>22</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>18</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>23</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: _____

	Total Score	<u>92</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
MATERIAL TESTING SERVICES**

Project Description: City of Weslaco – Water/Sewer Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Professional Services Industries, Inc.

Date of Evaluation: 2-11-09

Evaluator's Name: Moises Salazar

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>18</u>
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Comments/Rationale for Points: Good qualifications listed however the number of engineers is low.

2. Experience of Project Team	25	<u>23</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: ~~Did not list~~ Good experience, however, only one job was listed for Hld. Co.

3. Experience/Availability of Project Manager	20	<u>20</u>
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Comments/Rationale for Points: Good experience

4. Understanding of Project	25	<u>25</u>
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Comments/Rationale for Points: Familiar with governmental projects.

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: Qualified technicians and constant interaction with projects when rules and regulations are applied.

Total Score	<u>96</u>
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**Material testing - Flood drainage - Weslaco
CC REGULAR**

Date: 05/26/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Material Testing Services in connection with Hidalgo County Urban County Program Year 20 (2007) for a Flood Drainage Improvement Project in the City of Weslaco.

2. Presentation of the scoring grid of at least three (3) engineering firms from the County’s approved “pool” as graded and evaluated by the City of Weslaco, Urban County Program and Hidalgo County Purchasing Department for the purposes of ranking by CC in connection with an Urban County Program Flood Drainage Improvement Project in the City of Weslaco.

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of Material Testing Services for an Urban County Program -City of Weslaco Flood Drainage Improvement project.

BACKGROUND

The City of Weslaco, Urban County Program and the Hidalgo County Purchasing Department have evaluated and graded three firms from the County’s approved “pool”. Raba-Kistner Consultants, Inc., L&G Engineering Laboratory, LLC, and Professional Services Industries, Inc., were the three firms. The Flood Drainage Improvements Project includes testing services for the widening of drainage canals to add additional detention for storm water at Las Brisas de Oro Subdivision, located on Mile 9 North- east of FM 1015 in Weslaco. See attached grading grid for your review.

Fiscal Impact

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> Urban County funds
<u>FUNDS AVAILABLE Y/N?:</u> Yes	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

Urban County- City of Weslaco Flood Drainage funds will be utilized for this project.

Attachments

Link: [flood drainage project \(material testing\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/19/2009 03:50 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/20/2009 01:12 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Estella Webber			Started On: 05/19/2009 02:04 PM	
Final Approval Date: 05/22/2009				

Flood Drain Improvements Testing Services

Raba-Kistner Constultants, Inc.
Professional Services Industries, inc.
L & G Engineering Laboratory, LLC

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: L & G Engineering Laboratory, LLC.

Date of Evaluation: _____

Evaluator's Name: David Salinas, Director of Public Facilities

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>5</u>
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Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>4</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>4</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>5</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>5</u>
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Comments/Rationale for Points: _____

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Total Score	<u>23</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
MATERIAL TESTING SERVICES**

Project Description: City of Weslaco – Flood Drain Improvements

Department: Hidalgo County Urban County Program

Name of Firm: L & G Engineering Laboratory, LLC

Date of Evaluation: 2/9/09

Evaluator's Name: Tony Barco

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>20</u>
--	----	-----------

Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>23</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>19</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>24</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: _____

	Total Score	<u>96</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
MATERIAL TESTING SERVICES**

Project Description: City of Weslaco – Flood Drain Improvements

Department: Hidalgo County Urban County Program

Name of Firm: L & G Engineering Laboratory, LLC

Date of Evaluation: 2-10-09

Evaluator's Name: Morise Salazar

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>20</u>
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Comments/Rationale for Points: Well qualified and experienced staff

2. Experience of Project Team	25	<u>25</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Has performed numerous projects for the County

3. Experience/Availability of Project Manager	20	<u>20</u>
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Comments/Rationale for Points: Good amount of experience with governmental institutions

4. Understanding of Project	25	<u>25</u>
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Comments/Rationale for Points: Good understanding of tasks for service

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: Involved constantly on projects using and enforcing rules & regulations

Total Score	<u>100</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: Raba-Kistner Consultants, Inc.

Date of Evaluation: _____

Evaluator's Name: David Salinas, Director of Public Facilities

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>5</u>
--	----	----------

Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>5</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>4</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>5</u>
-----------------------------	----	----------

Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>5</u>
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Comments/Rationale for Points: _____

Total Score	<u>24</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
MATERIAL TESTING SERVICES**

Project Description: City of Weslaco – Flood Drain Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Raba-Kistner Consultants, Inc.

Date of Evaluation: 2/9/09

Evaluator's Name: Tony Barco

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>20</u>
Comments/Rationale for Points: _____		
2. Experience of Project Team	25	<u>23</u>
<p>*Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:</p>		
Comments/Rationale for Points: _____		
3. Experience/Availability of Project Manager	20	<u>18</u>
Comments/Rationale for Points: _____		
4. Understanding of Project	25	<u>23</u>
Comments/Rationale for Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
Comments/Rationale for Points: _____		

Total Score 94

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
MATERIAL TESTING SERVICES**

Project Description: City of Weslaco -- Flood Drain Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Raba-Kistner Consultants, Inc.

Date of Evaluation: 2-10-09

Evaluator's Name: Moises Salazar

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>20</u>
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Comments/Rationale for Points: Covers all aspects of services

2. Experience of Project Team	25	<u>25</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Numerous projects with Hidalgo County

3. Experience/Availability of Project Manager	20	<u>20</u>
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Comments/Rationale for Points: Has done good jobs for county

4. Understanding of Project	25	<u>25</u>
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Comments/Rationale for Points: Clear understanding of county's projects.

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: Constantly involved on projects when rules and regulations are implemented

Total Score	<u>100</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: Professional Services Industries, Inc.

Date of Evaluation: _____

Evaluator's Name: David Salinas, Director of Public Facilities

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>5</u>
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Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>5</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>5</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>5</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>5</u>
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Comments/Rationale for Points: _____

	Total Score	<u>25</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
MATERIAL TESTING SERVICES**

Project Description: City of Weslaco – Flood Drain Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Professional Services Industries, Inc.

Date of Evaluation: 2/9/09

Evaluator's Name: Tony Barco

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>19</u>

Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>22</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>18</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>23</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: _____

Total Score 92

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
MATERIAL TESTING SERVICES**

Project Description: City of Weslaco -- Flood Drain Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Professional Services Industries, Inc.

Date of Evaluation: 2-10-09

Evaluator's Name: Moises Salazar

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>18</u>
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Comments/Rationale for Points: Good qualified staff.

2. Experience of Project Team	25	<u>25</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Good professional experience

3. Experience/Availability of Project Manager	20	<u>20</u>
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Comments/Rationale for Points: Good experience with Hyd. Co. projects

4. Understanding of Project	25	<u>25</u>
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Comments/Rationale for Points: Understand all tasks involved for services

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: Constant interaction with rules and regulations

	Total Score	<u>98</u>
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**Engineering services - Water/Sewer proj. - Weslaco
CC REGULAR**

Date: 05/26/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services in connection with Hidalgo County Urban County Program Year 18 – 20 (2005 - 2007) for a Water/Sewer Improvement Project in the City of Weslaco.
2. Presentation of the scoring grid of at least three (3) engineering firms from the County’s approved “pool” as graded and evaluated by the City of Weslaco and Hidalgo County Purchasing Department for the purposes of ranking by CC in connection with an Urban County Program Water/Sewer Improvement Project in the City of Weslaco.
3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program -City of Weslaco Water/Sewer Improvement project.

BACKGROUND

The City of Weslaco, Urban County Program and the Hidalgo County Purchasing Department have evaluated and graded three engineering firms from the County’s approved “pool”. Cruz-Hogan Consultants, Rodriguez Engineering, and R.E. Garcia & Associates were the three firms. The Water/Sewer Improvements Project includes the upgrading of waterline and street resurfacing improvements to the alley between Nebraska and Indiana Streets from 7th Street to just south of 6th Street.

See attached grading grid for your review.

Fiscal Impact

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> Urban County funds
<u>FUNDS AVAILABLE Y/N?:</u> Yes	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

Urban County- City of Weslaco Water/Sewer Improvement funds will be utilized for this project.

Attachments

Link: [project - City of Weslaco](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/19/2009 02:32 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/20/2009 01:15 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Estella Webber Started On: 05/19/2009 01:47 PM

Final Approval Date: 05/22/2009

Water/Sewer Improvements Engineering Services

R. E. Garcia & Associates
Cruz-Hogan Consultants
Rodriguez Engineering

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: Cruz-Hogan Consultants

Date of Evaluation: _____

Evaluator's Name: David Salinas, Director of Public Facilities

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>5</u>
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Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>5</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>5</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>5</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>5</u>
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Comments/Rationale for Points: _____

Total Score	<u>25</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: City of Weslaco – Water/Sewer Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Cruz-Hogan Consultants

Date of Evaluation: 2/9/09

Evaluator's Name: Tony Barco

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>19</u>

Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>22</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>18</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>22</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: _____

Total Score 91

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: City of Weslaco – Water/Sewer Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Cruz-Hogan Consultants

Date of Evaluation: 2-11-09

Evaluator's Name: Moises Salazar

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>18</u>
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Comments/Rationale for Points: Very well qualified engineers and staff

2. Experience of Project Team	25	<u>25</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Numerous projects with governmental institutions

3. Experience/Availability of Project Manager	20	<u>20</u>
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Comments/Rationale for Points: Experience with municipalities has been stated

4. Understanding of Project	25	<u>20</u>
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Comments/Rationale for Points: Shows good understanding of county projects, although has not performed as many project for county of Hidalgo.

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: Good knowledge of governmental rules and regulations.

Total Score	<u>93</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: Rodriguez Engineering

Date of Evaluation: _____

Evaluator's Name: David Salinas, Director of Public Facilities

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>4</u>
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Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>5</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>5</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>5</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>5</u>
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Comments/Rationale for Points: _____

Total Score	<u>24</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: City of Weslaco – Water/Sewer Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Rodriguez Engineering

Date of Evaluation: 2/9/09

Evaluator's Name: Tony Barco

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>18</u>
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Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>21</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>18</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>21</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: _____

	Total Score	<u>88</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: City of Weslaco – Water/Sewer Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Rodriguez Engineering

Date of Evaluation: 2-11-09

Evaluator's Name: Moises Salazar

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>18</u>
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Comments/Rationale for Points: Qualifications have been met, however, team is not too big.

2. Experience of Project Team	25	<u>20</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Good experience stated, however number of projects listed as reference are not that many.

3. Experience/Availability of Project Manager	20	<u>20</u>
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Comments/Rationale for Points: Availability and experience of project manager is good.

4. Understanding of Project	25	<u>25</u>
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Comments/Rationale for Points: Good understanding and familiarity of county projects.

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: Good understanding of rules and regulations.

Total Score	<u>93</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: R E Garcia and Associates

Date of Evaluation: _____

Evaluator's Name: David Salinas, Director of Public Facilities

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>4</u>
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Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>5</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>5</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>4</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>5</u>
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Comments/Rationale for Points: _____

Total Score	<u>23</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: City of Weslaco – Water/Sewer Improvements

Department: Hidalgo County Urban County Program

Name of Firm: R.E.Garcia & Associates

Date of Evaluation: 2/9/09

Evaluator's Name: Tony GARCIA

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>20</u>
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Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>23</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: _____

3. Experience/Availability of Project Manager	20	<u>19</u>
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Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>23</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: _____

	Total Score	<u>95</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: City of Weslaco – Water/Sewer Improvements

Department: Hidalgo County Urban County Program

Name of Firm: R.E.Garcia & Associates

Date of Evaluation: 2-10-09

Evaluator's Name: Moises Salazar

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>15</u>
Comments/Rationale for Points: <u>Staff is is qualified.</u>		
2. Experience of Project Team	25	<u>20</u>
Note Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:		
Comments/Rationale for Points: <u>Good experience with city projects</u>		
3. Experience/Availability of Project Manager	20	<u>20</u>
Comments/Rationale for Points: <u>Good experience with drainage projects.</u>		
4. Understanding of Project	25	<u>20</u>
Comments/Rationale for Points: <u>Understands protocols for completion of projects</u>		
5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
Comments/Rationale for Points: <u>Several jobs within area and for governmental institutions.</u>		

Total Score 85

Amendment - Engineering contract (Dos Logistics)

CC REGULAR

Date: 05/26/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program requests approval of amendment #3 to the professional engineering contract with Dos Logistics, Inc., to include an additional time extension of 118 days for contract completion for the planning Services on Water/Sewer Improvements for the Delta Area Regional Water/Wastewater Treatment Plants.

BACKGROUND

Hidalgo County Commissioner’s Court approved a professional engineering contract with Dos Logistics, Inc. on March 11, 2008 in the amount of \$500,000.00. Amendment #1 was request and granted an additional 60 days was on August 19, 2008. Amendment #2 was requested and granted an additional 180 days on February 24, 2009. Amendment #3 is being requested for an additional 118 days for the completion of the planning study. There is no budget increase to the contract.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

There is no budget increase to the contract (additional time extension of 118 days for contract completion).

Attachments

Link: [letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/21/2009 07:57 AM	APRV
2	Veronica Lopez	Veronica Lopez	05/21/2009 09:14 AM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Estella Webber			Started On: 05/20/2009 03:58 PM	
Final Approval Date: 05/22/2009				

May 20, 2009

Ms. Diana Serna, Director
Hidalgo County Urban County Program
1916 Tesoro Boulevard
Pharr, Texas 78577

RE: PLANNING SERVICES & WATER/SEWER IMPROVEMENT PROJECT FOR DELTA AREA REGIONAL WATER/WASTEWATER TREATMENT PLANT: PROJECT ACCOUNT NO. 5007-91-2000/0310-5000-9100

Dear Ms. Serna:

Due to the need for continued technical assistance and monitoring of grant application submittals, Dos Logistics, Inc. (DL, Inc.) is requesting a no-cost extension of the referenced contract, to be made effective June 5, 2009 – and expire on September 30, 2009.

As you know, DL, Inc. was contracted through the Hidalgo County Urban County Program, to provide planning and project development assistance for the above referenced project for the Precinct 1 Cities of Elsa, Edcouch, and La Villa - which in part, includes grant funding research and application development assistance.

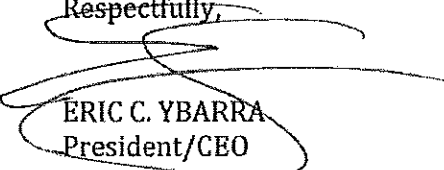
There are currently two major funding applications pending for projects related to this program through the *Texas Water Development Board (TWDB) Economically Distressed Areas Program (EDAP)* and through the *United States Department of Agriculture Office of Rural and Community Affairs*. The funding applications include grant assistance for Planning, Acquisition, Design, and Construction for water and wastewater upgrades.

Officials at the target communities feel it is important that DL, Inc. continue to be available to advocate for these projects and to ensure all eligibility and technical information required is submitted as the process for funding review evolves. This will ensure the Cities have the best possible chance for realizing these improvement projects through full construction.

DL, Inc. is currently 95% complete with all required scope and deliverables associated with our contract. Please also be advised that this request will not change the contractual agreement between the Hidalgo County Urban County Program and DL, Inc. as well as other general responsibilities of our firm for this project.

Thank you for your attention and please do not hesitate to contact me at 956-797-4601 or via email at ericbarra@doslogistics.com if you have any questions or require additional information.

Respectfully,


ERIC C. YBARRA
President/CEO

AI-15628

15.J.

Status report - Dos Logistics (Pct. #1) Water/Sewer Imp.
CC REGULAR

Date: 05/26/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Presentation of monthly status report by Dos Logistics, Inc. on the development of an Environmental Information Study and a Preliminary Engineering Report in connection with Pct. #1 Water / Sewer Improvement and Planning Activity.

BACKGROUND

As required by contract.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

No fiscal impact. Presentation of monthly status report.

Attachments

Link: [status monthly report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/21/2009 07:57 AM	APRV
2	Veronica Lopez	Veronica Lopez	05/21/2009 09:09 AM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Estella Webber			Started On: 05/20/2009 03:52 PM	
Final Approval Date: 05/22/2009				

March 2009-
April 2009

Delta Area Regional Water/Wastewater Treatment Plant



Monthly Update Report

Project No.: 5007-91-2000-0310-5000-9100

DL, INC.
DOS LOGISTICS, INC.

**Monthly Summary of Work
Delta Area Regional Water/Wastewater Treatment Plant
(Elsa, Edcouch, and La Villa)
Update Report**

Dos Logistics, Inc. (DL, Inc.) has compiled a summary of its work on the Delta Area Regional Water/Wastewater Treatment Plant planning services project. Comprehensive project reports and support material as they relate to respective scope items outlined in the contract are provided herein, as well as other support materials that further highlight progress and project development.

The following is a summary of the current activities, research, and analytical findings in accordance with the scope of services for the Environmental Review documents; technical evaluations and QA/QC analysis of Facility Plans; Grant/Funding Research and Submittals; and other related project correspondence.

Preliminary Engineering Report

DL, Inc. reported preliminary data for the Municipal Water Use report for Calendar Years ending 2006, 2007, and 2008 for the City of Edcouch in accordance with the Texas Water Development Board water use survey standard format. The water use report is required by the TWDB in order for the City to qualify for any funding from the State – as these records need to be updated on a yearly basis. Additional data is needed from the City in order to finalize the water usage reports for submittal of funding applications. DL, Inc. is coordinating with the City of Edcouch Water and Wastewater Director, Mr. Pete Martinez, in order to obtain the required data. DL, Inc. engineers, including Mr. Hugo P. Gonzalez, P.E., along with Mr. Bhaskar Patel, P.E., Sanitation Engineer and Mr. Paul Vazaldua, Project Consultant, met with City officials on April 24, 2009, in order to discuss the issue and to directly tour the water and wastewater facilities in Edcouch.

SUPPORT MATERIAL SUBMITTED: EXHIBIT 1

- A. City of Edcouch Water Use Surveys – 2006, 2007, 2008
- B. Tour of Edcouch Water and Wastewater Facilities, April 24, 2009

Project Management and Coordination

Funding Strategy

As part of our funding coordination strategy, DL, Inc. completed preliminary application to the USDA Rural Development Program, which includes a compilation of required information from the City of Edcouch, such as the City's financial audit and government structure, as part of USDA's standard process to determine project eligibility under this program. As part of the preliminary application to USDA, DL, Inc. will submit the final Environmental Information Documents (EID) in order for USDA to officially certify the reports. This is an important step in the process as designation of the EID report as an official document will then allow the City to submit funding applications to both the TWDB and USDA and also categorizes the project on a higher priority for funding. The State has

State deem the systems as a health and public safety hazard, the City may qualify for 100% funding.

Utility Rate Study

DL, Inc. has collected and analyzed all the raw data needed for the Edcouch Utility Rate Study, including the City's financial reports and number of customers served. DL, Inc. project staff also consulted with State officials from TCEQ and the Texas Attorney General (AG) office regarding the study they recommended we obtain a copy of rate study conducted by the State receiver two years ago to compare the data. The Texas AG also advised us to take careful consideration of our recommendation of rates to the City as it will be critical to ensuring to City is able to properly maintain and operate the water and wastewater facilities.

TCEQ Compliance Issues

DL, Inc. project staff worked with the City of Edcouch in coordinating a meeting with the Texas AG for discussion of fees and penalties ordered by the State for treatment facility non-compliance. The State had previously filed a law suit against the City for over \$1 million. The entire City Council, along with Mr. Paul Vazaldua and Tony Barco of the Hidalgo County Urban County Program, met via teleconference with Texas AG officials. The major outcome of the meeting is that the City was able to negotiate a payment plan within a realistic timeframe, allowing for less than \$175,000 to be paid in fees and minimizing the financial burden on the City and giving them time to consider funding alternatives. DL, Inc. continues to monitor the final cost estimates prepared by Guzman and Munoz on the *final agreed order* compliance improvements as ordered by the Texas AG. DL, Inc. is also tracking the placement of the final order by the State on the Texas Register – as the schedule of improvements will not officially commence until the order is placed on the register. This is important as DL, Inc. is assisting the City of Edcouch develop a funding strategy for addressing these required improvements.

Project Status Updates

On April 21, 2009, DL, Inc. delivered a status report to the City of Edcouch to discuss items relative to grant applications and funding, progress of the Utility Rate Study, and TCEQ compliance issues. DL, Inc. reported the completion of pre-application requirements for USDA and provided information as to the process and next-steps for qualifying for funding. An overview of the TWDB requirements for completing water usage reports for the last 3 years was also discussed, and a meeting with City public works staff was requested for compilation of that data. The City was also commended on their successful meeting with the Texas AG in which they were able to negotiate a payment plan with realistic timelines for completing improvements of their wastewater facility as required by the State's final agreed order.

Coordination for Media Announcements

DL, Inc. program staff prepared a press release on behalf of the City of Edcouch regarding the City's successful efforts to negotiate a payment plan with the Texas AG on the fees and penalties imposed by the State. The announcement was published on March 18, 2009, on the Delta News.

SUPPORT MATERIAL SUBMITTED: EXHIBIT 2

- A. Press Release – March 18, 2009

EXHIBIT 1

TEXAS WATER DEVELOPMENT BOARD

Municipal Water Use Survey For The Calendar Year Ending December 31, 2006
Answer Sheet

PLEASE ENTER YOUR TWDB CODE HERE

To ensure proper check-in of your survey,
City of Edcouch Water Treatment Plant
Adkins Ave., Edcouch, Texas 78538

Please correct address information as needed.

TCEQ PWS code _____

A. GROUNDWATER INTAKE

A1. Active Wells	0
A2. Inactive/Operable	0
A3. Counties/Wells	
A4. Aquifer(s)	

A5. Source Type	Source 1 SG or PG	Source 2 SG or PG	Source 3 SG or PG	Source 4 SG or PG
A6. Supplier				
A7. Jan	gal.	gal.	gal.	gal.
Feb	gal.	gal.	gal.	gal.
Mar	gal.	gal.	gal.	gal.
Apr	gal.	gal.	gal.	gal.
May	gal.	gal.	gal.	gal.
June	gal.	gal.	gal.	gal.
July	gal.	gal.	gal.	gal.
Aug	gal.	gal.	gal.	gal.
Sep	gal.	gal.	gal.	gal.
Oct	gal.	gal.	gal.	gal.
Nov	gal.	gal.	gal.	gal.
Dec	gal.	gal.	gal.	gal.
Total	gal.	gal.	gal.	gal.
A8. % Treated	%	%	%	%
A9. Metered/Estimated	M or E	M or E	M or E	M or E

A10. SG Total _____ gallons
A11. PG Total _____ gallons

B. SURFACE WATER INTAKE

B1. Source Type	Source 1 PS	Source 2 SS or PS	Source 3 SS or PS	Source 4 SS or PS
B2. Supplier/Source	Rio Grande River HCCID # 9			
B3. WR #				
B4. Conveyed				
B5. County(ies)	Hidalgo			
B6. Jan	7,500,000	gal.	gal.	gal.
Feb	8,000,000	gal.	gal.	gal.
Mar	9,300,000	gal.	gal.	gal.
Apr	9,500,000	gal.	gal.	gal.
May	10,100,000	gal.	gal.	gal.
Jun	10,249,000	gal.	gal.	gal.
Jul	10,249,000	gal.	gal.	gal.
Aug	9,645,100	gal.	gal.	gal.
Sep	7,000,000	gal.	gal.	gal.
Oct	7,000,000	gal.	gal.	gal.
Nov	7,100,000	gal.	gal.	gal.
Dec	10,206,800	gal.	gal.	gal.
Total	105,849,900	gal.	gal.	gal.
B7. % Treated	100%	%	%	%
B8. Metered/Estimated	M*	M or E	M or E	M or E

M* - Metered from January to June. Estimated for rest of the year- meter malfunction

B9. SS Total _____ gallons
B10. PS Total 105,849,900 gallons

C. WATER SALES

	Buyer 1	Buyer 2	Buyer 3	Buyer 4
C1. Buyer				
C2. Quantity	gal.	gal.	gal.	gal.
C3. Treatment	R or T or B	R or T or B	R or T or B	R or T or B
C4. County				

D. WATER SYSTEM INFORMATION:

D1. TCEQ PWS code	(see field after survey address on page 1)
D2. Res. Population	3,297
D3. Service Conn.	891
D4. S-F Conn.	739
D5. M-F Units	26
D6. Comm./Inst. Conn.	13
D7. Industrial Conn.	0
D8. Other Conn.	0
D9. % Conn. Metered	%

	City 1	City 2	City 3	City 4
D10. City				
D11. Connections				

	County 1	County 2	County 3	County 4
D12. County				
D13. Connections				

D14. - D17.	D14. Single-Family Residential	D15. Multi-Family Residential	D16. Commercial/ Institutional	D17. Industrial
Jan	4,303,120	559,100	789,000	gal.
Feb	4,374,160	612,100	789,000	gal.
Mar	4,887,440	800,200	654,000	gal.
Apr	5,204,520	906,200	861,000	gal.
May	5,138,780	976,000	1,152,000	gal.
June	4,892,100	703,900	928,500	gal.
July	5,645,980	1,007,700	907,500	gal.
Aug	5,447,700	870,000	793,500	gal.
Sep	5,481,300	605,000	861,000	gal.
Oct	5,351,200	578,500	726,000	gal.
Nov	4,498,820	588,200	591,000	gal.
Dec	5,440,700	687,100	721,000	gal.
Total	60,665,820	8,894,000	9,773,500	gal.

D18. Total Metered	79,333,320	gallons
D19. Total Unmetered	3,000,000	gallons
D20. Total Water Loss	23,516,580	gallons
D21. Water Restrictions	0	days
D22. Primary Use		

E. REUSE (DIRECT & INDIRECT) / SALINE WATER USE

E1. Direct Reuse	Y or N
E2. Total Direct Reuse	gallons
E3. % Industrial	%
E4. % Landscape	%
E5. % Agricultural	%
E6. % Other	%
E7. Indirect Reuse	Y or N
E8. Total Indirect Reuse	gallons
E9. Saline Water	Y or N
E10. Total Saline Water	gallons
E11. Saline Water TDS	TDS (ppm)

F. COMMENTS AND CONTACT INFORMATION

F1. Comments	Pumped water records show the flow meter was not functional during months of Jan-May 06 and Sept-Nov 06 For these months flows have been estimated. Population projections for 2006 based on 3.7 persons/household (Brown & Caldwell Facility Plan 2007). Single family/multiple family/Commercial use are estimates. No data available. Unmetered flows assumed based on flushing and filter backwash etc.
F2. Name	
F3. Title	
F4. Phone	
F5. Email Address	
F6. General Email	
F7. Date	

TEXAS WATER DEVELOPMENT BOARD

**Municipal Water Use Survey For The Calendar Year Ending December 31, 2007
Answer Sheet**

PLEASE ENTER YOUR TWDB CODE HERE

To ensure proper check-in of your survey,
City of Edcouch Water Treatment Plant
Adkins Ave., Edcouch, Texas 78538

Please correct address information as needed.

TCEQ PWS code _____

A. GROUNDWATER INTAKE

A1. Active Wells	0
A2. Inactive/Operable	0
A3. Counties/Wells	
A4. Aquifer(s)	

A5. Source Type	Source 1 SG or PG	Source 2 SG or PG	Source 3 SG or PG	Source 4 SG or PG
A6. Supplier				
A7. Jan	gal.	gal.	gal.	gal.
Feb	gal.	gal.	gal.	gal.
Mar	gal.	gal.	gal.	gal.
Apr	gal.	gal.	gal.	gal.
May	gal.	gal.	gal.	gal.
June	gal.	gal.	gal.	gal.
July	gal.	gal.	gal.	gal.
Aug	gal.	gal.	gal.	gal.
Sep	gal.	gal.	gal.	gal.
Oct	gal.	gal.	gal.	gal.
Nov	gal.	gal.	gal.	gal.
Dec	gal.	gal.	gal.	gal.
Total	gal.	gal.	gal.	gal.
A8. % Treated	%	%	%	%
A9. Metered/Estimated	M or E	M or E	M or E	M or E
A10. SG Total	gallons			
A11. PG Total	gallons			

B. SURFACE WATER INTAKE

B1. Source Type	Source 1 PS	Source 2 SS or PS	Source 3 SS or PS	Source 4 SS or PS
B2. Supplier/Source	Rio Grande River HCCID # 9			
B3. WR #				
B4. Conveyed				
B5. County(ies)	Hidalgo			
B6. Jan	7,595,100	gal.	gal.	gal.
Feb	6,095,000	gal.	gal.	gal.
Mar	7,798,400	gal.	gal.	gal.
Apr	6,897,000	gal.	gal.	gal.
May	8,010,600	gal.	gal.	gal.
Jun	9,288,100	gal.	gal.	gal.
Jul	7,246,000	gal.	gal.	gal.
Aug	7,770,300	gal.	gal.	gal.
Sep	8,380,800	gal.	gal.	gal.
Oct	7,508,400	gal.	gal.	gal.
Nov	8,466,000	gal.	gal.	gal.
Dec	8,046,000	gal.	gal.	gal.
Total	93,101,700	gal.	gal.	gal.
B7. % Treated	100%	%	%	%
B8. Metered/Estimated	M*	M or E	M or E	M or E
M* - Metered from January to June. Estimated for rest of the year- meter malfunction				
B9. SS Total	gallons			
B10. PS Total	93,101,700 gallons			

C. WATER SALES

C1. Buyer	Buyer 1	Buyer 2	Buyer 3	Buyer 4
C2. Quantity	gal.	gal.	gal.	gal.
C3. Treatment	R or T or B	R or T or B	R or T or B	R or T or B
C4. County				



D. WATER SYSTEM INFORMATION:

D1.	TCEQ PWS code	(see field after survey address on page 1)
D2.	Res. Population	3,352
D3.	Service Conn.	906
D4.	S-F Conn.	843
D5.	M-F Units	20
D6.	Comm./Inst. Conn.	13
D7.	Industrial Conn.	0
D8.	Other Conn.	0
D9.	% Conn. Metered	%

	City 1	City 2	City 3	City 4
D10.	City			
D11.	Connections			

	County 1	County 2	County 3	County 4
D12.	County			
D13.	Connections			

D14. - D17.	D14. Single-Family Residential	D15. Multi-Family Residential	D16. Commercial/ Institutional	D17. Industrial
Jan	4,509,880	503,500	534,000	gal.
Feb	4,792,210	300,500	554,000	gal.
Mar	5,324,660	265,000	640,000	gal.
Apr	5,561,890	550,000	838,000	gal.
May	5,626,840	728,500	1,358,000	gal.
June	6,122,990	662,000	1,154,000	gal.
July	5,209,650	453,500	778,000	gal.
Aug	5,070,930	626,500	706,000	gal.
Sep	5,532,230	860,500	772,000	gal.
Oct	4,902,410	493,500	752,000	gal.
Nov	5,328,540	774,000	818,000	gal.
Dec	5,455,730	499,000	844,000	gal.
Total	63,437,960	6,716,500	9,748,000	gal.

D18.	Total Metered	79,902,460 gallons
D19.	Total Unmetered	3,000,000 gallons
D20.	Total Water Loss	10,199,240 gallons
D21.	Water Restrictions	0 days
D22.	Primary Use	

E. REUSE (DIRECT & INDIRECT) / SALINE WATER USE

E1.	Direct Reuse	Y or N
E2.	Total Direct Reuse	gallons
E3.	% Industrial	%
E4.	% Landscape	%
E5.	% Agricultural	%
E6.	% Other	%
E7.	Indirect Reuse	Y or N
E8.	Total Indirect Reuse	gallons
E9.	Saline Water	Y or N
E10.	Total Saline Water	gallons
E11.	Saline Water TDS	TDS (ppm)

F. COMMENTS AND CONTACT INFORMATION

F1.	Comments	Population projections for 2007 based on 3.7 persons/household(Brown & Caldwell Facility Plan 2007) Single family/multiple family/commercial water usage are estimates depending on meter size. No Industrial connections assumed. The unmeterer flows are estimates for filter backwash and hydrant flushing.
F2.	Name	
F3.	Title	
F4.	Phone	
F5.	Email Address	
F6.	General Email	
F7.	Date	

TEXAS WATER DEVELOPMENT BOARD

**Municipal Water Use Survey For The Calendar Year Ending December 31, 2008
Answer Sheet**

PLEASE ENTER YOUR TWDB CODE HERE

To ensure proper check-in of your survey,

City of Edcouch Water Treatment Plant
Adkins Ave., Edcouch, Texas 78538

Please correct address information as needed.

TCEQ PWS code _____

A. GROUNDWATER INTAKE

A1. Active Wells	0
A2. Inactive/Operable	0
A3. Counties/Wells	
A4. Aquifer(s)	

A5. Source Type	Source 1 SG or PG	Source 2 SG or PG	Source 3 SG or PG	Source 4 SG or PG
A6. Supplier				
A7. Jan	gal.	gal.	gal.	gal.
Feb	gal.	gal.	gal.	gal.
Mar	gal.	gal.	gal.	gal.
Apr	gal.	gal.	gal.	gal.
May	gal.	gal.	gal.	gal.
June	gal.	gal.	gal.	gal.
July	gal.	gal.	gal.	gal.
Aug	gal.	gal.	gal.	gal.
Sep	gal.	gal.	gal.	gal.
Oct	gal.	gal.	gal.	gal.
Nov	gal.	gal.	gal.	gal.
Dec	gal.	gal.	gal.	gal.
Total	gal.	gal.	gal.	gal.
A8. % Treated	%	%	%	%
A9. Metered/Estimated	M or E	M or E	M or E	M or E
A10. SG Total	gallons			
A11. PG Total	gallons			

B. SURFACE WATER INTAKE

B1. Source Type	Source 1 PS	Source 2 SS or PS	Source 3 SS or PS	Source 4 SS or PS
B2. Supplier/Source	Rio Grande River HCCID # 9			
B3. WR #				
B4. Conveyed				
B5. County(ies)	Hidalgo			
B6. Jan	7,458,000	gal.	gal.	gal.
Feb	8,051,000	gal.	gal.	gal.
Mar	9,251,000	gal.	gal.	gal.
Apr	9,450,000	gal.	gal.	gal.
May	10,399,000	gal.	gal.	gal.
Jun	10,449,000	gal.	gal.	gal.
Jul	9,200,000	gal.	gal.	gal.
Aug	7,200,000	gal.	gal.	gal.
Sep	6,930,000	gal.	gal.	gal.
Oct	6,900,000	gal.	gal.	gal.
Nov	6,910,000	gal.	gal.	gal.
Dec	7,820,000	gal.	gal.	gal.
Total	100,018,000	gal.	gal.	gal.
B7. % Treated	100%	%	%	%
B8. Metered/Estimated	M*	M or E	M or E	M or E
M* - Metered from Januray to June. Estimated for rest of the year- meter malfunction				
B9. SS Total	gallons			
B10. PS Total	100,018,000 gallons			

C. WATER SALES

C1. Buyer	Buyer 1	Buyer 2	Buyer 3	Buyer 4
C2. Quantity	gal.	gal.	gal.	gal.
C3. Treatment	R or T or B	R or T or B	R or T or B	R or T or B
C4. County				

D. WATER SYSTEM INFORMATION:

D1.	TCEQ PWS code	(see field after survey address on page 1)
D2.	Res. Population	3,293
D3.	Service Conn.	890
D4.	S-F Conn.	832
D5.	M-F Units	21
D6.	Comm./Inst. Conn.	12
D7.	Industrial Conn.	0
D8.	Other Conn.	0
D9.	% Conn. Metered	

	City 1	City 2	City 3	City 4
D10.	City			
D11.	Connections			

	County 1	County 2	County 3	County 4
D12.	County			
D13.	Connections			

D14. - D17.	D14. Single-Family Residential	D15. Multi-Family Residential	D16. Commercial/ Institutional	D17. Industrial
Jan	5,017,680	351,500	704,000	gal.
Feb	5,347,010	514,500	612,000	gal.
Mar	5,999,810	768,500	704,000	gal.
Apr	5,911,850	1,053,500	864,000	gal.
May	6,457,890	982,500	1,294,000	gal.
June	5,971,820	606,500	932,000	gal.
July	6,005,570	606,500	932,000	gal.
Aug	4,946,310	631,000	454,000	gal.
Sep	4,579,030	290,500	658,000	gal.
Oct	4,471,620	275,000	750,000	gal.
Nov	5,215,720	550,000	590,000	gal.
Dec	4,647,860	269,500	590,000	gal.
Total	64,572,170	6,899,500	9,084,000	gal.

D18.	Total Metered	80,555,670 gallons
D19.	Total Unmetered	3,000,000 gallons
D20.	Total Water Loss	16,462,330 gallons
D21.	Water Restrictions	0 days
D22.	Primary Use	

E. REUSE (DIRECT & INDIRECT) / SALINE WATER USE

E1.	Direct Reuse	Y or N
E2.	Total Direct Reuse	gallons
E3.	% Industrial	%
E4.	% Landscape	%
E5.	% Agricultural	%
E6.	% Other	%
E7.	Indirect Reuse	Y or N
E8.	Total Indirect Reuse	gallons
E9.	Saline Water	Y or N
E10.	Total Saline Water	gallons
E11.	Saline Water TDS	TDS (ppm)

F. COMMENTS AND CONTACT INFORMATION

F1.	Comments	Pumped water records show the flow meter was not functional during months of July-Dec. 08 For these months flows have been estimated. Population projections for 2008 based on 3.7 persons/household (Brown & Caldwell Facility Plan 2007). Single family/multiple family/ commercial water usage are estimates. No data were available. Unmetered flows based on flushing & filter backwash
F2.	Name	
F3.	Title	
F4.	Phone	
F5.	Email Address	
F6.	General Email	
F7.	Date	

Site Visit of City of Edcouch Water and Wastewater Treatment Facilities
April 24, 2009

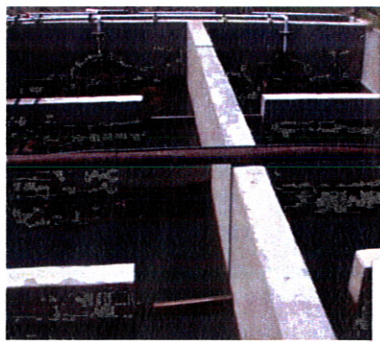


EXHIBIT 2

For Immediate Release: March 18, 2009

For More Information Contact:

Paul M. Vazaldua , Jr. – Vazaldua and Associates

(956) 451-6775

EDCOUCH LEADERS BATTLE TEXAS ATTORNEY GENERAL

Water and Waste Water Issues Still a Primary Concern for the Rural South Texas City. Over \$18 Million sought in grant funds.

Austin – Last week elected officials from the City of Edcouch swarmed into a meeting with the Texas State Attorney General who had filed a law suit against the City for over one million dollars. The Cities Mayor Pro-Tem Eddie Gonzalez had become vocal in the last two months not accepting the settlement requirements the state of Texas had set forth on the City of Edcouch. "I am not willing to accept the terms of this settlement if I know that the City cannot meet the obligations, I am demanding a meeting with the Texas Attorney General's Office and this council," said Eddie Gonzalez, Mayor Pro-Tem at last month's city council.

During the meeting last week in Austin the City was able to agree to terms of the settlement with the Texas Attorney General, allowing for less than \$175,000.00 to be paid in fees. The City was also able to negotiate a payment plan for those fees over the next three years. "I felt that we had to plea to the state, beg if I had to, so that the residents of Edcouch not get punished for something that was mismanaged in the past.

At the meeting Sara Urtlye, Assistant Attorney General applauded the City for hiring Paul M.Vazaldua, Jr. of Vazaldua and Associates who has worked with the Texas Attorney General in similar matters and completed them with great success. "What the state wants to know is does the city have a plan to keep corrected measures in place and will they do what they say they are going to do. We expressed to them that the City of Edcouch most defeniately has a plan and we are confident that the City will stick to that plan." Vazaldua said. Currently, the City of Edcouch has completed feasibility studies, preliminary engineering reports, and environmental information documents which are required to obtain state and federal funding for water and waste water improvements. "We are so proud of the City of Edcouch who has taken 100% advantage of a program put together by Commissioner Sylvia Handy for the city to stop band aid approaches to the repairs of the water and waste water system but instead, put all the needs in writing so that we can ask the state and the federal government for millions of dollars in grant funds." Vazaldua said.

Mayor Pro-Tern Eddie Gonzalez expressed that the City of Edcouch recently approved a grant submittals to the BECC, USDA, and the Texas Water Development Board. "We are looking at over \$18 million dollars in improvements to the Cities water and waste water system

AI-15658
Resolution
CC REGULAR

16.A.

Date: 05/26/2009
Submitted By: Mari Gutierrez, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Approval of Resolution regarding SCAAP funding

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
*pending attachment-resolution

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
*pending attachment of resolution

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	05/22/2009 01:15 PM	APRV
2	Roland Garcia	Rolando Garcia	05/22/2009 04:25 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Mari Gutierrez
Started On: 05/22/2009 12:26 PM
Final Approval Date: 05/22/2009

AI-15650

16.B.

**Proclamation Honoring County Clerk's Office
CC REGULAR**

Date: 05/26/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Approval of Proclamation honoring the Hidalgo County Clerk's Office - Collections Department for the Excellence in Service Award.

BACKGROUND

Proclamation will be presented during CC meeting.

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	Rosie Cantu	05/22/2009 09:47 AM	APRV
2	Ivan Cantu	Ivan Cantu	05/22/2009 11:20 AM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Erika Reyna
Started On: 05/22/2009 09:31 AM
Final Approval Date: 05/22/2009

AI-15494
EECBG
CC REGULAR

16.C.

Date: 05/26/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Presentation, discussion, and possible action regarding Energy Efficiency and Conservation Block Grant.

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	Ivan Cantu	05/14/2009 11:19 AM	APRV
2	Roland Garcia	Rolando Garcia	05/15/2009 01:18 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Erika Reyna
Started On: 05/14/2009 10:35 AM

Final Approval Date: 05/22/2009

AI-15617

16.D.

**Local Government Certification Form
CC REGULAR**

Date: 05/26/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Authorization for County Judge J.D. Salinas III to sign Local Government Certification Form for the Advocacy Resource Center for Housing (ARCH) project application to be submitted to the Texas Department of Housing and Community Affairs.

BACKGROUND

The application is for the Homelessness Prevention and Rapid Re-Housing Program

Fiscal Impact

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

Attachments

Link: [Form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/20/2009 01:01 PM	APRV
2	Roland Garcia	Rolando Garcia	05/21/2009 10:32 AM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Erika Reyna			Started On: 05/20/2009 11:01 AM	
Final Approval Date: 05/22/2009				

Homelessness Prevention and Rapid Re-Housing Program

**LOCAL GOVERNMENT CERTIFICATION FORM
FOR PRIVATE NONPROFIT ORGANIZATIONS***

I, _____,
(Type Name)

duly authorized to act on behalf of _____,
(City or County)

hereby approve the Homelessness Prevention and Rapid Re-Housing Program project application submitted to the Texas Department of Housing and Community Affairs by:

(Name of Private Nonprofit Organization)

and certify that the application activities are to be located in the city or county named above.

(Signature)

(Title)

(Date)

* The State of Texas will distribute HPRP funds to private nonprofit organizations only if the unit of general local government (any city or county) in which the proposed activities are to be located certifies that it approves the project.

AI-15616
81st Legislative Session
CC REGULAR

16.E.

Date: 05/26/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Discussion and possible action regarding Hidalgo County's Legislative Program for the 81st Session of the Texas Legislature.

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	05/20/2009 01:00 PM	APRV
2	Roland Garcia	Rolando Garcia	05/20/2009 04:23 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Erika Reyna
Started On: 05/20/2009 10:43 AM

Final Approval Date: 05/22/2009

**Workforce Partnership Agreement
CC REGULAR**

Date: 05/26/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

1. Discussion, consideration, and approval of Interlocal Cooperation Agreement and Worksite Agreement between Hidalgo County and Texas Workforce Solutions.
2. Discussion, consideration, and approval of Interlocal Cooperation Agreements between Hidalgo County, Texas Workforce Solutions, and various cities.

BACKGROUND

Fiscal Impact

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

Attachments

Link: [Worksite Agreement](#)
Link: [Interlocal Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/20/2009 11:52 AM	APRV
2	Roland Garcia	Rolando Garcia	05/21/2009 10:36 AM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Erika Reyna			Started On: 05/20/2009 10:17 AM	
Final Approval Date: 05/22/2009				

INTERLOCAL WORKSITE AGREEMENT

Between the WORKFORCE SOLUTIONS

This work site agreement shall begin upon signing and end on September 30 2010. Workforce Solutions, managed by Arbor E&T, LLC and _____ whose address is _____, hereinafter referred to as the Entity, agree to the following terms of this Agreement to be funded from Workforce Investment Act and Wagner Peyser Act funding in the American Recovery and Reinvestment Act of 2009.

The primary purpose of this Agreement is to identify and establish temporary jobs to assist in increasing the work readiness of participants.

Workforce Solutions will contract with (*Arbor E&T LLC*) to provide the direct services and be employer-of-record for participants covered under this agreement.

1. Program Overview:

This program shall consist of temporary work, wherein a participant referred by Workforce Solutions to the Entity is given job functions to perform under the guidance and supervision of the Entity in accordance with the job description attached hereto. It is understood by Workforce Solutions and the Entity that no legal employer-employee relationship is created or exists between the Entity and the participant. In agreeing to provide direction and supervision of the participant, the Entity understands that this does not make Workforce Solutions or its designee liable to the Entity or any third party by reason of any future act or failure to act by any participant on or off the job.

2. Limitations on participation

The Entity understands and agrees that no participant shall begin work until this Agreement is executed by the Entity and Workforce Solutions. Eligible individual Youth workers may not work in temporary jobs under this grant past September 30, 2009. These limitations apply to individuals and not specific jobs. Arbor E&T will track the participant's hours and wages.

3. Recruitment and Selection

Recruitment and eligibility determinations will be the responsibility of Workforce Solutions. Individuals determined to be eligible for this program will be referred to the Worksite by Workforce Solutions.

4. Responsibilities of Entity

The following are responsibilities of the Entity. The Entity accepts and agrees that it shall:

- A. direct and supervise participants work activities in accordance with their job description(s), which is hereby incorporated by reference and made a part of this Agreement.
- B. assure that it will have supervisory personnel who will act as work site supervisors for each of

- the Entity's work sites so as to provide for continuous on-site supervision of participants.
- C. assign worthwhile and meaningful work to participants during the entire time they are at the worksite.
- D. require participants' conformance with the Entity's Personnel Rules of Conduct.
- E. orient and train their work site Supervisory personnel including any alternate staff directly responsible for the supervision of participants as to the Entity's responsibilities and obligations under this Agreement.
- F. notify Workforce Solutions immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participant(s).
- G. be accountable for maintaining (*Staffing agency*) participant time sheets by keeping accurate work time attendance rosters, supervising the proper completion and signing of time sheets by each participant, certifying and signing participant time sheets if all the prior requirements are met, and submitting these timesheets to Workforce Solutions as instructed.
- H. ensure that all sites where participants will be assigned are sanitary and safe environments in accordance with health and safety standards established by State and Federal law.
- I. ensure that all required safety supplies and equipment are used in the proper manner for the intended use.
- J. conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.

- K. have an inclement weather plan for any approved positions that are required to work out of doors to ensure that alternative tasks can be performed inside during inclement weather.
- L. inform (Staffing agency) and Workforce Solutions immediately should an accident or injury occur at the job site affecting or involving a participant and require the participant to complete a first report of injury form.
- M. notify Workforce Solutions by telephone of any problem or concern regarding a participant's performance at a work site as soon as possible, but at least within 24 hours of when the problem is identified.
- N. not discriminate against any participant or potential participant because of race, color, religion, sex, national origin or disability.
- O. ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.
- P. ensure that the following general conditions for temporary jobs shall be complied with:
 - 1) participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, etc. as other employees;
 - 2) there shall be no displacement of regular employees nor replacement of laid-off workers by the temporary job participant(s); and
 - 3) there shall be no infringement of promotional opportunities for regular employees.
- Q. not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of Workforce Solutions.
- R. implement administrative controls to ensure that costs for wages and other costs that the Workforce Solutions is responsible for paying are not being paid by other federal, state, or local programs to eliminate the possibility of a duplication of funding.
- S. maintain all records and files pertaining to the operation of this Agreement and any amendment hereto for three (3) years following expiration of this Agreement. Records and files shall include, but not be limited to, time and attendance sheets, supervisor assignments, this Agreement, etc.
- T. will immediately advise Workforce Solution in writing of any actions, suits, claims or grievances filed against the Entity, Workforce Solutions, State of Texas, federal officials or

participants that in any way relates to this Agreement.

5. Responsibilities of Workforce Solutions

Workforce Solutions, or its designee (Arbor E&T LLC), accepts and agrees that it shall

- A. assist the job site supervisor in resolving any problems concerning the participants' performance on the job by responding to the Entity's notice.
- B. hear all grievances concerning program participant's performance at the job site.
- C. provide counseling and supportive services to participants as the need is identified.
- D. be responsible for distributing participant paychecks dependent on Entity's timely submission of properly certified time sheets.
- E. be responsible for contracting with a third party to act as employer of record. This employer of record shall employ the participants, pay participant wages for all actual hours worked, and provide Workers' Compensation coverage for all participants.

6. Entity Monitoring and Reporting

Entity must determine and ensure that all temporary workers at all worksites are only performing agreed-related work activities. The Entity shall notify Workforce Solutions of any changes to the required work hours, job description, and/or if the work has been completed and the job needs to be ended.

7. Workforce Solutions Monitoring

The Entity shall allow Workforce, the Governor of the State of Texas, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) to visit the Entity's work sites, monitor the program, report problems, require corrective action within specified time periods or remove participants from work sites without prior notice other than a written notification to be delivered to the Entity at the time of the removal. This action may be taken when Workforce Solutions, the Governor of the State of Texas, or DOL finds serious or continual violations of rules or laws, where violations are not being remedied, or where Workforce Solutions, the Governor of the State of Texas or DOL find noncompliance on any of the terms or conditions under this Agreement.

8. Prohibited Activities

- A. **Sectarian Activities:** The Entity assures that participants will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.
- B. **Collective Bargaining And Union Activities:** The Entity assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the

Entity and other parties, nor will this agreement assist, promote or deter union organization.

- C. **Lobbying And Political Activities:** The Entity assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.
- D. **Displacement:** Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the displacement of full time employees from their employment.

9. Hold Harmless

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

10. Changes to the Agreement

There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.

Requests for interpretations of the Agreement provisions shall be directed to the Employer on Record and must be in writing. No interpretations shall be official or binding upon the Worksite Employer unless it is received in written form.

11. Termination

This Agreement may be terminated as follows:

- A. Workforce Solutions or the Entity may terminate the Agreement for convenience upon ten- (10) calendar day prior written notice to the other party.
- B. Workforce Solutions may terminate this Agreement in whole or in part at any time if it is determined that:
 - 1) the Entity has failed to comply with any of the provisions contained in this Agreement or any Amendment hereto;
 - 2) the Entity fails to perform in whole or in part under this Agreement or fails to take corrective action after receiving oral or written requests to do so within an appropriate time period as may be stipulated by Workforce Solutions; or
 - 3) the United States Department of Labor or State of Texas fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.

12. Notice

Other than as provided herein, notice shall be required to be given to Workforce Solutions under this Agreement, and shall be sufficient when hand delivered or mailed to Workforce Solutions at its office at 3101 W. Business 83 McAllen, TX 78501. All notices required to be given to the Entity under this Agreement shall be sufficient when hand delivered or mailed to the Entity at its office located at the address identified in paragraph one, page one of this Agreement.

13. Controlling Laws

This agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Texas.

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature.

ENTITY:

WORKFORCE SOLUTIONS

Signature

Signature

Typed Name

Typed Name

Typed Title

Typed Title

Date

Date

Federal ID #

Arbor E&T Contact

Contact Name

Typed Title

Phone number

Phone number

Fax number

Fax number

Email address

Email address

STATE OF TEXAS :
 :
COUNTY OF HIDALGO :

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, THE CITY OF _____ AND THE
LOWER RIO GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD**

THIS Agreement is made on the ____ day of _____ 2009, by and between the **COUNTY OF HIDALGO**, hereinafter referred to as “**County of Hidalgo**”, the **CITY OF _____**, hereinafter referred to as “**Local Municipality**” and the **LOWER RIO GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD**, hereinafter referred to as “**Workforce Solutions**” as follows:

WITNESSETH:

WHEREAS, County of Hidalgo is a county in Texas;

WHEREAS, Local Municipality is a city in the county of Hidalgo;

WHEREAS, Workforce Solutions is a Local Workforce Development Board created under Tex. Gov’t. Code Section 2308.253 and is a state agency as defined in Tex. Gov’t. Code Section 771.002(1) (C);

WHEREAS, County of Hidalgo, Local Municipality, and Workforce Solutions desire to cooperate in the rapid implementation of the American Recovery and Reinvestment Act (ARRA), Public Law 111-5, Youth Summer Employment Program as governed under the Workforce Investment Act of 1998 and U.S. Department of Labor Employment and Training Administration, Implementation of the Workforce Investment Act and Wagner-Peyser Act Funding in the American Recovery and Reinvestment Act of 2009 and State Planning Requirements for Program Year 2009, a program designed to expose eligible Youth between ages of 14 and 21 with “Work Experience” to obtain essential employment/occupational/work related skills within the County Of Hidalgo offices, departments, precincts and service centers, and within Hidalgo County Local Municipalities offices, departments and service centers;

WHEREAS, the **County of Hidalgo** and the **Local Municipality** has entered into an agreement with Workforce Solutions a copy of which is attached hereto and made a part hereof for all purposes;

WHEREAS, **County of Hidalgo**, **Local Municipality** and **Workforce Solutions** agree that it is in the best interests of the residents of Hidalgo County and the **Local Municipality** that Hidalgo County serve as the authorized representative for the **Local Municipality** with **Workforce Solutions**

WHEREAS, **Workforce Solutions** is a local government as defined in Texas Government Code Section 791.003(4)(D);

WHEREAS, **County of Hidalgo**, **Local Municipality** and **Workforce Solutions** are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001

NOW, THEREFORE, **County of Hidalgo**, **Local Municipality** and **Workforce Solutions**, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to accept and adopt the Statement of Work attached hereto as Attachment A hereinafter referred to as the "Hidalgo County and Local Municipality Worksite Identification Plan" which, as described shall provide the objectives and goals of the Youth Summer Employment Program.
2. The term of this Agreement shall be from the _____ day of _____, 2009 through September 30, 2009.
3. **County of Hidalgo** agrees to serve as the authorized representative for **Local Municipality** within the County of Hidalgo who, after appropriate action as governed by the **Local Municipality**, authorizes the County of Hidalgo to process a worksite listing for the placement of Youth at identified worksites. A "worksite" for these purposes is the job locations where participants receive the experience and training that increase their work readiness skills.
4. In coordination with all parties, **County of Hidalgo** agrees to accept "worksite" listings, add listing to the County of Hidalgo Worksite Agreement, and provide listing to Workforce Solutions for placement of Youth at the "worksite".
5. The parties specifically agree that any and all drug screening and background checks is the responsibility of **Workforce Solutions**.

6. In coordination with all of the parties, **County of Hidalgo** and **Local Municipality** agree that Youth to be referred for placement by **Workforce Solutions** through its contractor **Arbor Education & Training LLC**. This includes but is not limited to:
 - Number of “Worksites” to be selected
 - Youth to be referred for placement
 - The work experience to be performed
 - The hours to be worked
 - Payment for hours worked

7. **Conflict of Interest.** Conflict of Interest shall be avoided by both parties in compliance with 20 CFR Part 627.420(c) for all issues within this Agreement. No Director of the **Workforce Solutions** Board shall cast a vote on, nor participate in any decision related to the provision of services by such Director (or any organization which that Director directly represents), nor on any matter which would provide direct financial benefit to that Director. No employee, member or subcontractor of the Board, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any Board decision relating to this Agreement which may affect his/her personal pecuniary interest.

8. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between 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.

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

9. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **Workforce Solutions, County of Hidalgo** and **Local Municipality** and not otherwise.

10. **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.

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

If to Workforce Solutions: Yvonne "Bonnie" Gonzalez
Chief Executive Officer
3101 W. Business 83
McAllen, Texas 78501

If to County: J.D. Salinas
County Judge
100 E. Cano
Edinburg, Texas 78539

If to Local Municipality: _____

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.

12. **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.

13. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

15. **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.
16. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
17. **Authority to Execute.** The execution and performance of this Agreement by the parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **Workforce Solutions**, the **County of Hidalgo** and the **Local Municipality** in accordance with its terms.
18. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code.

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

COUNTY OF HIDALGO

LOCAL MUNICIPLAITY

J.D. Salinas
County Judge

WORKFORCE SOLUTIONS

Yvonne "Bonnie" Gonzalez,
Chief Executive Officer

ATTEST

Arturo Guajardo, Jr.

APPROVED AS TO FORM

Stephen Crain
Atlas & Hall

Antonio Mendoza
Assistant Criminal District Attorney

AI-15599

17.A.

**Recognition of Blue Ribbon Centers
CC REGULAR**

Date: 05/26/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Recognition of Blue Ribbon Centers

BACKGROUND

Policy Council Approval: 05.20.09

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/20/2009 08:04 AM	APRV
2	Roland Garcia	Rolando Garcia	05/20/2009 03:22 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Linda Galaviz			Started On: 05/19/2009 05:01 PM	
Final Approval Date: 05/22/2009				

AI-15600

17.B.

Scope of Services

CC REGULAR

Date: 05/26/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion and Approval of Statement of Qualifications, Requirements and Scope of Services for the Purpose of Expanding the "Medical/Dental, Mental Health, and Special Services Pool"

BACKGROUND

Policy Council Approval: 05.20.09

Fiscal Impact

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

Attachments

Link: [Scope of Services](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/20/2009 11:46 AM	APRV
2	Roland Garcia	Rolando Garcia	05/20/2009 03:44 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Linda Galaviz
 Started On: 05/20/2009 08:28 AM
 Final Approval Date: 05/22/2009

AI-15600

17.B.

Scope of Services

CC REGULAR

Date: 05/26/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion and Approval of Statement of Qualifications, Requirements and Scope of Services for the Purpose of Expanding the "Medical/Dental, Mental Health, and Special Services Pool"

BACKGROUND

Policy Council Approval: 05.20.09

Fiscal Impact

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

Attachments

Link: [Scope of Services](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/20/2009 11:46 AM	APRV
2	Roland Garcia	Rolando Garcia	05/20/2009 03:44 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Linda Galaviz
 Started On: 05/20/2009 08:28 AM
 Final Approval Date: 05/22/2009

AI-15581

17.C.

**Request for Qualifications
CC REGULAR**

Date: 05/26/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval for Consideration and Acceptance of Providers Meeting all Specifications and Requirements for the Following Request for Qualifications (RFQs):

1. Medical/Dental RFQ#:2009-03-033
2. Mental Health RFQ#:2009-03-034
3. Special Services RFQ#:2009-03-035

BACKGROUND

Policy Council Approval: 05.20.09

Fiscal Impact

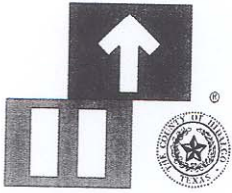
Attachments

Link: [Request for Qualifications](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/19/2009 04:24 PM	APRV
2	Roland Garcia	Rolando Garcia	05/20/2009 03:21 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Linda Galaviz			Started On: 05/19/2009 03:11 PM	

Final Approval Date: 05/22/2009



Hidalgo County Head Start Program Policy Council Agenda

DATE: May 20, 2009

SUBJECT: Discussion/Approval for Consideration and Acceptance of Providers Meeting all Specifications and Requirements for the Following Request for Qualifications (RFQ):

1. Medical & Dental RFQ #2009-03-033
2. Mental Health RFQ #2009-03-034
3. Special Services RFQ #2009-03-035

RATIONALE/NEED: Contracts need to be secured in order to provide services to the children and families.

RECOMMENDATION: Administration Recommends Approval

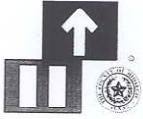
COST: As Specified On Services Required

RELATED INFORMATION INCLUDED: Memos

INITIATED BY: Ambrosio Tovar, Procurement Director *A. Tovar*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *Edmundo Garcia*

PROGRAM DIRECTOR'S APPROVAL: *Terese Flores*



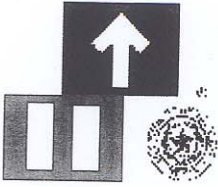
Hidalgo County Head Start Program

P.O. BOX 0117 · EDINBURG, TEXAS 78540-0117 · TEL: (956) 383-0706 · FAX: (956) 380-2588

Memorandum

TO: Ambrosio Tovar, Procurement Director
FROM: Elma Garza ^{EG} R.N. Mental Health Services Director
DATE: May 11, 2009
SUBJ: Request for Qualifications

I received four Requests for Qualifications from your office on May 11, 2009 to be considered as mental health providers for program year 2009-2010. Mr. Tony Guzman from Guzman and Associates, Maricela Medrano from Fina's Helping Hands, Maria C. Quilantan from Counseling Center of South Texas, and Norma Villanueva from Modern View Clinical Services, all have the credentials and meet the requirements to provide services. All have provided services in the past. They are bilingual and sensitive to the population that we serve. I am submitting them all to Policy Council for approval for our program. Thank you in advance for your cooperation.



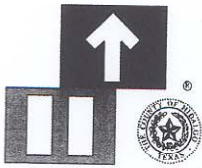
HIDALGO COUNTY HEAD START PROGRAM
P.O. BOX 0117
EDINBURG, TX 78540-0117
TEL. (956) 383-0706 FAX (956) 380-2588

TO: Ambrosio Tovar, Procurement Director
FROM: Connie Horta, Special Services Director
SUBJECT: RFQ Recommendations
DATE: May 12, 2009

The RFQ packets have been reviewed. The following list of providers are being recommended for the 2009/2010 school year.

Team Success Inc. DBA Team Success Therapy Center
Best-Beyond Expectations Speech Therapy
Pro Care Therapies, PC
Kidding Around Therapy Inc.
Melody Home Care
Advance Therapy Solutions
First Steps Pediatric Rehab.
Kids In Action Therapy
Kidiatric Therapy Service
Kids Korner Renaissance Outpatient Rehab.
QTP II inc.
RGV's Training Wheels
Risas y Rayones Rehab. Services
Step N Stride Rehab. Center
Team Success Therapy Center
Thera Care Rehab Services, PLLC
Therapy Central Children's Rehab. Services
Total Care Rehab Center
Valley Therapy Center INC.
Weslaco Therapy Center

If you have any questions, please feel free to call 380-4190 or 380-4170.



Hidalgo County Head Start Program
P. O. Box 0117 Edinburg, Texas 78540-0117

To: Mr. Ambrosio Tovar
From: Ms. Lupita Valdez, Health Services Director *LV*
Date: May 12, 2009
CC: Ms. Teresa Flores, Executive Program Director
Ms. Nora Munoz, Assistant Program Director
Mr. Edmundo Garcia, Assistant Program Director

The Request for Qualifications packets has been reviewed. I would like to advise you the following providers are recommended for the 2009-2010 Hidalgo County Head Start Program school year.

Medical: Ashley Pediatrics
Industrial Health Works
Nuestra Clinica Del Valle

Dental: Nolana Family Dental
Pablo Tagle, Jr. D.D.S., Inc.
The Children's Dentist
Nuestra Clinica Del Valle

Should you have any questions, please do not hesitate to contact me. Thank you for your prompt attention to this matter.

LV/ag

**WIC Budget Amendment
CC REGULAR**

Date: 05/26/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: WIC

Information

CAPTION

1. Approval of Certification of Revenues, as certified by the County Auditor, for the WIC Program.
2. Approval to amend (increase) the current 2009 WIC Grant Program budget, in the total amount of \$205,473.66.

BACKGROUND

See Attachment.

Fiscal Impact

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$205,473.66 to fund expenditures for 2009 as certified by Co. Auditor.

Revenue --> 9-1292-331-10-350-001-9-000

Attachments

- Link: [Budget Appropriation](#)
 Link: [Auditors Worksheet](#)
 Link: [Certification of Revenues](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/21/2009 03:32 PM	APRV
2	Budget & Management	Veronica Lopez	05/21/2009 03:58 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/22/2009 09:38 AM	APRV
4	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Sylvia Solis			Started On: 05/21/2009 01:07 PM	
Final Approval Date: 05/22/2009				

DATE: 5/11/2009

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT
WIC PROGRAM

ACCOUNT NUMBER: 9-1292-441-00-350-001-9-XXX

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 department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

ACCOUNT NO.	ACCOUNT NAME	AMOUNT
9-1292-441-00-350-001-9- 441	Land & Building Rentals	100,000.00
9-1292-441-00-350-001-9- 535	Postage	15,000.00
9-1292-441-00-350-001-9- 601	Office Supplies & Computer Supplies	5,473.66
9-1292-441-00-350-001-9- 603	Education/ Instruction Supplies	2,000.00
9-1292-441-00-350-001-9- 604	Medical & Lab Supplies	50,000.00
9-1292-441-00-350-001-9- 622	Electricity	33,000.00
	TOTAL APPROPRIATIONS	<u>205,473.66</u>
9-1292-331-10-350-001-9- 000	WIC Administration Revenues	205,473.66
	TOTAL REVENUES	<u>205,473.66</u>
TOTAL BUDGET INCREASE REQUEST:		<u>205,473.66</u>

Reason: Increase budget to fund expenditures through end of fiscal year 9/30/09 from surplus earned.

Department Head Signature

APPROVED COMMISSIONER'S
COURT

/ /
DATE

ATTEST COUNTY CLERK

Budget Amendment



Print Hide Envelope

Show Header

From: Ramon Menchaca [Add to Address Book](#)
To: 'Norma Longoria', 'Mague Gonzalez'
CC: 'Mike Escaname'
Date: Monday, May 11, 2009 10:36:23 AM
Subject: Budget Amendment

Participant Analysis FY09.pdf

Norma,

I have discussed the Budget Amendment with Mike and came to the conclusion to allow an increase to the budget by 205,473.66.

I have included the Projection Worksheet.

If you have any questions please feel free to call us.

Thank you,

Ramon G. Menchaca

Grant Accountant II

Hidalgo County Auditor's Office

2808 S. Business Hwy 281

Edinburg, TX 78539

Voice: (956)318-2511 Ext. 4675

Fax : (956)318-2577

HIDALGO COUNTY AUDITOR'S OFFICE
Participant/Extended Hours Analysis
WIC Administration Grant - Fiscal Year 2009
10/01/2008 - 09/30/2009

Month	FY 2009
October	75,787
November	74,800
December	75,358
January	75,763
February	75,616
March	76,033
April	75,560 *
May	75,560 *
June	75,560 *
July	75,560 *
August	75,560 *
September	75,560 *
Totals	906,717
October	\$13,026.30
November	\$13,750.42
December	\$13,761.14
January	\$14,222.48
February	\$12,835.03
March	\$12,390.42
April	\$13,330.97 *
May	\$13,330.97 *
June	\$13,330.97 *
July	\$13,330.97 *
August	\$13,330.97 *
September	\$13,330.97 *
Extended Hours:	
Totals	\$159,971.61
(Actual) FY 09 - Participants time Rate (10.45) Oct 08 - Mar 09	\$4,737,580.65
(Actual) FY 09 - Participants time Rate (10.69) Apr 09 - Sep 09	\$4,846,418.40
Proj Revenue FY 09 - Extended Hours	\$159,971.61
Total Revenue Projected for FY 09	\$9,743,970.66

* = Projected average from first 6 months participation rates.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

May 21, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the amount of \$205,473.66 from the WIC Program grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
\$205,473.66	WIC

CERTIFIED BY:

Raymundo Eufrazio, CPA
Hidalgo County Auditor

5/21/09

Date

HIDALGO COUNTY
BUDGET OFFICE
2009 MAY 21 AM 10 43

HIDALGO COUNTY DISTRICT JUDGES

**Membership Dues-Texas Chief Deputies Association
CC REGULAR**

Date: 05/26/2009
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

Requesting approval of payment for membership dues for Chief Deputy Anacleto Martinez to the Texas Chief Deputies Association in the amount of \$24.00 for the year of 2009.

BACKGROUND

The Texas Chief Deputies Association is organized to achieve the objectives of (1) promoting cooperation and communication between law enforcement agencies in the State of Texas; (2) promoting the exchange of ideas and information among law enforcement so that the safety and well being of the citizens of the State of Texas will be assured.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available as of 5/21/09 \$3,450.00

Attachments

Link: [Texas Chief Deputies](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/21/2009 04:00 PM	APRV
2	Manuel Chapa	Manuel Chapa	05/21/2009 04:42 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Monica Hinojosa Started On: 05/21/2009 02:49 PM

Final Approval Date: 05/22/2009

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

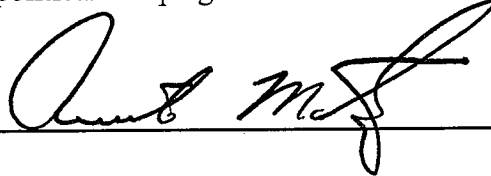
THE STATE OF TEXAS

COUNTY OF HIDALGO

I, ANACLETO MARTINEZ, do hereby state that my membership in the
TEXAS CHIEF DEPUTIES ASSOCIATION on behalf of 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 of 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, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and
- 4.) Neither the association or 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: _____



TITLE: _____

CHIEF DEPUTY

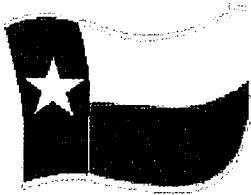
Before me Virginia Rodriguez, a Notary Public, appeared ANACLETO MARTINEZ and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



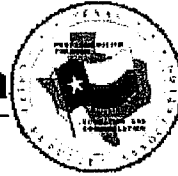
Virginia Rodriguez
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041



Texas Chief Deputies Association



MEMBERSHIP APPLICATION DATE: _____

The Texas Chief Deputies Association invites all Chief Deputies (active or retired) and Sheriff's to become active members

NAME: Anacleto "Sonny" Martinez

D.O.B.: 2/27/50 PID# 43487

TITLE: Chief Deputy DEPT.: Sheriff's Office

COUNTY: Hidalgo

ADDRESS: 522 N Gay Dr CITY: Pharr TX ZIP: 78577

PHONE: (956) 393-6004 E-MAIL ADDRESS: Sonnymartinez21@A.H. net
~~SONNY.MARTINEZ~~

MEMBERSHIP DUES - \$24.00 ANNUALLY (PRORATED)

REMIT TO: TEXAS CHIEF DEPUTIES ASSOCIATION
ATTN: Cheryl Martin
201 N. Main - Room 113
Andrews, Texas 79714

PLEASE NOTE: Membership dues are \$24.00 annually - prorated. Our fiscal year for dues begin in June. Therefore, if you are joining in March, your dues for the current year are \$6.00 and next year's dues may be paid now or at the Annual Conference.

TEXAS CHIEF DEPUTIES ASSOCIATION

BY-LAWS

Revised: June 17, 2004

ARTICLE I – GENERAL

Section 1. Name

This organization is established under the laws of the State of Texas and shall be known as the TEXAS CHIEF DEPUTIES ASSOCIATION.

Section 2. Objectives

The TEXAS CHIEF DEPUTIES ASSOCIATION is organized to achieve the objectives of (1) promoting cooperation and communication between law enforcement agencies in the State of Texas; (2) promoting the exchange of ideas and information among law enforcement so that the safety and well-being of the citizens of the State of Texas will be assured.

Section 3. Limitation of Methods

The TEXAS CHIEF DEPUTIES ASSOCIATION shall be non-profit, non-partisan, and non-sectarian and shall take no part in, or lend influence or facilities, either directly or indirectly, to the nomination, election or appointment of any candidate for political office in city, county, state, or national political race.

ARTICLE II – MEMBERSHIP

Section 1. Eligibility

The TEXAS CHIEF DEPUTIES ASSOCIATION shall make membership available to any reputable person who is presently serving, or has served, as a Chief Deputy to any Sheriff in the State of Texas.

Section 2. Application

Application for membership shall be in writing, on forms provided for the purpose, and signed by the applicant. The Membership Committee shall review all applications and submit them to the Board of Directors with its recommendation. Approved applicants shall become a member upon payment of the regularly scheduled dues as provided in Section 3 of Article II.

Section 3. Dues

Membership dues shall be \$24.00 per year for regular members. Retired charter members are exempt from dues.

Section 4. Voting

Each Chief Deputy, Sheriff, and retired Chief Deputy paying minimum dues shall be entitled to cast one (1) vote. Retired charter members retain the right to vote.

Section 5. Honorary Membership

Distinction in public affairs shall confer eligibility to honorary membership. Honorary members shall have all the privileges of members except the right to vote, and shall be exempt from payment of dues. The Board of Directors shall confer or revoke honorary membership by a majority vote.

Section 6. Associate Membership

Nominations for membership must be submitted and addressed to the Chairman of the Membership Committee. Applicants must be recommended by an active Chief Deputy in the Association. Associate members may be any law enforcement personnel (active or retired).

Sustaining members may be any person or company recommended by an active Chief Deputy. Associate members may attend any Association function. Sustaining members may attend any Association function except those announced as "Peace Officers Only".

Associate membership dues are set at \$ 24.00 per year for an individual or company. All dues are to be deposited in the general fund of the Association. Associate members shall receive a membership card from the Texas Chief Deputies Association.

Sustaining members shall receive a certificate of membership from the Texas Chief Deputies Association.

Associate members shall have no voting rights.

Sustaining members shall have no voting privileges. Membership will be for one (1) year. Dues will be due at the same time as regular membership.

Section 7. Termination

- A. Any member may resign from the TEXAS CHIEF DEPUTIES ASSOCIATION upon written request to the Board of Directors.
- B. Any member can be expelled by the Board of Directors, by a two-thirds vote, for good cause.
- C. Any terminated member shall be expelled by a two-thirds vote of the Board of Directors, at a regularly scheduled meeting thereof, for conduct unbecoming a member of the TEXAS CHIEF DEPUTIES ASSOCIATION or prejudicial to the aims or repute of the TEXAS CHIEF DEPUTIES ASSOCIATION, after notice and opportunity for a hearing are afforded the member complained against.

ARTICLE III – MEETINGS

Section 1. Fiscal Year

The fiscal year of the TEXAS CHIEF DEPUTIES ASSOCIATION shall close on June 30th of each year.

Section 2. Annual Membership Meeting and Training Conference

The annual Training Conference and General Membership Meeting of the TEXAS CHIEF DEPUTIES ASSOCIATION will be held during the month of June each year.

Section 3. Monthly Meetings

Each district may hold monthly meetings at a time and place to be determined by the District Board of Directors. All other meetings of the TEXAS CHIEF DEPUTIES ASSOCIATION shall be at the call of the President and shall require attendance of a quorum.

Section 4. Additional Meetings

A. General meetings of the TEXAS CHIEF DEPUTIES ASSOCIATION may be called by the President at any time or upon petition in writing of any thirty (30) members in good standing. Notice of such special meetings shall be given to each member at least five (5) days prior to the meeting.

B. Board meetings may be called by the President or upon written request of three (3) members of the Board. The Board of Directors and all committees shall determine the most suitable time and the most central part of the state for meetings for the transaction of business excluding a meeting at the conference site prior to the annual conference. Monthly meetings of the directorate may be held and committee heads may be called to make reports to the board when necessary.

C. Committee meetings may be called at any time by the President or by the respective Committee Chairman.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. Board of Directors

The Board of Directors shall be composed of 11 members, which shall consist of the President, 1st Vice President, 2nd Vice President, 3rd Vice President, Treasurer, Secretary, Sergeant At Arms and four (4) members of the association. Board of Directors members, excluding elected or appointed officers, shall serve a two year term.

For greater representation, the President may, by and with the approval of the regular Board of Directors, appoint District Directors as associate board members: the number to be determined by the Board annually. Associate Board members shall serve one year unless reappointed, which reappointment must be approved by the regular Board of Directors.

Section 2. Nomination

The Board of Directors; excluding associate board members, shall be nominated for election by the Nominating Committee. The members nominated should have expressed their willingness to serve. The Nominating Committee shall work during the annual conference in order to seek out potential candidates for nomination at the general membership business meeting held in June of each year.

Additionally, any member in good standing may nominate, from the floor, any additional candidate at the time of elections. A member should not arbitrarily nominate someone from the floor unless they have determined that potential candidate's willingness to serve.

Section 3. Election of Directors

The Board of Directors shall be elected by the entire voting membership present: each member of the TEXAS CHIEF DEPUTIES ASSOCIATION in good standing being entitled to one (1) vote.

The District Directors, if any, shall be at the discretion of the district.

The four (4) member elected Board of Directors shall serve a two year term of office.

Any District Directors shall be elected at the discretion of the district.

Section 4. Vacancies

The office of any Director who shall be absent from three (3) consecutive meetings of the Board of Directors may be deemed vacant, at the discretion of the Board of Directors by a majority vote of those at any meeting thereof. Mid-term vacancies on the Board of Directors or among the elected officers, shall be filled by the Board of Directors, by a majority vote, at the direction of the President during a called board meeting.

Section 5. Quorum

Board of Directors meetings shall be attended by as many of the eleven (11) member Board as possible. At least seven (7) Board members will be required as a quorum in order to conduct Association business. Decisions by the Board of Directors will be by majority vote conducted during scheduled or specially called Board meetings.

ARTICLE V - OFFICERS

Section 1. President

The President shall preside over the meetings of the Board of Directors and the meetings of the general membership. The President's term shall be for one year. Upon conclusion of the term, the 1st Vice President shall become the President of the Association. The outgoing President shall be an advisor to the incoming President for one year.

Section 2. Vice Presidents

The 1st Vice President and the 2nd Vice President shall serve a one year term of office. Upon conclusion of their terms, the 1st Vice President will move up to President and the 2nd Vice President shall move up to 1st Vice President.

The 3rd Vice President shall be elected by the general membership at the annual meeting in June of each year.

Section 3. Election Proceedings

The President shall appoint two (2) members to act as judges of the election proceedings and they shall count all ballots received at the annual general membership meeting. Nominees receiving the highest number of votes shall be declared winners of each office. In the event of a tie vote, the election shall be determined by lot under the direction of the judges of the election.

Section 3. Treasurer

The Treasurer shall be elected in the same manner as the 3rd Vice President and serve a one-year term of office. The Treasurer shall be a voting member of the duly elected Board of Directors.

Section 4. Secretary

The Secretary shall be elected in the same manner as the 3rd Vice President and Treasurer and serve a one-year term of office. The Secretary shall be a voting member of the duly elected Board of Directors.

The Secretary shall also serve in the capacity of Historian for the Association.

Section 5. Sergeant At Arms

The Sergeant At Arms shall be elected in the same manner as the 3rd Vice President, Treasurer and Secretary and serve a one-year term of office. The Sergeant At Arms shall be a voting member of the duly elected Board of Directors

Section 6. Chaplain

The Chaplain shall be an appointed position and will be appointed by the President. The Chaplain shall serve a one-year term of office.

Section 7. Other Offices

Any other offices may be established as deemed necessary to the proper functioning of the TEXAS CHIEF DEPUTIES ASSOCIATION. These offices may be established by recommendation of the Board of Directors and approval by a majority of the membership. Term of office for any additional office established shall be one year.

ARTICLE VI - COMMITTEES AND DIVISIONS

Section 1. Committees and Divisions

The President, by and with the approval of the Board of Directors, shall appoint all committees and committee chair persons, and may create such other divisions as will facilitate the work of the organization. The President and the Vice Presidents shall be ex-officio members of all committees and divisions. All committee and division organizations will be subject to and governed by these By-Laws.

Section 2. Testimony

Once committee action has been approved by the Board of Directors, it shall be incumbent upon the Committee Chairman, or, in his absence, whom he designated from his committee as being familiar with the issue, to give testimony or make presentations before the general membership at the annual meeting in June. Committee Chairmen shall fully inform the President of their committee's progress, during the year, prior to each quarterly Board of Directors meetings.

ARTICLE VII - FINANCES

Section 1. Funds

All money paid to the TEXAS CHIEF DEPUTIES ASSOCIATION shall be placed in a general operating fund, except that money subscribed or contributed for a specific purpose shall be placed in a separate fund for such purpose.

Section 2. Disbursement

No obligation or expense shall be incurred and no money shall be appropriated or paid except with regulations adopted by the Board of Directors.

Section 3. Fiscal Year

The fiscal year of the TEXAS CHIEF DEPUTIES ASSOCIATION shall close on June 30th each year.

ARTICLE VIII - PARLIAMENTARY PROCEDURE

Section 1. Amendments

These By-Laws may be amended by a majority of the members voting at the general membership meeting of the organization or by ballot provided by the TEXAS CHIEF DEPUTIES ASSOCIATION on instruction from the Board of Directors. Notice of any proposed changes must be presented in writing to the association membership during the annual business meeting in June.

A majority vote of the general membership will be required before any proposed by-law changes will become effective.

Section 2. Districts

The TEXAS CHIEF DEPUTIES ASSOCIATION originally divided the State into sixteen (16) Districts. The Districts are designed to enable monthly meetings of area Chief Deputies and maintain a flow of information between law enforcement agencies. Members who reside in a district may attend meetings in other districts if it is more convenient. The attached map is the division of the sixteen (16) Districts.

AI-15554

19.B.

Sheriff's Office Operation Stonegarden Grant (1284)

CC REGULAR

Date: 05/26/2009
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

1. Approval to de-obligate funds (1284) for the City of Pharr (Operation Stonegarden Grant sub-recipient award) in the amount of \$61.76.
2. Approval of appropriation of funds (1284) to the Sheriff's Office (Operation Stonegarden Grant) in the amount of \$61.76

BACKGROUND

On 05/05/09, the City of Pharr Operation Stonegarden Budget of \$104,996.96 was approved by CC (Agenda Item No. 12A.)

The City of Pharr submitted a revised budget for \$104,935.20, a difference of \$61.76. The amount is to be transferred to the Hidalgo County Sheriff's Office Operation Stonegarden Grant budget.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1284-421-00-280-0XX-1-581
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary Impact.
 To unappropriate funds and reduce estimated revenues for the City of Pharr in the amount of 61.76.
 To appropriate funds and increase estimated revenues for the County of Hidalgo in the amount of 61.76.

Attachments

- Link: [Pharr - Unappropriation](#)
 Link: [County - appropriation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	05/19/2009 09:15 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/21/2009 08:42 AM	APRV
3	Budget & Management	Veronica Lopez	05/21/2009 09:24 AM	APRV

4	Manuel Chapa	Manuel Chapa	05/21/2009 10:56 AM	APRV
5	Auditor's Office	Monica Badillo	05/22/2009 05:21 PM	APRV

Form Started By: Emilia Uriegas
Started On: 05/18/2009 12:04 PM

Final Approval Date: 05/22/2009

DATE: May 18, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino/Mayor Leopoldo "Leo" Palacios

DEPARTMENT NAME: Operation Stonegarden--City of Pharr

ACCOUNT NUMBER: 9-1284-421-00-280-053-1-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-053-1-581	In-County Employee Travel	(61.76)
	TOTAL APPROPRIATIONS	(61.76)
9-1284-331-10-280-053-1-000	Stonegarden - (Pharr) Revenues Office of the Governor--Division of Emergency Management	(61.76)
	TOTAL REVENUES	(61.76)

REASON: To de-obligate amount due to revised budget from the City of Pharr for its budget under the Operation Stonegarden Grant from the Governor's Division of Emergency Management (sub-recipient award).

Federal Grant Award Number: 2008-SG-T8-0009; SAA Award Number: 08-48215-01.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 18, 2009
DEPARTMENT HEAD: Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Operation Stonegarden
ACCOUNT NUMBER: 9-1284-421-00-280-047-1-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-047-1-581	In-County Employee Travel	61.76

TOTAL APPROPRIATIONS 61.76

9-1284-331-10-280-047-1-000	Stonegarden - (County) Revenues Office of the Governor--Division of Emergency Management	<u>61.76</u>
-----------------------------	--	--------------

TOTAL REVENUES 61.76

REASON: To increase budget assigned to the Hidalgo County Sheriff's Office Operation Stonegarden Grant from the Governor's Division of Emergency Management

Amount was originally included in the budget for the City of Pharr, Operation Stonegarden Grant (sub-recipient award).

Federal Grant Award Number: 2008-SG-T8-0009; SAA Award Number: 08-48215-01.

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15589

19.C.

**Operation Stonegarden Grant - City of Donna
CC REGULAR**

Date: 05/26/2009
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

Sheriff Office Operation Stonegarden Grant (1284):
Approval of budget amendment for \$176,894.80 for the City of Donna, pursuant to sub-recipient interlocal agreement with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management.

BACKGROUND

The Sub-Recipient Interlocal Agreement between Hidalgo County and the City of Donna was presented at CC on 05/19/09 (Agenda Item #15C 15547).

The budget includes provisions for overtime, the city's fringe benefits, vehicle repair/maintenance, purchase of vehicles and fuel.

\$2,480,000 Operation Stonegarden Grant Certification of Revenues letter as certified by the County Auditor was prepared on 5-1-09.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1284-421-00-280-048-1-XXX

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

BUDGETARY IMPACT:

No local cash matching funds are required.

Appropriation of funds for the Stonegarden Grant for the City of Donna in the amount of \$176,894.80.

Revenue account# 9-1284-331-10-280-048-1-000

Attachments

Link: [Donna - Budget](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	05/20/2009 05:04 PM	APRV

2	Manuel Chapa	Manuel Chapa	05/21/2009 11:01 AM	APRV
3	Budget & Management	Veronica Lopez	05/21/2009 11:21 AM	APRV
4	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Emilia Uriegas

Started On: 05/19/2009 04:16
PM

Final Approval Date: 05/22/2009

DATE: May 19, 2009
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino/Mayor David Simmons
DEPARTMENT NAME: Operation Stonegarden--City of Donna
ACCOUNT NUMBER: 9-1284-421-00-280-048-1-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-048-1-131	Overtime	73,200.00
9-1284-421-00-280-048-1-220	FICA	5,599.80
9-1284-421-00-280-048-1-250	Unemployment Compensation	2,196.00
9-1284-421-00-280-048-1-260	Workers' Compensation	5,124.00
9-1284-421-00-280-048-1-626	Gasoline	12,375.00
9-1284-421-00-280-048-1-672	Repair & Maint. Supplies--Equip. & Vehicles	2,400.00
9-1284-421-00-280-048-1-841	Aid to Governmental Agencies	76,000.00

TOTAL APPROPRIATIONS 176,894.80

9-1284-331-10-280-048-1-000 Stonegarden (Donna) Revenues 176,894.80
 Office of the Governor--Division of Emergency
 Management

TOTAL REVENUES 176,894.80

REASON: To appropriate budget for the Operation Stonegarden Sub-Recipient grant award to the City of Donna from the Office of the Governor, Division of Emergency Management.

Federal Grant Award Number 2008-SG-T8-0009; SAA Award Number 08-48215-01.
 Grant Period is September 01, 2008 to May 01, 2011.

 DEPARTMENT HEAD SIGNATURE

/ /

 DATE

 APPROVED COMMISSIONERS' COURT

 ATTEST COUNTY CLERK

AI-15641

20.A.

**Award - Collections Department
CC REGULAR**

Date: 05/26/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Jason Rohr
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: County Clerk

Information

CAPTION

Presentation of "Excellence in Service Award" from the Governmental Collector's Association of Texas

BACKGROUND

Award will be presented to Mr. Guajardo in Court.

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	05/21/2009 03:08 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/21/2009 03:18 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Monica Badillo			Started On: 05/21/2009 02:57 PM	
Final Approval Date: 05/22/2009				

**MEMORANDUM OF UNDERSTANDING BETWEEN HIDALGO COUNTY PCT. NO. 2 AND HIDALGO COUNTY PCT. NO. 4
CC REGULAR**

Date: 05/26/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Colonia Access Program **Purchasing only:** CAP

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Memorandum of Understanding Between Hidalgo County Precinct No. 2 and Hidalgo County Precinct No. 4 for the completion of the Citriana Village Storm Sewer Drainage Project.

BACKGROUND

Note - Urban County Program shall provide funding to Precinct No. 2 for the reimbursement to Precinct No. 4 for the labor and equipment used for the Project. Estimated Project Cost is \$171,468.72.

Fiscal Impact

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

BUDGETARY IMPACT:

NOTE - Urban County Program shall provide funding to Precinct No. 2 for the reimbursement to Precinct No. 4 for the labor and equipment used for the Project. Estimated Project Cost is \$171,468.72.

Attachments

Link: Memorandum Between Pct. No. 2 and Pct. No. 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/20/2009 11:46 AM	APRV
2	Ivan Cantu	Ivan Cantu	05/20/2009 03:21 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Marcie Jackson
Started On: 05/19/2009 10:19 AM

Final Approval Date: 05/22/2009

5. **Amendments.** This MOU shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.
6. **Texas Law to Apply.** The provisions of this MOU will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.
7. **Notice.** Except as may be otherwise specifically provided in this MOU, 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 Precinct No. 2: County Commissioner Precinct No. 2
Attention: Commissioner Palacios
301 East State
Pharr, TX 78577

If to Precinct No. 4: County Commissioner Precinct No. 4
Attention: Commissioner Garza
1102 N. Doolittle
Edinburg, Texas 78539

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

EXECUTED and effective on this _____ day of _____ 2009. ,

HIDALGO COUNTY

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

HIDALGO COUNTY PRECINCT NO. 2

Hector "Tito" Palacios, Commissioner

HIDALGO COUNTY PRECINCT NO. 4

Oscar Garza, Jr., Commissioner

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

By: Stephen Crain

AI-15633

22.A.

**South Texas Land Investigation for Sugar Road Improvement Project
CC REGULAR**

Date: 05/26/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Precinct #2

Information

CAPTION

Requesting approval of payment for Pay Memo w/South Texas Land Investigation in the amount of \$500.00 for services rendered in connection with Sugar Road Improvement Project for Title reports on Parcels 52 & 56 after County Auditors' review and processing procedures completed including authority for County Treasurer to issue payment/check.

BACKGROUND

Invoice had not been processed and was overlooked as per ROW Department.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-122-018-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is \$1,541.00 as of 5/21/09 to pay the pending claim.

Attachments

Link: [South TX Land Invest. Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/21/2009 08:01 AM	APRV
2	Dale Kennan	Dale Kennan	05/21/2009 10:01 AM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 05/20/2009 05:33 PM	
Final Approval Date: 05/22/2009				




HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY MEMO

To: Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
Attn: Yolanda Cisneros

From: Lupe Rodriguez 
Right of Way Agent

Date: January 22, 2009

Re: Up-dated Title reports Sugar Road Improvement Project
Parcels 52 & 56

Commissioner Palacios,

Attached please find invoice # 102808 for South Texas Land Investigation, in the amount of \$ 500.00 for services rendered on the above mentioned project.

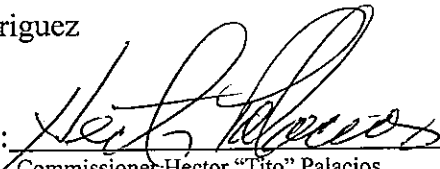
Please process this invoice as soon as possible out of your account No. _____ for Right of Way acquisition on this project.


This project was approved by Commisioner's Court on December 12, 2001.

Should you should have any questions or comments, please contact me at (956) 283-8134.

Thank you,


Lupe Rodriguez


Approved: 
Commissioner Hector "Tito" Palacios

Approved: 
Joe N. Pena, ROW Director

INVOICE RECEIVED BY:

9-1315-431-00-122-018-0-841

 ON 1/22/09

GOODS/SERVICES RECEIVED BY:
 ON 1/22/09

2009 FEB 17 PM 2 17
RECEIVED BY
COUNTY AUDITOR

SOUTH TEXAS LAND INVESTIGATIONS

315 East McIntyre Street
EDINBURG, TEXAS 78541
PHONE (956) 383-1657
FAX (956) 380-1497
E-MAIL.: george@landtitleusa.com

INVOICE NO. 102808

DATE: October 28, 2008

BILL TO: HIDALGO COUNTY RIGHT OF WAY DEPARTMENT
509 East Earling Road
San Juan,, Texas 78589

Project Name: [RE: "SUGAR ROAD IMPROVEMENT PROJECT"]

For services rendered in connection with the preparation of Updated Title Reports covering Parcels # 52 & 56, and being as follows to-wit:

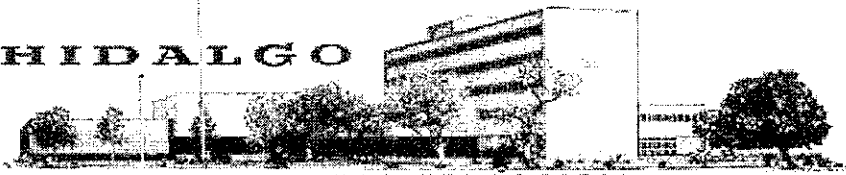
REPORT NO.	OWNER:	
1570820	The Allen & Letitia Arnold Family Limited Partnership	\$250.00
161888	The Allen & Letitia Arnold Family Limited Partnership	\$250.00

TOTAL AMOUNT DUE \$500.00

THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVE YOU!
"ONLY WHEN WE RE NO LONGER AFRAID DO WE BEGIN TO LIVE"

RECEIVED BY
COUNTY AUDITOR
2009 FEB 17 PM 2 17

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2802 South Highway 281
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBPAGE: http://www.hidalgocountyauditor.org
E-MAIL: hidalgoauditors@countyofhidalgo.org

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 03/17/2009

TO : YOLANDA CISNEROS

DEPT: PCT#2

FROM: LUPITA GARZA/ACCOUNTS PAYABLE SPECIALIST II

PHONE: (956) 318-2511 EXT 4630

REFERENCE: SOUTH TEXAS LAND INVESTIGATION INV#102808

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

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

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

[] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE

[] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT

[] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE

[] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT

[] SIGNATURE OR DATE NOT PRESENT

[] SYSTEM SHOWS INVOICE PAID

[] INSUFFICIENT FUNDING IN ACCOUNT AVAILABLE

[] NEED APPROVAL OF: DEPARTMENT HEAD

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

[] NEEDS CORRECTION (S):

[X] OTHER: SENDING ORIGINAL INVOICE WITH BACKUP

[X] COMMENTS/RECOMMENDATION: As per our telephone conversation this morning, forwarding you invoice need purchase order. Verify with Mr. Lupe Rodriguez, if there is more title reports for this project, so you can get a purchase order for all the title reports still pending. Thank you

Purchasing Dept. Will not issue P.O. as per Blanca needs to be Placed as a Claim.

Signature of Lupita

4/22/2009 @ 10:50AM

Lupita, I have requested a PO for South TX Land Investigation to cover this outstanding invoice.

HIDALGO COUNTY DISTRICT JUDGES

- RICARDO P. RODRIGUEZ, JR. JUDGE, 92nd D.C.
RODOLFO DELGADO JUDGE, 93rd D.C.
J. R. "BOBBY" FLORES JUDGE, 138th D.C.
ROSE GUERRA REYNA JUDGE, 206th D.C.
JUAN R. PARTIDA JUDGE, 275th D.C.
MARIO E. RAMIREZ, JR. JUDGE, 322nd D.C.
NOE GONZALEZ JUDGE, 370th D.C. OVERSEER
LETICIA LOPEZ JUDGE, 385th D.C.
AIDA SALINAS FLORES JUDGE, 398th D.C.
ISRAEL RAMON, JR. JUDGE, 430th D.C.
JESSE CONTRERAS JUDGE, 449th D.C.

5/20/09 (Conjirmed w/Lupe)
Signature of Lupe Rodriguez

**Web Based Civic Management System
CC REGULAR**

Date: 05/26/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Commissioner Palacios
Department: PURCHASING DEPT.
Agenda Category: Precinct #2

Purchasing only: Prct. 2

Information

CAPTION

Presentation for discussion, consideration and applicable action in connection with the acquisition of a Web Based Civic Management tool with implementation to commence in Precinct #2 as a pilot program through the following options:

1. Acquisition of a Web Based Civic Management tool through the County memberships/participation with state and/or association cooperative purchasing programs, agencies or interlocals; and,
2. Authority to develop specifications, requirements, etc. for advertising the procurement of a Web Based Civic Management tool for Hidalgo County with implementation to commence in Precinct #2.

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u>	

Funding to be determined once court takes action on the options presented.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	05/22/2009 08:53 AM	APRV
2	Roland Garcia	Rolando Garcia	05/22/2009 04:28 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Marty Salazar

Started On: 05/21/2009 04:37 PM

Final Approval Date: 05/22/2009

AI-15615

23.A.

Authorization to name road.

CC REGULAR

Date: 05/26/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Requesting authorization to name road located in Precinct #3 as Follow Ln. the road connects with Desperado Subdivision on the north side.

BACKGROUND

Follow Ln. is approved for use by the 9-1-1 Dept.

Fiscal Impact

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

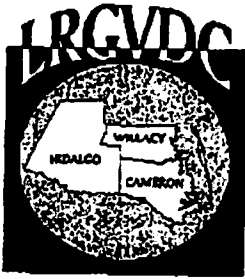
Attachments

Link: [911 Dept Info](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/20/2009 12:58 PM	APRV
2	Perla Lopez	Perla Lopez	05/20/2009 01:26 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Norma Ceballos
 Started On: 05/20/2009 10:35 AM
 Final Approval Date: 05/22/2009



Lower Rio Grande Valley Development Council

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

BOARD MEMBERS

Edra Tamayo
 Commissioner, Cameron County

Alfado Serrano
 Commissioner, Willacy County

Victor Perez
 Commissioner, Alamo

Carlos A. Cienaros
 Mayor Pro-Tem, Brownsville

David S. Simmons
 Mayor, Donna

Eddy Gonzalez
 Mayor Pro-Tem, Edcouch

Gus Garcia
 Council Member, Edinburg

Steve Brewer
 Mayor, La Feria

José Quintanilla
 Mayor, Mercedes

Norberto "Beto" Salinas
 Mayor, Mission

Leo "Polo" Palacios, Jr.
 Mayor, Pharr

Orlando Correa
 Mayor, Raymondville

Joe Hernandez
 Mayor, San Benito

Lupe Rodriguez
 Mayor Pro-Tem, San Juan

Buddy De La Rosa
 Mayor, Weslaco

Dr. Cesar Maldonado
 President, TSTC, Harlingen

Roberto Laredo
 Donna I.S.D.

Gale Armstrong
 El Jardin Water Supply

Michael G. Wilson
 Willacy Navigation District

Don Madina
 Member-At-Large

EXECUTIVE DIRECTOR
 Kenneth N. Jones, Jr.

9-1-1 DEPT

FAX TRANSMISSION

To: MINGO VILLARREAL

From: JUAN TORRES

Fax: 585-2375

Pages: 2 INCLUDING COVER

Phone: 585-4509

Date: May 18, 2009

Re:

CC:

Urgent For Review Please Comment Please Reply

• Comments

**FOLLOW LN IS APPROVED FOR USE
 WITH STREET THAT CONNECTS WITH
 DESPERADO SUBDV. ON THE NORTH
 SIDE.**

SEE ATTACHED PLAT.

LOT 10
BLOCK 33

FOLLOW LN

47.22' COUNTY ROAD

N.E. COR.
LOT 1
1/2" IRON ROD

DESPERADO SUB

BEING A SUBDIVISION OF 19.972 ACRES B
6, BLOCK 34, HOMEVILLE SUBDIVISION "D",

METERS AND BOUNDS

A 19.972 ACRE TRACT OF LAND BEING ALL OF 1
HOMEVILLE SUBDIVISION "D", HIDALGO COUNTY, TEXAS
MAP AND PLAT RECORDED IN VOLUME 6, PAGE 36,
COUNTY, TEXAS, AND BEING MORE PARTICULARLY IN
BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET AT THE INT
R.O.M. LINE OF TOM GILL ROAD AND THE NORTH R.O.M.
COUNTY ROAD FOR THE SOUTHEAST CORNER OF LOT
CORNER OF THIS TRACT.

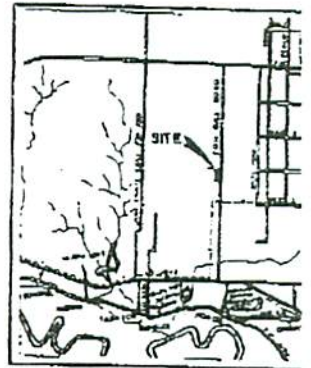
THENCE: N 81°04'18"W, ALONG THE SOUTH LINE OF
R.O.M. LINE OF SAID 47.22 FOOT COUNTY ROAD, A DIST
TO A 1/2" IRON ROD SET FOR THE SOUTHWEST CORNER
SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 08°55'42"E, ALONG THE WEST LINE OF L2
OF 1327.78 FEET TO A 1/2" IRON ROD SET ON THE S
47.22 FOOT COUNTY ROAD FOR THE NORTHWEST CORNER
NORTHWEST CORNER OF THIS TRACT.

THENCE: S 81°04'18"E, ALONG THE NORTH LINE OF
R.O.M. LINE OF SAID 47.22 FOOT COUNTY ROAD, A DIST
TO A 1/2" IRON ROD SET AT THE INTERSECTION OF THE
TOM GILL ROAD AND THE SOUTH R.O.M. LINE OF SAID 4
FOR THE NORTHEAST CORNER OF LOT 1 AND THE NORTH
TRACT.

THENCE: S 08°55'42"W, ALONG THE EAST LINE OF L
WEST R.O.M. LINE OF SAID TOM GILL ROAD, A DISTANC
THE POINT OF BEGINNING, AND CONTAINING 19.972 A
LESS.

MAPPING VALID WEST 05/23/08

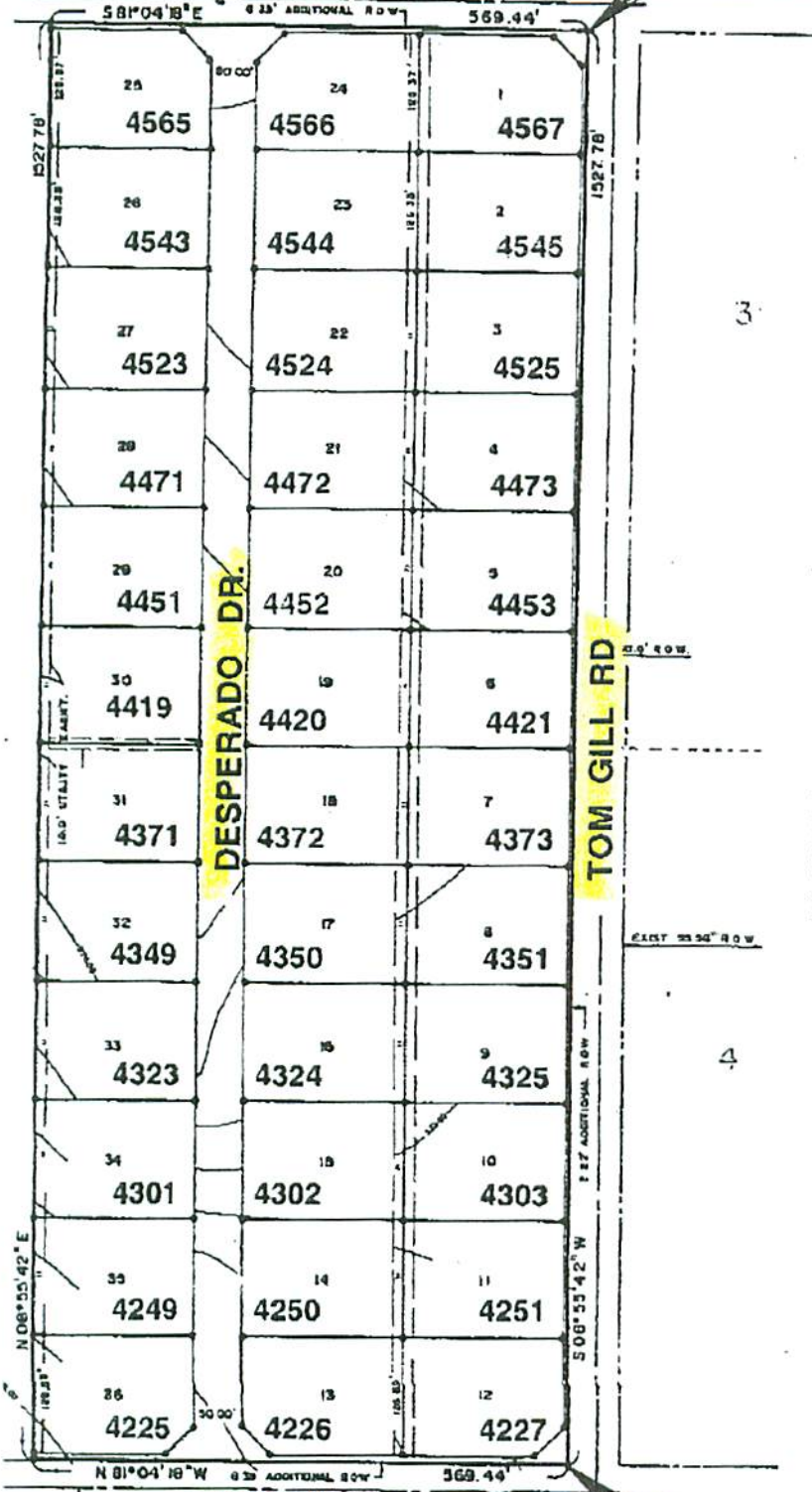


LOCATION MAP

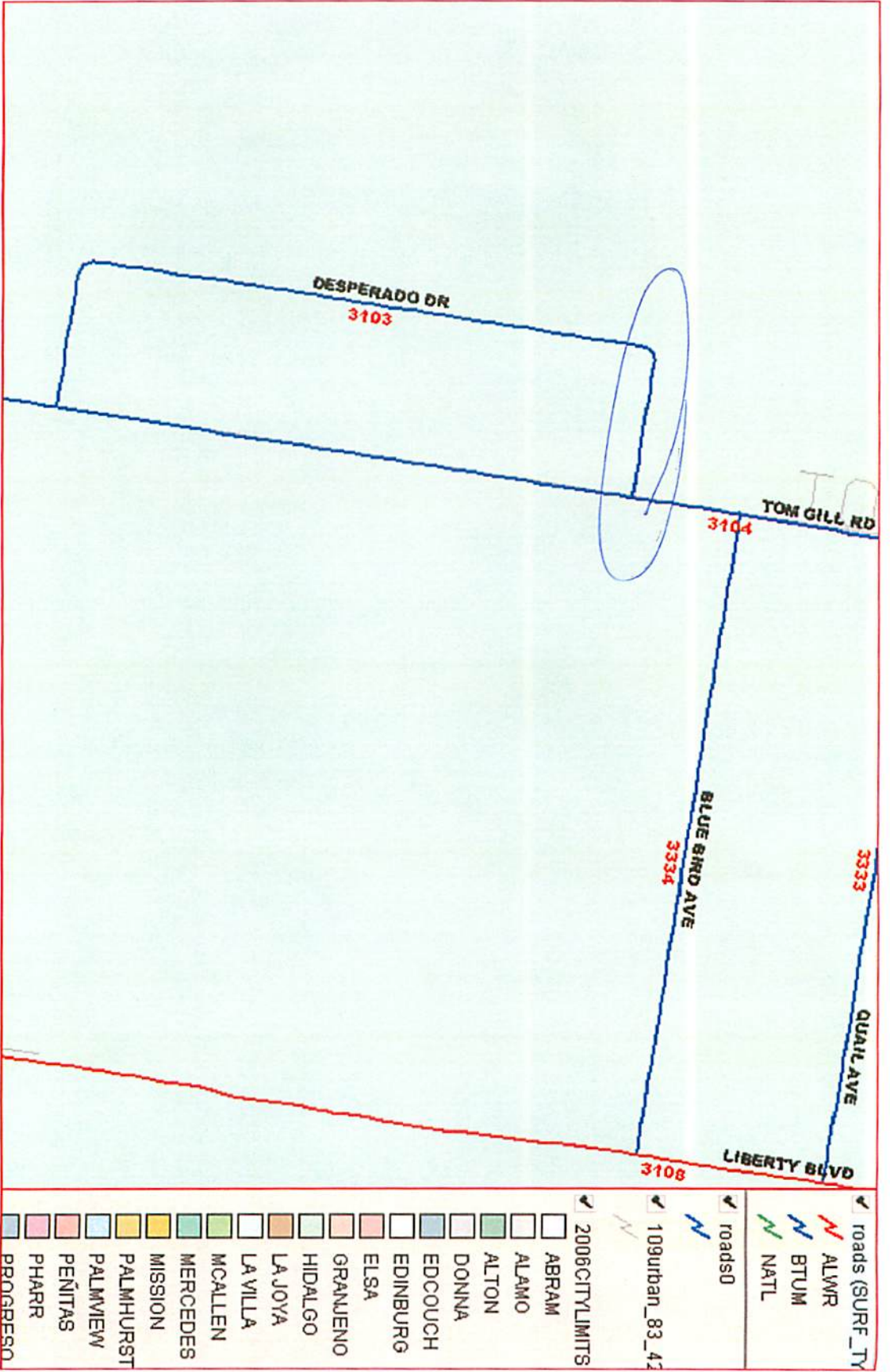
NOTES

- 1 - FLOOD ZONE DESIGNATION ZONE "C";
- 2 - AREAS OF MINIMAL FLOODING
- 3 - CPM #3033A 3/3006
- 4 - MAP REVISED NOVEMBER 14, 2006
- 5 - ONE SINGLE FAMILY DWELLING PER LOT
- 6 - CULVERTS MUST BE PROVIDED FOR DRAINAGE
- 7 - MINIMUM FINISH FLOOR ELEVATION IS ABOVE NATURAL
- 8 - MIN BLOCK SETBACK LINES
- 9 - FRONT 30.0'
- 10 - REAR 15.0'
- 11 - SIDE 6.0'
- 12 - SIDE ABUTTING STREET 15.0'
- 13 - LEGEND "B" DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE
- 14 - THERE ARE NO WATER WELLS WITHIN 133.00 FEET OF BOUNDARIES OF THIS SUBDIVISION.

P. J. ...
5/14/08



LOT 10
BLOCK 35



- roads (SURF_TY)
 - ALWR
 - BTUM
 - NATL
- roads0
- 109urban_83_42
- 2006CITYLIMITS
 - ABRAM
 - ALAMO
 - ALTON
 - DONNA
 - EDCOUCH
 - EDINBURG
 - ELSA
 - GRANUENO
 - HIDALGO
 - LA JOYA
 - LA VILLA
 - MCALLEN
 - MERCEDES
 - MISSION
 - PALMHURST
 - PALMVIEW
 - PENITAS
 - PHARR
 - PROGRESO

AI-15618

24.A.

**Texas Vine Grant - Production Record
CC REGULAR**

Date: 05/26/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Discussion, consideration and approval to submit the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

BACKGROUND

Texas VINE Annual Maintenance Grant Contract - Fiscal Year 2009 was approved by Commissioners' Court on June 03, 2008 (AI# 9557).

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:
No Budgetary Impact

ACCT. #: 9-1283-415-00-200-005-9-336
MATCHING FUNDS Y/N?:

Revenue acct #9-1283-334-10-200-005-9-000 "Texas Vine Program Revenue"

Attachments

Link: [Production Record](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)		05/22/2009 05:21 PM	PEND
2	Budget & Management	Veronica Lopez	05/21/2009 03:57 PM	APRV
3	Ivan Cantu	Ivan Cantu	05/21/2009 04:19 PM	APRV
4	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Manuel Chapa
Started On: 05/20/2009 11:34 AM
Final Approval Date: 05/22/2009



OFFICE of the ATTORNEY GENERAL
GREG ABBOTT

Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record

The purpose of this record is provide Commissioner's Court and County Officials an opportunity to provide an advisory update regarding the Texas SAVNS Program in the County. The intent is to ensure that elected officials are aware of the ongoing status of the Texas SAVNS Program in their County. It also allows the OAG to crosscheck County verifications against those of the Certified Vendor.

County:	HIDALGO	Contract Number:	0908194
----------------	----------------	-------------------------	----------------

Yes	No	County Responsibility
x		Jail records are on production and available to victims.
x		Court events are on production and available to victims.
	x	Monthly system testing is on-going, in compliance with contractual stipulations.
	x	Testing records are on file for review.
	x	County VINE Log records note all problems and resolutions.
	x	County VINEWatch reviews are conducted on a regular basis.
	x	Program Coordinator keeps a grant file.

Check 'Yes' or 'No' for each responsibility

The primary responsibility for signing this verification is the County Judge. Unchecked boxes will require an explanation in writing in the box below. The Judge may delegate the responsibility for preparing and signing the verification. A letter over the signature of the Judge must be sent to the OAG naming the person or persons authorized to sign this required document.

County Verification:



Signature

J.D. Salinas

Printed Name

Hidalgo County Judge

Title

5/19/09

Date

Explanation/Comments:

Have requested VINE watch access to perform the above mentioned testing.

***** This document must be submitted as an attachment to the invoice in order to receive payment for costs associated with Annual Maintenance. Please keep a copy in your files for monitoring purposes.**

AI-15519

24.B.1.

**BCAP Inter-departmental Transfer
CC REGULAR**

Date: 05/26/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Approval of 2009 inter-departmental transfer for Precinct #3 Border Colonia Access Program fund (1312) from La Homa Grove Estates (program 380) to Ramon Leal Subdivision (program 591) in the amount of \$14,525.60.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-380-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available balance as of 5/20/09 \$37,410.00

Attachments

Link: [Transfer 15519](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/19/2009 10:41 AM	APRV
2	Perla Lopez	Perla Lopez	05/20/2009 09:08 AM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Norma Ceballos			Started On: 05/15/2009 08:42 AM	
Final Approval Date: 05/22/2009				

INTER-DEPARTMENTAL TRANSFER

DATE: May 19, 2009

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1312-431-00-123-XXX-0-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
9-1312-431-00-123-380-0-733	La Homa Grove Estates - Drainage Ditches	(14,525.60)
TO:		
9-1312-431-00-123-591-0-733	Ramon Leal Subdivision-Drainage Ditches	\$ 13,003.16
9-1312-431-00-123-591-0-731	Ramon Leal Subdivision-Roads	\$ 1,522.44
Total Budget (Increase/Decrease)		0.00

REASON: To cover expected expenses. To Award the lowest bid.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-15663

24.B.2.

Interdept transfer from Contingency to DA for legal reference books

CC REGULAR

Date: 05/26/2009

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Roy Cazarez, DA

Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and
Management

Purchasing only: Interdepartmental
Transfers

Information

CAPTION

District Attorney (1100):

Approval of 2009 interdepartmental transfer from Countywide Contingency to District Attorney in the amount of \$4,000.00 to fund purchase of legal reference books.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-41X-00-XXX-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-412-00-080-002-0-640 \$4,000.00 to fund purchase of legal reference books. Funds available as of 5-22-09.

Attachments

Link: [DA transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	05/22/2009 04:20 PM	APRV
2	Budget & Management	Rosie Cantu	05/22/2009 04:43 PM	APRV
3	Rosalinda Cantu		05/22/2009 05:21 PM	NEW

Form Started By: Ivan Cantu

Started On: 05/22/2009 04:11
PM

Final Approval Date: 05/22/2009

DATE: May 22, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept of Budget & Mgmt for District Attorney

ACCOUNT NUMBER: 9-1100-41X-00-XXX-002-0-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			
9-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(4,000.00)
TO			
9-1100-412-00-080-002-0- 640	Crim DA-	Reference Materials	4,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: To fund purchase of legal reference books for the DA's office.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

2009
Interdepartmental Transfer



AI-15636

24.C.1.

2009 interfund for USDA Grant/Loan (1284)

CC REGULAR

Date: 05/26/2009
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: USDA Grant/Loan (1284)
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Sheriff's Office:
Approval of 2009 interfund transfer from Sheriff's Investigation (HB65) Fund (1227), Sheriff's Fed Sharing-US Treasury (1228) and the Sheriff's Fed Sharing-US Dept. of Justice (1229) into the USDA Grant Fund (1284) in the total amount of \$94,457.50.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Various
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From funds 1227, 1228 and 1229 to 1284 fund balance in the total amount of \$94,457.50 as needed for the county's portion of the USDA Grant/Loan for first responder vehicles and equipment.

Attachments

Link: [2009 Interfund for USDA Grant \(1284\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/21/2009 11:19 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/22/2009 08:22 AM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Dale Kennan Started On: 05/21/2009 10:25 AM

Final Approval Date: 05/22/2009

AI-15647

24.C.2.

TXDOT Projects - ROW Acquisition

CC REGULAR

Date: 05/26/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management

Purchasing only: Interfund Transfers

Information

CAPTION

TX DOT Projects:

a. Approval of 2009 interfund transfer from Road and Bridge Countywide (1200) to TxDOT Projects (1315) in the total of \$300,103.22 to fund right of way acquisitions.

b. Approval to pay TxDOT the proportionate share of the actual cost of acquiring right of way for the following projects:

PROJECT	LIMITS	ROW CSJ	BALANCE DUE
US 83	FM 1423 to FM 1015	0039-18-103	\$ 11,512.52
US 83	Showers to Insp. Rd.	0039-17-144	214,389.52
US 83	Hidalgo Co. Line E 0.347 Mi.	0039-01-051	2,251.75
US 281	SH 495 to Trenton Rd.	0255-08-093	4,262.46
Bus. 83	Peñitas to Showers Rd.	0039-02-056	43,011.20
Bus. 83	FM 2557 to 1st St. Donna	0039-04-101	3,421.46
Bus. 83	Showers Rd. to FM 1427	0039-02-054	19,280.03
Bus. 83	FM 1427 to US 83	0039-02-053	1,974.28
		TOTAL	\$ 300,103.22

BACKGROUND

Fiscal Impact

FISCAL YEAR: _____ **ACCT. #:** Various
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** _____
BUDGETARY IMPACT:

From fund 1200 fund balance to various TXDOT projects in the total amount of \$300,103.22.

Attachments

Link: [transfer](#)

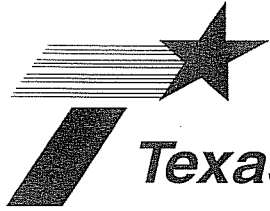
Link: [Payment Request](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	05/22/2009 08:57 AM	APRV

2	Dale Kennan	05/22/2009 05:21 PM	PEND
3	Auditor's Office	05/22/2009 05:21 PM	NEW

Form Started By: Sergio Cruz
Started On: 05/21/2009 04:58 PM
Final Approval Date: 05/22/2009



Texas Department of Transportation

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

May 4, 2009

The Honorable J.D. Salinas
Hidalgo County Judge
PO Box 1356
Edinburg, TX 78540

Attention: Ray Eufracio, County Auditor

REF: 3rd Request for Additional Funding

Dear Judge Salinas:

Our original request for additional funds was mailed 10-5-07 and a second letter was mailed on 5-29-08 (both attached); however, to date we have not received payment for the subject project. Per our contractual agreements (attached) the County is responsible for its proportionate share of the actual cost of acquiring the needed right of way.

The following is a list of projects cost breakdown.

Project	Limits	ROW CSJ	Final Obligation	Collected	Balance Due
US 83	FM 1423 to FM 1015	0039-18-103	\$ 25,867.52	\$14,355.00	\$ 11,512.52
US 83	Showers to Insp. Rd	0039-17-144	\$312,852.52	\$98,463.00	\$214,389.52
US 83	Hidalgo Co Line E 0.347 Mi.	0039-01-051	\$ 8,251.75	\$6,000.00	\$ 2,251.75
US 281	SH 495 to Trenton Rd	0255-08-093	\$ 41,324.46	\$37,062.00	\$ 4,262.46
Bus 83	Penitas to Showers Rd	0039-02-056	\$ 64,461.20	\$21,450.00	\$ 43,011.20
Bus 83	FM 2557to 1 st St. Donna	0039-04-101	\$ 12,921.46	\$ 9,500.00	\$ 3,421.46
Bus 83	Showers Rd to FM 1427	0039-02-054	\$ 32,480.03	\$13,200.00	\$ 19,280.03
Bus 83	FM 1427 to US83	0039-02-053	\$ 28,077.28	\$26,103.00	\$ 1,974.28
		Totals	\$526,236.22	\$226,133.00	\$300,103.22

**Pct. #4 Request to delete and create R&B position
CC REGULAR**

Date: 05/26/2009
Submitted By: Janie Alejos, COMM. PCT. #4
Submitted For: Janie Alejos
Department: COMM. PCT. #4
Agenda Category: Precinct #4

Information

CAPTION

Pct. #4 R&B (1204):
a. Approval to delete one (1) vacant regular full-time Office Clerk/Receptionist position, slot #052, budgeted salary \$18,640.00.
b. Approval to create one (1) regular full-time Accounts Payable Clerk position, slot #055, budgeted salary \$28,000.00.
c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Lapsed funds available as of 05/20/09.

Attachments

- Link: [A/P Clerk - Job Description](#)
- Link: [Office Clerk/Receptionist - Job Description](#)
- Link: [PAR's](#)
- Link: [Fiscal Note](#)
- Link: [Revised Salary Schedule](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Manuel Chapa	Manuel Chapa	05/20/2009 11:00 AM	APRV
2		Sylvia Solis	Sylvia Solis	05/20/2009 02:32 PM	APRV
3		Sylvia Solis	Sylvia Solis	05/20/2009 02:33 PM	APRV
4		Rosalinda Cantu	Rosie Cantu	05/20/2009 04:48 PM	APRV
5		Budget & Management	Veronica Lopez	05/21/2009 07:54 AM	APRV
6		Manuel Chapa	Manuel Chapa	05/22/2009 08:02 AM	APRV
7		Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Janie Alejos

Started On: 05/20/2009 09:49
AM

Final Approval Date: 05/22/2009

HIDALGO COUNTY ROAD & BRIDGE PAVED/UNPAVED

Job Title: Accounts Payable Clerk

FLSA Status: Non-Exempt

Dept No: 121-124

Civil Service Status: Non-Exempt

SUMMARY:

Responsible for the Precinct's budget, processing of requisitions, obtaining purchase Orders, reviewing and processing invoices, maintaining proper ledgers and must be familiar with Hidalgo County Purchasing policies and procedures along with working knowledge of Sage software.

Good communication skills are a must. Applicant will be working closely with the Hidalgo County Purchasing and Auditor's Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Prepares and verifies purchase orders and requisitions for payment of bills.
- Posts receipt and/or disbursements to appropriate ledger(s), journals, and /or reports that insures that accounts balance.
- Prepares reports at regular intervals reflecting disbursements and /or receipts by category and /or projects.
- Gathers financial and statistical data and prepares reports of program activities.
- Responds to inquires about the department or division, especially related to financial transactions, from persons visiting the office, calling on the telephone or writing to request information.
- Enters financial and other data on computer terminal and balances source data to computer printouts.
- Must type minimum of 40 w.p.m.
- Undertakes special accounting projects and prepares special reports as assigned.
- Creates and maintains necessary manual and computerized files and filing system.
- Depending upon the department or division to which assigned, performs and combination of the following duties: secures documents, money and checks and may be responsible for cash received, identifies errors and makes necessary corrections.
- Prepares, maintains and verifies records and reports for mileage, fuel usage or other data.
- Answer telephone, responds to inquiries, refers caller to appropriate party or takes messages, or serves as back-up for receptionist.
- May maintain and inventory of supplies and equipment and orders replacements as needed to insure adequate stock.
- Compiles budgetary estimates and allotments and prepares budget worksheet on receipts and expenditures.
- Performs such other duties as may be assigned.
- 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 duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or general education degree (GED); including or supplemented by bookkeeping or accounting courses; plus five years clerical and/or secretarial experience, at least two years of which involved bookkeeping and/or accounting directly with Sage program.
- Any equivalent combination of experience and training which provides the required knowledge skills and abilities.

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 or demonstrated ability to learn to operate a computer, calculator, cash register, facsimile and telephone.
- Good knowledge of generally accepted accounting principles relating to single or double entry accounting systems and financial reports.
- Ability to work quickly and accurately with numbers and maintain neat, well-organized records.
- Ability to operate a 10-key calculator by touch.
- Ability to exercise judgment regarding release of confidential information.
- Ability to use standard word processing, data inquiry and spreadsheet programs.
- Ability to establish and maintain effective working relationships with other county employees, officials and the general public.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively before groups of customers or employees of organization.
- Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume.
- Ability to apply concepts of basic algebra and geometry.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Must have the ability to operate personal computer and other office equipment.
- Must be knowledgeable in computer accounting.
- 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;
- 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 PRECINCT #4

Job Title: Office Clerk/Receptionist

FLSA: Non-Exempt

Dept No:

Civil Service: Non-Exempt

SUMMARY:

Answers telephone, performs light clerical duties, greets and routes walk-ins.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Answers telephones and directs phone calls to appropriate staff member; takes messages as required.
- Greets visitors and directs them to proper location.
- Maintains daily activity log.
- Performs light clerical work such as typing, filing and envelope stuffing.
- May be required to attend meetings from time to time and work extra work hours as deemed necessary.
- May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock.
- Regular attendance is a must; **must be willing to work a 10-hour shift (hours may vary).**
- 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 duties and responsibilities;

EDUCATION and/or EXPERIENCE:

- High school diploma or GED.
- Should have experience as a receptionist, strong telephone skills and log-keeping.

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.
- Ability to use office equipment, such as computer terminal, copier, calculator, fax machine and multi-extension telephone.
- Bilingual (Spanish and English) with the ability to converse in both languages, preferred.
- Knowledge of personal computer and software.
- May be required to utilize personal automobile on office related business.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

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

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: HIDALGO COUNTY PCT. #4

DATE: 5/20/09

CURRENT POSITION TITLE: *n/a*

CURRENT SLOT #: *0055*

REQUESTED POSITION TITLE: ACCOUNTS PAYABLE CLERK
(For new positions or reclassifications)

REQUEST FOR:

- New Position
- Temporary Position
- Position Reclassification*
- Other

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

POSITION SALARY REQUEST:

Salary Amount: \$ 0 Current Budgeted Salary \$ \$28,000 Proposed Budgeted Salary \$ _____ Net Change

Position to be funded from one of the following

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

Other (9-1204-431-00 124-007-0-890) 2009 R&B OTHER; *Partial funding from Deleted Clerk position.*

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____
 Full Time Temporary Object 121 Part Time Temporary Object 122 \$ _____
 Enter hourly rate for temp positions
 Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:		FLSA:		
Exempt	<input type="checkbox"/>	Exempt	<input type="checkbox"/>	
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>	
N/A	<input type="checkbox"/>			

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

THE PRECINCT NEEDS ADDITION HELP WITH ACCOUNTS PAYABLE.

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

SEE ATTACHED JOB DESCRIPTION

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	<u>C. J. ...</u> DEPARTMENT HEAD	<u>5/2/05</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	_____ HUMAN RESOURCES DIRECTOR	_____ DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.	_____ DEPARTMENT OF BUDGET & MANAGEMENT	_____ DATE	BUDGET PROCEDURES COMPLETED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.	_____ COMMISSIONERS COURT APPROVAL	_____ DATE			



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY PCT #4

DATE: 5/20/09

CURRENT POSITION TITLE: OFFICE CLERK / RECEPTIONIST

CURRENT SLOT. #: 007-0052

REQUESTED POSITION TITLE: *n/a*
 (For new positions or reclassifications)

REQUEST FOR:

- New Position
 Temporary Position
 Position Reclasification*
 Other DELETE POSITION

*Civil Service Positions are submitted to the Civil Service Commission

POSITION SALARY REQUEST:

Salary Amount \$ 18640 \$ 0 \$ -18640
 Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following

- Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds
 Other *Surplus of funds will be made available.*

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 <input type="checkbox"/>	Exempt <input type="checkbox"/>			
Non Exempt <input checked="" type="checkbox"/>	Non-Exempt <input checked="" type="checkbox"/>			
N/A <input type="checkbox"/>				

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

THE PRECINCT HAS GREATER NEED FOR TRAINED ACCOUNTS PAYABLE CLERK HENCE WE ARE PROPOSING TO DELETE SAID POSITION AND CREATE AN UPGRADED ACCTS PAYABLE CLERK POSITION

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

SEE ATTACHED JOB DESCRIPTION

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	<u>Q. K. Danga</u> DEPARTMENT HEAD	<u>5/22/10</u> DATE	FUNDING AVAILABLE IN DEPT BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	_____ HUMAN RESOURCES DIRECTOR	_____ DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.	_____ DEPARTMENT OF BUDGET & MANAGEMENT	_____ DATE	BUDGET PROCEDURES COMPLETED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.	_____ COMMISSIONERS COURT APPROVAL	_____ DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, May 26, 2009

Agenda Item: 15610

Summary of request/proposal:

Pct. 4 P/U Rd department is requesting approval to delete one (1) vacant regular full-time Office Clerk/Receptionist position, slot #052, budgeted salary \$18,640.00 and create one (1) regular full-time Accounts Payable Clerk position, slot #055, budgeted salary \$28,000.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1204	OFFICE CLERK/RECEPTIONIST	0052	113	18,640.00	0.00	(18,640.00)
1204	ACCOUNTS PAYABLE CLERK	0055	113	0.00	28,000.00	28,000.00
				18,640.00	28,000.00	9,360.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1204-431-00-124-007-0-	113	PCT. 4 P/U RD - REG F/T EMPLOYEES	\$5,666.21
9-1204-431-00-124-007-0-	211	PCT. 4 P/U RD - HEALTH INSURANCE	-
9-1204-431-00-124-007-0-	212	PCT. 4 P/U RD - LIFE INSURANCE	-
9-1204-431-00-124-007-0-	220	PCT. 4 P/U RD - FICA	\$433.46
9-1204-431-00-124-007-0-	230	PCT. 4 P/U RD - RETIREMENT	\$511.09
9-1204-431-00-124-007-0-	250	PCT. 4 P/U RD - UNEMPLOYMENT COMP	\$28.33
9-1204-431-00-124-007-0-	260	PCT. 4 P/U RD - WORKER'S COMP	\$11.33
		2009 Budgetary Impact	\$6,650.42

2010 Budgetary Impact: \$10,985.83

Possible Funding Sources: Pct. 4 P/U (R&B) Rd Funds

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

9-1204-431-00-124-007-0-

AI - 15610

Pct.4 Paved/Unpaved Rd.

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	EXECUTIVE ASST	60,992.00	0.00	60,992.00	0.05	3,049.60	0.00	64,041.60	64,042.00	1,620.00	0.00	0.00	0.00	0.00	65,662.00
0002	113	FIELD/OP DIR	46,587.00	0.00	46,587.00	0.05	2,329.00	0.00	48,916.00	48,916.00	557.21	0.00	0.00	0.00	0.00	49,529.00
0003	113	SP/PROJ COORD	45,326.00	0.00	45,326.00	0.05	2,266.00	0.00	47,592.00	47,592.00	1,027.61	0.00	0.00	0.00	0.00	48,620.00
0004	113	A/P CLERK	40,408.00	0.00	40,408.00	0.05	2,020.00	0.00	42,428.00	42,428.00	1,337.28	0.00	0.00	0.00	0.00	43,765.00
0005	113	HEAVY EQ OP III	36,386.00	0.00	36,386.00	0.05	1,819.30	0.00	38,205.30	38,205.00	1,500.00	0.00	0.00	0.00	0.00	39,705.00
0006	113	CHIEF ADMINISTRATOR	34,400.00	0.00	34,400.00	0.05	1,720.00	0.00	36,120.00	36,120.00	853.98	0.00	0.00	0.00	0.00	36,974.00
0007	113	HEAVY EQ OP III	40,560.00	0.00	40,560.00	0.05	2,028.00	0.00	42,588.00	42,588.00	480.00	0.00	0.00	0.00	0.00	43,068.00
0008	113	HEAVY EQ OP III	35,866.00	0.00	35,866.00	0.05	1,793.30	0.00	37,659.30	37,659.00	900.00	0.00	0.00	0.00	0.00	38,559.00
0009	113	MECHANIC III	32,793.00	0.00	32,793.00	0.05	1,640.00	0.00	34,433.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0010	113	HEAVY EQ OP II	31,273.00	0.00	31,273.00	0.05	1,563.65	0.00	32,836.65	32,837.00	1,380.00	0.00	0.00	0.00	0.00	34,217.00
0011	113	MECHANIC II	27,712.00	0.00	27,712.00	0.05	1,386.00	614.00	29,712.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0012	113	TRCK DRVER III	27,615.00	0.00	27,615.00	0.05	1,380.75	619.25	29,615.00	29,615.00	0.00	0.00	0.00	0.00	0.00	29,615.00
0013	113	TRCK DRVER III	27,615.00	0.00	27,615.00	0.05	1,380.75	619.25	29,615.00	29,615.00	600.00	0.00	0.00	0.00	0.00	30,215.00
0014	113	TRCK DRVER III	27,615.00	0.00	27,615.00	0.05	1,380.75	619.25	29,615.00	29,615.00	960.00	0.00	0.00	0.00	0.00	30,575.00
0015	113	CLERK/RECEPTIONIST	27,242.00	0.00	27,242.00	0.05	1,362.10	637.90	29,242.00	29,242.00	360.00	0.00	0.00	0.00	0.00	29,602.00
0016	113	TRCK DRIVER II	26,812.00	0.00	26,812.00	0.05	1,341.00	659.00	28,812.00	28,812.00	0.00	0.00	0.00	0.00	0.00	28,812.00
0017	113	TRF SA/SPC III	26,771.00	0.00	26,771.00	0.05	1,338.55	661.45	28,771.00	28,771.00	0.00	0.00	0.00	0.00	0.00	28,771.00
0018	113	TRCK DRVER III	26,529.00	0.00	26,529.00	0.05	1,326.45	673.55	28,529.00	28,529.00	0.00	0.00	0.00	0.00	0.00	28,529.00
0019	113	HEAVY EQ OP I	26,487.00	0.00	26,487.00	0.05	1,324.35	675.65	28,487.00	28,487.00	480.00	0.00	0.00	0.00	0.00	28,967.00
0020	113	HEAVY EQ OP II	26,398.00	0.00	26,398.00	0.05	1,319.90	680.10	28,398.00	28,398.00	480.00	0.00	0.00	0.00	0.00	28,878.00
0021	113	TRCK DRVER III	26,320.00	0.00	26,320.00	0.05	1,316.00	684.00	28,320.00	28,320.00	0.00	0.00	0.00	0.00	0.00	28,320.00
0022	113	HEAVY EQ OP II	26,140.00	0.00	26,140.00	0.05	1,307.00	693.00	28,140.00	28,140.00	900.00	0.00	0.00	0.00	0.00	29,040.00
0023	113	HEAVY EQ OP II	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	480.00	0.00	0.00	0.00	0.00	28,186.00
0024	113	HEAVY EQ OP II	28,294.00	0.00	28,294.00	0.05	1,414.70	585.30	30,294.00	30,294.00	0.00	0.00	0.00	0.00	0.00	30,294.00
0025	113	MAINTENANCE III	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	840.00	0.00	0.00	0.00	0.00	28,546.00
0026	113	MECHANIC I	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	420.00	0.00	0.00	0.00	0.00	28,126.00
0027	113	TIRE REPAIR	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	0.00	0.00	0.00	0.00	0.00	27,706.00
0028	113	HEAVY EQ OP II	25,413.00	0.00	25,413.00	0.05	1,271.00	729.00	27,413.00	27,413.00	1,020.00	0.00	0.00	0.00	0.00	28,433.00
0029	113	HEAVY EQ OP II	24,090.00	0.00	24,090.00	0.05	1,204.00	796.00	26,090.00	26,090.00	360.00	0.00	0.00	0.00	0.00	26,450.00
0030	113	HEAVY EQ OP II	23,647.00	0.00	23,647.00	0.05	1,182.35	817.65	25,647.00	25,647.00	360.00	0.00	0.00	0.00	0.00	26,007.00

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

9-1204-431-00-124-007-0-

AI - 15610

Pct.4 Paved/Unpaved Rd.

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0031	113	MAINTENANCE II	23,556.00	0.00	23,556.00	0.05	1,177.80	822.20	25,556.00	25,556.00	480.00	0.00	0.00	0.00	0.00	26,036.00
0032	113	HEAVY EQ OP II	22,829.00	0.00	22,829.00	0.05	1,141.45	858.55	24,829.00	24,829.00	480.00	0.00	0.00	0.00	0.00	25,309.00
0034	113	HEAVY EQ OP I	22,829.00	0.00	22,829.00	0.05	1,141.45	858.55	24,829.00	24,829.00	0.00	0.00	0.00	0.00	0.00	24,829.00
0035	113	HEAVY EQ OP II	21,808.00	0.00	21,808.00	0.05	1,090.00	910.00	23,808.00	23,808.00	0.00	0.00	0.00	0.00	0.00	23,808.00
0036	113	HEAVY EQ OP II	24,308.00	0.00	24,308.00	0.05	1,215.40	784.60	26,308.00	26,308.00	0.00	0.00	0.00	0.00	0.00	26,308.00
0037	113	MAINTENANCE I	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0038	113	MAINTENANCE I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0039	113	MAINTENANCE II	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0040	113	MAINTENANCE II	22,845.00	0.00	22,845.00	0.05	1,142.25	857.75	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0041	113	MAINTENANCE II	22,845.00	0.00	22,845.00	0.05	1,142.00	858.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0042	113	HEAVY EQ OP I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0043	113	MAINTENANCE I	22,845.00	0.00	22,845.00	0.05	1,142.25	857.75	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0044	113	MAINTENANCE I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0045	113	HEAVY EQ OP II	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0046	113	HEAVY EQ OP I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0047	113	HEAVY EQ OP II	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0048	113	TRAFFIC SAFETY SPECIALIST II / MAINTEN	23,741.00	0.00	23,741.00	0.05	1,187.05	812.95	25,741.00	25,741.00	840.00	0.00	0.00	0.00	0.00	26,581.00
0049	113	TRAFFIC SAFETY SPECIALIST II / MAINTEN	23,741.00	0.00	23,741.00	0.05	1,187.05	812.95	25,741.00	25,741.00	0.00	0.00	0.00	0.00	0.00	25,741.00
0050	114	CUSTODIAN	15,023.00	0.00	15,023.00	0.05	751.15	0.00	15,774.15	15,774.15	0.00	0.00	0.00	0.00	0.00	15,774.00
0051	113	HEAVY EQUIPMENT OPERATOR II	25,329.00	0.00	25,329.00	0.05	1,266.45	733.55	27,329.00	27,329.00	0.00	0.00	0.00	0.00	0.00	27,329.00
0052	113	OFFICE CLERK/RECEPTIONIST	16,640.00	0.00	16,640.00	0.05	832.00	1,168.00	18,640.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
A053	113	PLANNING ADMINISTRATOR	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	53,408.00	0.00	0.00	53,408.00
0054	113	DIESEL MECHANIC	0.00	42,000.00	42,000.00	0	0.00	0.00	42,000.00	42,000.00	720.00	0.00	0.00	0.00	0.00	42,720.00
0055	113	ACCOUNTS PAYABLE CLERK	0.00	28,000.00	28,000.00	0	0.00	0.00	28,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			1,383,214.00	42,000.00	1,425,214.00		69,158.50	31,821.50	1,526,194.00	1,439,704.00	19,436.08	0.00	53,408.00	0.00	0.00	1,512,604.00

Approval to delete one (1) vacant regular full-time Office Clerk/Receptionist position, slot #052, budgeted salary \$18,640.00 and create one (1) regular full-time Accounts Payable Clerk position, slot #055, budgeted salary \$28,000.00. Pending CC approval.

AI-15659

24.D.2.

Co. Clerk Record Archive - Temporary positions extension/creation
CC REGULAR

Date: 05/26/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Annette Muniz
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Co. Clerk Record Archive (1100):

A. Approval to extend four (4) temporary full-time Deputy Clerk positions, slot #'s T001, T002, T003, and T004, budgeted salary \$10.00 per hour, positions not to exceed six months and/or 12/31/2009.

B. Approval to create one (1) temporary full-time Deputy Clerk position, slot # T009, budgeted salary \$10.00 per hour, position not to exceed six months and/or 12/31/2009.

C. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-40-180-002-0-121

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds are available as of 05/22/09.

Attachments

Link: [Fiscal Note](#)

Link: [Revised salary schedule](#)

Link: [PARs](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/22/2009 05:01 PM	APRV
2	Budget & Management	Rosie Cantu	05/22/2009 05:12 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Sylvia Solis

Started On: 05/22/2009 01:41 PM

Final Approval Date: 05/22/2009

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, May 26, 2009

Agenda Item: 15659

Summary of request/proposal:

Co Clerk Record Archive department is requesting approval to extend four (4) temporary full-time Deputy Clerk positions, slot #'s T001, T002, T003, and T004, budgeted salary \$10.00 per hour; and also create one (1) temporary full-time Deputy Clerk position, slot # T009, budgeted salary \$10.00 per hour, position not to exceed six months and/or 12/31/2009.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Deputy Clerk	0001	121	0.00	20,800.00	20,800.00
1100	Deputy Clerk	0002	121	0.00	20,800.00	20,800.00
1100	Deputy Clerk	0003	121	0.00	20,800.00	20,800.00
1100	Deputy Clerk	0004	121	0.00	20,800.00	20,800.00
1100	Deputy Clerk	0009	121	0.00	20,800.00	20,800.00
				0.00	104,000.00	104,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-415-40-180-002-0	121	CO CLERK REC. ARCHIVE - TEMP F/T EMPLOYEES	\$52,597.70
9-1100-415-40-180-002-0	211	CO CLERK REC. ARCHIVE - HEALTH INSURANCE	
9-1100-415-40-180-002-0	212	CO CLERK REC. ARCHIVE - LIFE INSURANCE	
9-1100-415-40-180-002-0	220	CO CLERK REC. ARCHIVE - FICA	\$4,023.72
9-1100-415-40-180-002-0	230	CO CLERK REC. ARCHIVE - RETIREMENT	
9-1100-415-40-180-002-0	250	CO CLERK REC. ARCHIVE - UNEMPLOYMENT COMP	\$262.99
9-1100-415-40-180-002-0	260	CO CLERK REC. ARCHIVE - WORKER'S COMP	\$105.20
		2009 Budgetary Impact	\$56,989.61

2010 Budgetary Impact: \$0.00

Possible Funding Sources: Co Clerk Record Archive Funds

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1100-415-40-180-002-0-
CO. CLERK RECORD ARCHIVE

AI - 15659

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
T001	121	DEPUTY CLERK	20,800.00	0.00	20,800.00	0	0.00	0.00	20,800.00	20,800.00	0.00	0.00	0.00	0.00	0.00	20,800.00
T002	121	DEPUTY CLERK	20,800.00	0.00	20,800.00	0	0.00	0.00	20,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T003	121	DEPUTY CLERK	20,800.00	0.00	20,800.00	0	0.00	0.00	20,800.00	20,800.00	0.00	0.00	0.00	0.00	0.00	20,800.00
T004	121	DEPUTY CLERK	20,800.00	0.00	20,800.00	0	0.00	0.00	20,800.00	20,800.00	0.00	0.00	0.00	0.00	0.00	20,800.00
005	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
006	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
007	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00
008	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00
T009	113	DEPUTY CLERK	0.00	20,800.00	20,800.00	0	0.00	0.00	20,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			183,200.00	0.00	183,200.00		5,000.00	3,000.00	191,200.00	166,400.00	0.00	0.00	0.00	0.00	0.00	166,400.00

Approval to extend four (4) temporary full-time Deputy Clerk positions, slot #'s T001, T002, T003, and T004, budgeted salary \$10.00 per hour; and also create one (1) temporary full-time Deputy Clerk position, slot # T009, budgeted salary \$10.00 per hour, position not to exceed six months and/or 12/31/2009. Pending CC Approval.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: COUNTY CLERK RECORD ARCHIVE (180-002)

DATE: May 22, 2009

CURRENT POSITION TITLE: DEPUTY CLERK-TEMP

CURRENT SLOT. #: T001, T002, T003 and T004

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other 6 MONTHS EXTENSION

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

POSITION SALARY REQUEST:

Salary Amount: \$ 0.00 Current Budgeted Salary \$ 20,800.00 x 4 Proposed Budgeted Salary \$ 83,200.00 Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other Position is for six (6) months only. Salaries will be prorated accordingly.

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114

Full Time Temporary Object 121 Part Time Temporary Object 122 \$ 10.00 * 2,080 = \$20,800.00
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

07/01/09 12/31/09 8 - 5 MON. - FRI. 40 hrs 6 months / 12/31/2009
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)

EMPLOYEES ARE ASSIGNED TO WAREHOUSE - COMPLETEING INVENTORY OF FILES AND PREPEARING FOR 2ND PHASE - DESTRUCTION OF RECORDS AS ALLOWED BY STATE LIBRARY OF ARCHIVES



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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	5/22/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	5/22/09 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: COUNTY CLERK RECORD ARCHIVE (180-002)

DATE: May 22, 2009

CURRENT POSITION TITLE: N/A

CURRENT SLOT #: T009

REQUESTED POSITION TITLE: DEPUTY CLERK
(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 \$ 20,800.00 Proposed Budgeted Salary \$ 20,800.00 Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds
 Other County Clerk Archive Account

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114
Full Time Temporary Object 121 Part Time Temporary Object 122 \$ 10.00 * 2,080 = \$20,800.00
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

07/01/09 12/31/09 8 - 5 / Mon. - Fri. 40 hrs. 6 months / 12/31/2009
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)

ADDITIONAL SUPPORT FOR RECORDS MANagements PROJECT

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

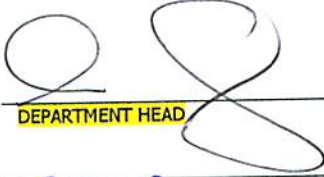
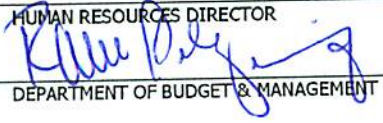
INVENTORY OF FILES, FILING DOCUMENTATION, SCANNING RECORDS

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | |
|----|---|-----------------|-----------------------------------|---|
| 1. | 
DEPARTMENT HEAD | 5/22/09
DATE | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3. | 
DEPARTMENT OF BUDGET & MANAGEMENT | 5/22/09
DATE | BUDGET PROCEDURES COMPLETED | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | |

AI-15662

24.D.3.

**Request for two (2) Temporary full-time Office Clerk Positions
CC REGULAR**

Date: 05/26/2009

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: Commissioner Precinct No. 3

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Pct #3: (1203)

1. Approval to create two (2) temporary full-time Office Clerk positions, slot no.'s T070 and T071, budgeted salary \$9.00 per hour. Positions not to exceed six (6) months.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding pending CC approval.

Attachments

Link: [Fiscal Note](#)

Link: [PAR](#)

Link: [Job Description](#)

Link: [Revised Salary Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	05/22/2009 05:07 PM	APRV
2	Budget & Management	Rosie Cantu	05/22/2009 05:12 PM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Rosie Cantu			Started On: 05/22/2009 04:05 PM	
Final Approval Date: 05/22/2009				

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, May 26, 2009

Agenda Item: 15662

Summary of request/proposal:

Approval to create two (2) temporary full-time Office Clerk positions, slot no.'s T070 and T071, budgeted salary \$9.00 per hour. Positions not to exceed six (6) months.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1203	OFFICE CLERK	T070	121	0.00	18,720.00	18,720.00
1203	OFFICE CLERK	T071	121	0.00	18,720.00	18,720.00
				0.00	37,440.00	37,440.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1203-431-00-123-005-0-	121	PCT.3 P/U RD - TEMP F/T EMPLOYEES	\$19,078.62
9-1203-431-00-123-005-0-	211	PCT.3 P/U RD - HEALTH INSURANCE	
9-1203-431-00-123-005-0-	212	PCT.3 P/U RD - LIFE INSURANCE	
9-1203-431-00-123-005-0-	220	PCT.3 P/U RD - FICA	\$1,459.51
9-1203-431-00-123-005-0-	230	PCT.3 P/U RD - RETIREMENT	
9-1203-431-00-123-005-0-	250	PCT.3 P/U RD - UNEMPLOYMENT COMP	\$95.39
9-1203-431-00-123-005-0-	260	PCT.3 P/U RD - WORKER'S COMP	\$38.16
		2009 Budgetary Impact	\$20,671.68

2010 Budgetary Impact: \$0.00

Possible Funding Sources: WITHIN DEPT BUDGET

Budget Office Recommendation:

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



Answers telephone, performs light clerical duties, greets and routes walk-ins clients.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|---|---------|-----------------------------------|---|-----------------------------|
| 1. |  | DATE | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT HEAD | | | | |
| 2. | | DATE | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | HUMAN RESOURCES DIRECTOR | | | | |
| 3. |  | 5/22/09 | BUDGET PROCEDURES COMPLETED | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Hidalgo County Precinct #3/123

DATE: Enter Date
May 21, 2009

CURRENT POSITION TITLE: Enter position Title
N/A

CURRENT SLOT #: Enter current
005-070, 005-071

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
Office Clerk (2) Positions (Temporary)

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other _____

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

POSITION SALARY REQUEST:

Salary Amount: \$ -0- Current Budgeted Salary \$ 18,720.00/yr. x 2 Proposed Budgeted Salary \$ 37,440.00 Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds
 Other _____

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 9.00 hourly
Full Time Temporary Object 121 Part Time Temporary Object 122 \$ 18,720.00 annually
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date _____ End Date _____ Mon-Fri. 8 hours daily Working Days & Hours 40 Hours Per Week 6 months Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE: *pc* Exempt FLSA: Exempt
Non-Exempt Non-Exempt

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

Office employees are scheduled to take summer vacation and in need of temporary help.

- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred;
- Knowledge of personal computer and software;
- May be required to utilize personal automobile on office related business;

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 ROAD & BRIDGE PAVED/UNPAVED

Job Title:	Office Clerk	FLSA Status:	Non-Exempt
Dept No:	123	Civil Service Status:	Exempt

SUMMARY:

Answers telephone, performs light clerical duties, greets and routes walk-ins clients.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Answers telephones and directs phone calls to appropriate staff member; takes messages as required;
- Greets visitors and directs them to proper location;
- Maintains daily activity log sheets;
- Performs light clerical work such as typing, filing and envelope stuffing;
- May be required to attend meetings from time to time and work extra work hours as deemed necessary;
- May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock;
- 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 duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or GED;
- Should have experience as a receptionist, strong telephone skills and log-keeping;

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

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;
- Ability to use office equipment, such as computer terminal, copier, calculator, fax machine and multi-extension telephone;

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1203-431-00-123-005-0

AI - 15662

PCT.3 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	\$80,340.00	\$0.00	\$80,340.00	0.05	\$4,017.00	\$0.00	\$84,357.00	\$84,357.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,657.00
0002	113	COORDINATOR	\$77,126.00	\$0.00	\$77,126.00	0.05	\$3,856.00	\$0.00	\$80,982.00	\$80,982.00	\$1,209.59	\$0.00	\$0.00	\$0.00	\$0.00	\$82,192.00
0003	113	EXECUTIVE ASSISTANT	\$59,987.00	\$0.00	\$59,987.00	0.05	\$2,999.00	\$0.00	\$62,986.00	\$62,986.00	\$501.50	\$0.00	\$0.00	\$0.00	\$0.00	\$63,488.00
0004	113	FIELD OPERATIONS DIRECTOR	\$57,845.00	\$0.00	\$57,845.00	0.05	\$2,892.00	\$0.00	\$60,737.00	\$60,737.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,577.00
0005	113	ASSISTANT FIELD/OPERATIONS DIRECTOR	\$49,275.00	\$2,725.00	\$52,000.00	0.05	\$2,600.00	\$0.00	\$54,600.00	\$54,600.00	\$377.90	\$0.00	\$0.00	\$0.00	\$0.00	\$54,978.00
0006	113	ASSISTANT FIELD/OPERATIONS DIRECTOR	\$49,275.00	\$0.00	\$49,275.00	0.05	\$2,464.00	\$0.00	\$51,739.00	\$51,739.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,739.00
0007	113	ADMINISTRATIVE AIDE	\$43,279.00	\$0.00	\$43,279.00	0.05	\$2,164.00	\$0.00	\$45,443.00	\$45,443.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,443.00
0008	113	PAVING SUPERVISOR	\$41,298.00	\$0.00	\$41,298.00	0.05	\$2,065.00	\$0.00	\$43,363.00	\$43,363.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,783.00
0009	113	COMMUNITY LIAISON	\$39,125.00	\$0.00	\$39,125.00	0.05	\$1,956.00	\$0.00	\$41,081.00	\$41,081.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,081.00
0010	113	MECHANIC III	\$36,802.00	\$3,198.00	\$40,000.00	0.05	\$2,000.00	\$0.00	\$42,000.00	\$42,000.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,540.00
0011	113	MAINTENANCE III	\$33,306.00	\$2,694.00	\$36,000.00	0.05	\$1,800.00	\$0.00	\$37,800.00	\$37,800.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,220.00
0012	113	HUMAN RESOURCES SPECIALIST	\$32,604.00	\$0.00	\$32,604.00	0.05	\$1,630.00	\$0.00	\$34,234.00	\$34,234.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,234.00
0013	113	HEAVY EQUIPMENT OPERATOR III	\$31,086.00	\$914.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,600.00
0014	113	HEAVY EQUIPMENT OPERATOR III	\$31,086.00	\$914.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,380.00
0015	113	HEAVY EQUIPMENT OPERATOR III	\$31,086.00	\$914.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,740.00
0016	113	HEAVY EQUIPMENT OPERATOR II	\$28,865.00	\$3,135.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,260.00
0017	113	HEAVY EQUIPMENT OPERATOR II	\$28,865.00	\$3,135.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,900.00
0018	113	HEAVY EQUIPMENT OPERATOR II	\$28,865.00	\$3,135.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,600.00
0019	113	HEAVY EQUIPMENT OPERATOR II	\$28,865.00	\$3,135.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,440.00
0020	113	HEAVY EQUIPMENT OPERATOR II	\$28,865.00	\$3,135.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,080.00
0021	113	HEAVY EQUIPMENT OPERATOR III	\$28,865.00	(\$2,865.00)	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0022	113	HEAVY EQUIPMENT OPERATOR III	\$28,865.00	\$3,135.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,600.00
0023	113	TRUCK DRIVER II	\$28,865.00	\$1,135.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0024	113	MAINTENANCE III	\$28,310.00	\$5,690.00	\$34,000.00	0.05	\$1,700.00	\$0.00	\$35,700.00	\$35,700.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,120.00
0025	113	HEAVY EQUIPMENT OPERATOR III	\$27,852.00	\$0.00	\$27,852.00	0.05	\$1,393.00	\$607.00	\$29,852.00	\$29,852.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,512.00
0026	113	TRUCK DRIVER II	\$27,756.00	\$2,244.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,600.00
0027	113	TRUCK DRIVER II	\$27,200.00	\$2,800.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,300.00
0028	113	HEAVY EQUIPMENT OPERATOR III	\$27,041.00	(\$1,041.00)	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0029	113	OFFICE CLERK	\$27,040.00	\$0.00	\$27,040.00	0.05	\$1,352.00	\$648.00	\$29,040.00	\$29,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,040.00
0030	113	MECHANIC II	\$26,796.00	\$0.00	\$26,796.00	0.05	\$1,340.00	\$660.00	\$28,796.00	\$28,796.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,796.00
0031	113	INVOICE CLERK	\$26,645.00	\$0.00	\$26,645.00	0.05	\$1,332.00	\$507.00	\$28,484.00	\$28,484.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,484.00
0032	113	TRCK DRIVER II	\$25,706.00	\$4,294.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0033	113	TRCK DRIVER III	\$25,706.00	\$4,294.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0034	113	TRCK DRIVER II	\$25,706.00	\$4,294.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,540.00
0035	113	TRCK DRIVER II	\$25,706.00	\$4,294.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,540.00
0036	113	TRCK DRIVER III	\$25,706.00	\$4,294.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,780.00
0037	113	MAINTENANCE II	\$25,706.00	\$660.00	\$26,366.00	0.05	\$1,318.00	\$682.00	\$28,366.00	\$28,366.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,086.00
0038	113	MAINTENANCE II	\$25,706.00	\$480.00	\$26,186.00	0.05	\$1,309.00	\$691.00	\$28,186.00	\$28,186.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,726.00

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1203-431-00-123-005-0

AI - 15662

PCT.3 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0039	113	TRUCK DRIVER I	\$25,706.00	\$6,294.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,140.00
0040	113	MAINTENANCE I	\$25,706.00	\$2,294.00	\$28,000.00	0.05	\$1,400.00	\$600.00	\$30,000.00	\$30,000.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,300.00
0041	113	TRAFFIC SAFETY SPECIALIST II	\$25,516.00	\$600.00	\$26,116.00	0.05	\$1,306.00	\$694.00	\$28,116.00	\$28,116.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,776.00
0042	113	MAINTENANCE I	\$24,272.00	\$1,728.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,660.00
0043	113	HEAVY EQUIPMENT OPERATOR III	\$24,197.00	\$1,803.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,540.00
0044	113	TRUCK DRIVER I	\$23,565.00	\$2,435.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0045	113	TRUCK DRIVER I	\$23,565.00	\$6,435.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0046	113	MAINTENANCE III	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0047	113	TRUCK DRIVER II	\$23,204.00	\$6,796.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0048	113	MAINTENANCE II	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0049	113	TRAFFIC SAFETY SPECIALIST II	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,300.00
0050	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0051	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,360.00
0052	113	MAINTENANCE III	\$24,704.00	\$1,296.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0053	113	CUSTODIAN	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,420.00
0054	113	HEAVY EQUIPMENT OPERATOR II	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0055	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0056	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0057	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0058	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0059	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0060	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0061	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0062	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0063	113	TIRE REPAIR/MAINTENANCE	\$26,796.00	\$1,204.00	\$28,000.00	0.05	\$1,400.00	\$600.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
T066	121	OFFICE CLERK	\$17,680.00	\$0.00	\$17,680.00	0	\$0.00	\$0.00	\$17,680.00	\$17,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,680.00
0067	113	WELDER	\$31,200.00	\$0.00	\$31,200.00	0.05	\$1,560.00	\$0.00	\$32,760.00	\$32,760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,760.00
0068	113	HEAVY EQUIPMENT OPERATOR I	\$22,880.00	\$0.00	\$22,880.00	0.05	\$1,144.00	\$856.00	\$24,880.00	\$24,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,880.00
0069	113	HEAVY EQUIPMENT OPERATOR I	\$22,880.00	\$0.00	\$22,880.00	0.05	\$1,144.00	\$856.00	\$24,880.00	\$24,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,880.00
T070	121	OFFICE CLERK	\$0.00	\$18,720.00	\$18,720.00	0	\$0.00	\$0.00	\$18,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T071	121	OFFICE CLERK	\$0.00	\$18,720.00	\$18,720.00	0	\$0.00	\$0.00	\$18,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$2,012,953.00	\$133,567.00	\$2,146,520.00		\$106,441.00	\$27,101.00	\$2,280,062.00	\$2,280,062.00	\$17,988.99	\$0.00	\$0.00	\$0.00	\$0.00	\$2,297,752.00

Approval to create two (2) temporary full-time Office Clerk positions, slot no.'s T070 and T071, budgeted salary \$9.00 per hour. Positions not to exceed six (6) months and/or 12/31/09.

AI-15569

25.A.4.

**Appraisal District Interlocals
CC REGULAR**

Date: 05/26/2009

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation by Hidalgo County Appraisal District for the purposes of signature (execute documents) by Hidalgo County of extension of Interlocal Governmental Agreement between said political subdivisions in connection with participation in Hidalgo County's "Self-Funded Health Insurance Program, Stop Loss Insurance and Life/AD&D Insurance".

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This agenda item will have no budget impact.

Attachments

Link: [2008 Interlocal](#)

Link: [2009 Interlocal](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/20/2009 01:28 PM	APRV
2	Budget & Management	Veronica Lopez	05/20/2009 02:25 PM	APRV
3	Dale Kennan	Dale Kennan	05/21/2009 08:22 AM	APRV
4	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Vangie Garcia
Started On: 05/19/2009 01:50 PM

Final Approval Date: 05/22/2009

INTERLOCAL GOVERNMENTAL AGREEMENT

This **INTERLOCAL GOVERNMENTAL AGREEMENT** is made as of the date set forth below by and between **HIDALGO COUNTY APPRAISAL DISTRICT**, a political subdivision of the State of Texas, ("District"), and the **COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas, ("County"), as follows:

WHEREAS, the District and the County are each authorized to provide employment benefits to their respective employees, including, but not limited to group health insurance and group life and accidental death and disability insurance (life/AD&D);

WHEREAS, the County, in compliance with the laws of the State of Texas, requested bids on group health insurance and group life/AD&D insurance coverage;

WHEREAS, after review of all bids and proposals, the County authorized the establishment of a self-funded health insurance program with **BLUE CROSS BLUE SHIELD OF TEXAS** to act as the third party administrator and to provide the stop loss insurance under such program and to award the life/AD&D insurance contract to **ING LIFE INSURANCE COMPANY** on the terms and conditions set forth in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the District desires to provide its employee health insurance coverage through the County in order to maximize the economies of scale and the taxpayer funds used to provide such insurance;

WHEREAS, the District and the County desire to cooperate with each other in providing appropriate health insurance coverage to their employees on the most cost-efficient basis; and

WHEREAS, the governing bodies of the District and the County have authorized the execution of this Agreement;

NOW, THEREFORE, it is agreed by the District and the County as follows:

1. **Inclusion of District by County.** The County consents to the inclusion of District as part of County's employee group for both its self funded health insurance program with **BLUE CROSS BLUE SHIELD OF TEXAS** as set forth above and its life/AD&D insurance contract with **ING LIFE INSURANCE COMPANY** on the terms and conditions as described in Exhibit "A" attached hereto and made a part hereof.

2. **Direct Payment by District.** (a) All costs associated with premiums for both health and life/AD&D insurance coverages related to District's employees shall be paid directly by District to the County or at the written direction of the County to **BLUE CROSS BLUE SHIELD OF TEXAS** or **ING LIFE INSURANCE COMPANY** as the case may be.

(b) County is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the District. District is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the County.

(c) If upon termination of the coverages provided for herein, the County shall receive any refund from either **BLUE CROSS BLUE SHIELD OF TEXAS** or **ING LIFE INSURANCE COMPANY** for any fees, deposits or premiums related to the term hereof, County agrees to pay to District within ten (10) business days of the receipt of such refund a prorata

share thereof based upon the District's proportional payment of such fee, deposit or premium as compared to the County's proportional payment of such fee, deposit or premium.

3. **Notice by County.** County agrees to provide District thirty (30) days written notice of any change or termination of such health and life/AD&D insurance coverages prior to the effective date of any such change.

4. **Provision for Governmental Services.** The parties to this Agreement acknowledge that the performance and services provided under this Agreement must be paid for from current revenues available to each party. If such revenue is not available, each party has the right to terminate the Agreement without further obligation or liability upon thirty (30) days written notification of such termination to the other party.

5. **Term and Renewal.** To the extent any obligation or performance under this Agreement extends beyond one (1) year from the date hereof, this Agreement shall remain in effect only on the condition that the both parties shall ratify and extend this Agreement on an annual basis. Upon failure of either party to ratify and extend this Agreement, this Agreement shall terminate without further liability to either party.

6. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law; and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

9. **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.

10. **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
Attention: J.D. Salinas III, County Judge
Hidalgo County Courthouse
Edinburg, Texas 78539

If to District: Hidalgo County Appraisal District
Attention: Rolando Garza, Chief Appraiser
4405 S. Professional Drive
Edinburg, Texas 78539

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

11 **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.

12 **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.

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

14. **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.

15. **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.

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

17. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken here from and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

18. **Mediation.** In the event of a dispute between the District and the County over issues related to this Agreement, the parties agree to submit such disputes to mediation by a mutually agreeable mediator prior to the institution of any suit to resolve the dispute or to enforce the terms of this Agreement. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover Court costs and reasonable attorney's fees from the non-prevailing party.

EXECUTED the _____ day of _____, 2008.

COUNTY OF HIDALGO, TEXAS

By: _____
J.D. SALINAS III, County Judge

EXECUTED the 11th day of January, 2008.

HIDALGO COUNTY APPRAISAL DISTRICT

By: *Rolando Garza*
ROLANDO GARZA, Chief Appraiser

Exhibit A
Interlocal Governmental Agreement

BASIC PLAN - Blue Cross Blue Shield of Texas with \$1,000 Ded. - 70/50 Plan	MONTHLY	SEMIMONTHLY
Employee (Paid by District)	\$347.00	
Spouse	\$193.00	\$96.50
Child or Children	\$85.00	\$42.50
Family	\$277.00	\$138.50

OPTIONAL BUY-UP PLAN - Blue Cross Blue Shield of Texas with \$500 Ded - 80/50 Plan

Employee	\$31.00	\$15.50
Employee + Spouse	\$236.00	\$118.00
Employee + Child or Children	\$123.00	\$61.50
Employee + Family	\$359.00	\$179.50

LIFE AND AD & D INSURANCE

Rates with ING Life Insurance Company with \$25,000 Coverage	LIFE AND AD & D
	\$0.09
	or
	\$2.25 per employee

INTERLOCAL GOVERNMENTAL AGREEMENT

This **INTERLOCAL GOVERNMENTAL AGREEMENT** is made as of the date set forth below by and between **HIDALGO COUNTY APPRAISAL DISTRICT**, a political subdivision of the State of Texas, ("District"), and the **COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas, ("County"), as follows:

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WHEREAS, the County, in compliance with the laws of the State of Texas, requested bids on group health insurance and group life/AD&D insurance coverage;

WHEREAS, after review of all bids and proposals, the County authorized the establishment of a self-funded health insurance program with BLUE CROSS BLUE SHIELD OF TEXAS to act as the third party administrator and to provide the stop loss insurance under such program and to award the life/AD&D insurance contract to ING LIFE INSURANCE COMPANY on the terms and conditions set forth in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the District desires to provide its employee health insurance coverage through the County in order to maximize the economies of scale and the taxpayer funds used to provide such insurance;

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(c) If upon termination of the coverages provided for herein, the County shall receive any refund from either BLUE CROSS BLUE SHIELD OF TEXAS or ING LIFE INSURANCE COMPANY for any fees, deposits or premiums related to the term hereof, County agrees to pay to District within ten (10) business days of the receipt of such refund a prorata

share thereof based upon the District's proportional payment of such fee, deposit or premium as compared to the County's proportional payment of such fee, deposit or premium.

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If to County: Hidalgo County
Attention: J.D. Salinas III, County Judge
Hidalgo County Courthouse
Edinburg, Texas 78539

If to District: Hidalgo County Appraisal District
Attention: Rolando Garza, Chief Appraiser
4405 S. Professional Drive
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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.

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EXECUTED the _____ day of _____, 2009.

COUNTY OF HIDALGO, TEXAS

By: _____
J.D. SALINAS III, County Judge

EXECUTED the 14th day of January, 2009.

HIDALGO COUNTY APPRAISAL DISTRICT

By: 
ROLANDO GARZA, Chief Appraiser

Exhibit A
Interlocal Governmental Agreement

BASIC PLAN - Blue Cross Blue Shield of Texas with \$1,000 Ded. - 70/50 Plan	MONTHLY	SEMIMONTHLY
Employee (Paid by District)	\$347.00	
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Family	\$277.00	\$138.50

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Employee + Spouse	\$236.00	\$118.00
Employee + Child or Children	\$123.00	\$61.50
Employee + Family	\$359.00	\$179.50

LIFE AND AD & D INSURANCE

Rates with ING Life Insurance Company with \$25,000 Coverage	LIFE AND AD & D
	\$0.09
	or
	\$2.25 per employee

AI-15623

25.A.5.

Account Applications

CC REGULAR

Date: 05/26/2009

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Safety Division

Information

CAPTION

Requesting approval to complete and submit a New Account Applications with "Burton Auto Supply and O'Reilly Auto Parts", awarded vendors through Hidalgo County Membership/Participation with Tasb (BuyBoard) Cooperative with authority for County Judge or Court member to execute documents.

BACKGROUND

Account Applications are for billing purposes only.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This agenda item has no budget impact.

Attachments

Link: [O'REILLY APPLICATION FORM](#)

Link: [BURTON AUTO SUPPLY APPLICATION FORM](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/20/2009 05:22 PM	APRV
2	Budget & Management	Veronica Lopez	05/21/2009 07:56 AM	APRV
3	Damaris San Miguel		05/22/2009 05:21 PM	NEW

Form Started By: Vangie Garcia

Started On: 05/20/2009 02:52 PM

Final Approval Date: 05/22/2009



CREDIT APPLICATION

P.O. Box 9464, Springfield, MO 65801 Phone # (417) 874-7248 Fax # (417) 874-7185 www.oreillyauto.com

ALL INFORMATION MUST BE FILLED OUT FOR CREDIT PROCESSING

STORE # 540 STORE LOCATION: CREDIT REQUEST \$

Do you have an existing Account with O'Reilly? Yes / No Acct#? TSM #

Type of account applying for? Cash Account Monthly Charge Weekly Charge Daily Charge

CUSTOMER BILLING INFORMATION - PLEASE TYPE OR PRINT

Company Name Billing Address City/State/Zip
Phone Fax Dun & Bradstreet Number Federal ID Number
Years in Business Purchase order required? Accts Payable Contact

*State Sales Tax Exemption: The Applicant/Company will be charged the applicable sales tax on all purchases until a valid tax exempt certificate or other proof of exemption is received.

Type of Business: Corporation Partnership Sole Proprietor
Non-Profit Government/County/City Other

OWNER/APPLICANT INFORMATION - MUST BE FILLED OUT

Owner/Applicant Name Co-Owner/Applicant Name
Address Address
City State Zip City State Zip
Social Security Number Phone Social Security Number Phone

BUSINESS REFERENCES

The applicant authorizes O'Reilly Automotive, Inc. to inquire into and obtain from any bank, lending institution, credit reference, or consumer or commercial credit reporting agency information relating to the Customer's creditworthiness or financial condition.

Bank Name: Account # Telephone #
Reference: Account # Telephone #
Reference: Account # Telephone #
Reference: Account # Telephone #

AGREEMENT

The credit of the applicant and/or company will be considered in the evaluation of this application and any updates and additional extension of credit. In connection with such evaluation, applicant and/or company consents to O'Reilly Automotive, Inc. obtaining a Consumer Credit Report on any person signing the application regardless of the capacity in which they are signing.

PRINT NAME: DATE PRINT NAME: DATE

SIGNATURE SIGNATURE
(MUST BE OWNER AND/OR OFFICER OF COMPANY) (Required if Partnership and/or Co-owner)

Upon applicant's request we will inform applicant of the name and address of each consumer reporting agency from which we obtained a consumer report, if any, relating to applicant.

I, _____

Doing business as _____

Authorize my bank & references listed to furnish credit information to O'Reilly Automotive, Inc. , based in Springfield, MO, for the purpose of opening a charge account with their company.

Thank You.

Signature _____



Commercial Billing Service

Compass Bank
Post Office Box 2201
Decatur, Alabama 35609-2201

Merchant Name: Burton Hyds

Merchant #: 11170

Account #: _____

Credit application to: _____ and other merchants.
Legal name of business: _____ Phone #: (____) _____
Trade name of business: _____ Fax: (____) _____
Address: _____ City: _____ State: _____ Zip: _____
Billing Address: _____ City: _____ State: _____ Zip: _____
E-mail Address: _____ Cell Phone #: (____) _____

Has the Company or any principal owner filed bankruptcy in the last 7 years? Yes No
 Corporation LLC Sole Owner Partnership

If incorporated, list state in which incorporated: _____ Are you listed with D & B? Yes # _____ No

Principal Owners or Stockholders:
Name Address Title

Any prior businesses? Yes No Name: _____
Was account with Compass Bank? Yes No Name: _____ Account #: _____
Was business purchased from a previous owner? Yes No Date of Purchase: _____
Date business started: _____ Principal contact at company: _____

Tax Exempt? Yes (provide certificate) No Purchase Order required? Yes No Other _____

We expect our monthly credit requirements from Compass to be about \$ _____ Federal Tax ID # _____

Subsidiaries - Affiliates - Franchises? _____ Number of employees: _____

Own or Rent building - If rent, from whom? _____ Value / Rent \$ _____

Bank 1 Name City/State Account # Bank Officer Telephone
Bank 2 _____

List four largest 30-day trade or credit references:
Name City/State Telephone
1. _____
2. _____
3. _____
4. _____

Bonding Company _____

Have you rented equipment in the past? Yes No If so, from whom? _____

The Company applying for credit in this Application ("Company") has requested credit from the merchants listed above and any other merchant (collectively, "Merchants") from whom Compass Bank's Commercial Billing Service Department ("Compass") may from time to time purchase accounts receivable. Company is furnishing the information and agreements herein solely at the merchant's request to obtain credit from merchants and understands that Compass may refuse to purchase accounts of the Company from any of the merchants at any time without notice to Company or any other party. All parties listed above, and with or without notice to Company, any merchant may receive a copy of this application and all such parties are authorized to release credit information concerning Company to Compass. Company understands that all accounts are due on the 10th day of the calendar month after the calendar month of the statement date. If Compass, after Company's refusal to pay, collects through an attorney any indebtedness related to any merchant account assigned to Compass, the Company shall pay all collection costs, including a reasonable attorney's fee.

Print or Type Name: _____ Title: _____

Signature: _____ Date Signed: _____

PERSONAL GUARANTY

The undersigned individually, jointly and severally and unconditionally guarantees the payment when due of all invoices/accounts purchased by Compass Bank from any Merchant. The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by Compass Bank from time to time as may be needed in the credit evaluation process.

Signed: _____ Social Security Number: _____ Date: _____

MAIL TO: Commercial Billing Service
P.O. Box 2201
Decatur, Alabama 35609-2201

Toll Free Telephone # (800) 236-2455
Toll Free Fax # (877) 859-0780

Form Rv11032009dt App.doc

AI-15626

25.A.6.

Hidalgo County-"Emergency Declaration"-Eleventh (11th) Underground Storage Tank @ (201 & 217 N. Closner, Edinburg, Texas)-Rio Tank Svc Const Inc.

CC REGULAR

Date: 05/26/2009

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department Purchasing only: Hidalgo County

Information

CAPTION

A. Requesting "ratificaton" of requisition Purchase Order #622982 to Rio Tank Services (former awarded vendor for same project) in the amount of \$ 6,000.00 (subject to change if fluid in tank) qualifying as an "Emergency Declaration" (under Chaper 9 of Hidalgo County's Purchasing Policies & Procedures) with supporting documentation provided through the director of Safety/DBM in connection with the necessity for the immediate removal of the unforeseen discovery of an eleventh (11th) fuel tank (including disposal of fluid contents) during the current/on-going "Paving/Construction of Parking Lot Project" (located at 201 and 217 North Closner Blvd., Edinburg, Texas) for Hidalgo County;

B. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a)(2) & (3) in connection to the on-going: "Paving/Construction of Parking Lot Project" (located at 201 and 217 North Closner Blvd., Edinburg, Texas) for Hidalgo County;

C. Authority to award a short term contract (on an as needed basis) to Rio Tank Service Construction, Inc. in the event of any unforeseen discoveries of subsequent underground tanks that may occur and require removal with the term of the contract through the completion of the construction of the parking lot project.

BACKGROUND

Emergency Declaration by DBM/Safety Director
Purch Policies & Procedures Chapter 9
Ratified Purchase Order # 622982 for Rio Tank Servcies Const, Inc.
Draft Short Term Service Contract (approved by legal counsel)
Exhibit A & B

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1336-419-40-220-028-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for PO #'s 622982 for Rio Tank Service \$6,000.00 as of 5-21-09.

Attachments

Link: [email-Emergency Declaration-DBM-Safety Division](#)

Link: [PPP-Ch 9](#)

Link: [PO#622970-Rio Tanks Const Svc](#)

Link: [Draft Short Term Svc Contract-Rio Tank Svc Const Inc](#)

Link: [Exhibit A & B-Rio Tank Svc Const Inc-Short Term Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/22/2009 01:29 PM	APRV
2	Budget & Management	Rosie Cantu	05/22/2009 01:38 PM	APRV
3	Ivan Cantu	Ivan Cantu	05/22/2009 02:04 PM	APRV
4	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Letty Saenz
Started On: 05/20/2009 03:42 PM

Final Approval Date: 05/22/2009

Leticia Saenz

From: Roy Quintanilha [roy.quintanilha@co.hidalgo.tx.us]
Sent: Wednesday, May 20, 2009 1:58 PM
To: Martha Salazar
Cc: leticia.saenz@co.hidalgo.tx.us; Oscar Garza; Lupita Garza; rosie.luna@co.hidalgo.tx.us; Angela Garcia
Subject: FW: Underground Fuel located at Parking Lot Project
Attachments: Underground Fuel Tank located at Parking Lot project 008.jpg; Underground Fuel Tank located at Parking Lot project 001.jpg; Underground Fuel Tank located at Parking Lot project 002.jpg; Underground Fuel Tank located at Parking Lot project 004.jpg

Ms. Salazar,

Good day, as per our conversation this date at 11:26 A.M., during the construction process of the parking lot at what was Perez Chevron (201 N. Closner) and Neitos (217 N. Closner), crews found yet another tank. This would make it a total of 11 underground storage tanks (10 at the Perez site and 1 at the Nietos site). The State of Texas had recorded only five tanks on these properties. All other tanks were unrecorded.

Precinct 4 crews were cutting a swell along the side on the south east portion of the property (201) when they fractured another tank spilling some contents. Following the Hidalgo County Purchasing Procedures, I phoned you and declared an emergency as per Chapter nine of the policy.

We are in the process of requesting a purchase order for Rio Tanks Service to remove the contents of the tank, remove the tank, dispose of the tank, and file all appropriate paperwork with the State of Texas on our behalf.

In addition to the aforementioned, I am asking for the Purchase Order to remain open in case we come across any other unknown tanks.

Submitted with this email are photos depicting the need for the aforementioned emergency declaration.

Roy Quintanilha
Safety Director
Hidalgo Co. Safety Div.
2818 South Hwy 281
Edinburg, Texas 78540
(956) 318-2644
(956) 318-2658

From: Armando Guzman [mailto:armando.guzman@co.hidalgo.tx.us]
Sent: Wednesday, May 20, 2009 1:20 PM
To: roy.quintanilha@co.hidalgo.tx.us
Subject: Underground Fuel located at Parking Lot Project

On May 20, 2009 at 11:45 a.m., I received a call from Pct. 4 Heavy Equipment Operator III, Guadalupe Garcia. Mr. Garcia informed me as he was digging a swell for the Parking Lot project, he struck and underground fuel tank.

I was informed by our office the underground fuel tank is the 11th tank located at this location.

The representative providing the quote, and the specific (i.e. . . . name brand and Model number) product offered. For written quotations, this information must be included on the face of the written proposal.

8.05 **Selection of Vendor.** In selecting the most responsible vendor, the Purchasing Agent will consider such matters as price (all other factor being equal, the lowest price should always be taken), relative quality of goods and services (if more than one vendor can deliver at an acceptable price, the relative quality should be considered), reliability of vendor (based on actual, documented experience of purchasing agent, not on intuition or rumor), ability to service items purchased, over relevant factors as determined by the Purchasing Agent.

IX. Emergency and Sole Source Purchases, Other Exempt Purchases

9.01 Emergency Defined, Procedures.

9.01.01 Emergency (Priority One) purchases are governed by Tex. Loc. Govt. Code § 262.024(a) (1),(2), & (3) and are not utilized at all, except:

- a. In the case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County;
- b. To purchase an item necessary to preserve or protect the public health or safety of the residents of the County; or
- c. To purchase an item necessary because of unforeseen damage to public property.

9.01.02 The following procedures *must* be followed for Priority One purchases;

- a. Qualification. The purchase must qualify as an emergency purchase under the definition in Procedures 9.01.01, or Tex. Loc. Govt. Code § 262.024.
- b. Designation. The designation of Priority One indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed, and therefore no competitive bids or quotations are required.
- c. Normal Working Hours. All emergency purchases occurring during normal working hours are processed through the Purchasing Department as follows:
 - i. The using department will notify the purchasing office by telephone immediately, with as much information as possible about the emergency purchase required, so that the purchasing action can be initiated immediately.
 - ii. Simultaneously, a purchasing requisition is prepared and hand carried through the normal channels.
 - iii. The Purchasing Department or using department head contacts as many vendors as are necessary to arrange the emergency purchase. If time permits, the PO is completed in the purchases in accordance with Procedure 6.04.06



Purchase Order COUNTY OF HIDALGO

PO#: 622982

DATE: 05/21/09

Page No 1 Of 1

VENDOR: 355526

REQ:00155450

Email:

BUYER:

Phone:

SHIP TO: BUDGET OFFICER

RIO TANK SERVICE CONSTRUCTION INC.

100 E. CANO, 1ST FL

2310 N. BRYAN ROAD

EDINBURG TX 78539

MISSION TX 78573

Vendor Acct:

CONTACT: VALDE GUERRA

SITE: BUDGET OFFICE

Special Instructions:

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER OPEN PURCHASE ORDER FOR REMOVAL AND DISPOSAL OF A TANK AND ITS CONTENTS TO INCLUDE TESTING OF THE CONTENTS AND SUBSEQUENT FILLING WITH THE STATE (201 & 217 N. CLOSNER, EDINBURG) EXXON PROPERTY "EMERGENCY DECLARATION" 11TH TANK (SUBJECT TO CHANGE OF CONTENTS) AS DIRECTED BY: DBM/SAFETY DIRECTOR. REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	6,000.00	6,000.00
		Total		6,000.00
		***** For Hidalgo County use only 9-1336-419-40-220-028-0-739	6,000.00	
		Approved _____		

Authorized by:

Martha L. Salazar Fu

THE STATE OF TEXAS §
 §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-000-00-00

THIS CONTRACT is made and entered into this ____ day of _____, 2009 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Rio Tank Service Construction, Inc.** a Texas Corporation. ("Company")

WHEREAS, Company is exempted from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (2)&(3) for the **"Removal of Underground Petroleum Storage Tanks (including disposal of liquid of contents if applicable) at properties (located at 201 and 217 North Closner Blvd., Edinburg, Texas)" (on an as needed basis)** for **Hidalgo County** (the "Services"), and

WHEREAS, Company shall provide services in accordance with Exhibits "A" and "B" respectively and incorporated herein for all purposes and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Exhibit

NOW, THEREFORE, by mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County** at properties **(located at 201 and 217 North Closner Blvd., Edinburg, Texas)" (on an as needed basis).** 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 Exhibit "A" within **Hidalgo County** following a request for Services by **Hidalgo County DBM/Safety Division** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall terminate through the completion of the construction of the parking lot project.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County

agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall

be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor (Admn. Bldg.)
Edinburg, Texas 78539**

If to Company: **Rio Tank Service Construction, Inc.
Attn: Charles F. Kerby, President
2310 North Bryan Road
Mission, Texas 78149**

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 the County with or 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 enforceable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By: _____
Judge C. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:
All-Tech Service Construction, Inc.

By: _____
Printed Name: Charles F. Kerby
Title: President

Approved by Commissioners. Executed on _____, 2009.

APPROVED AS TO FORM

By: _____

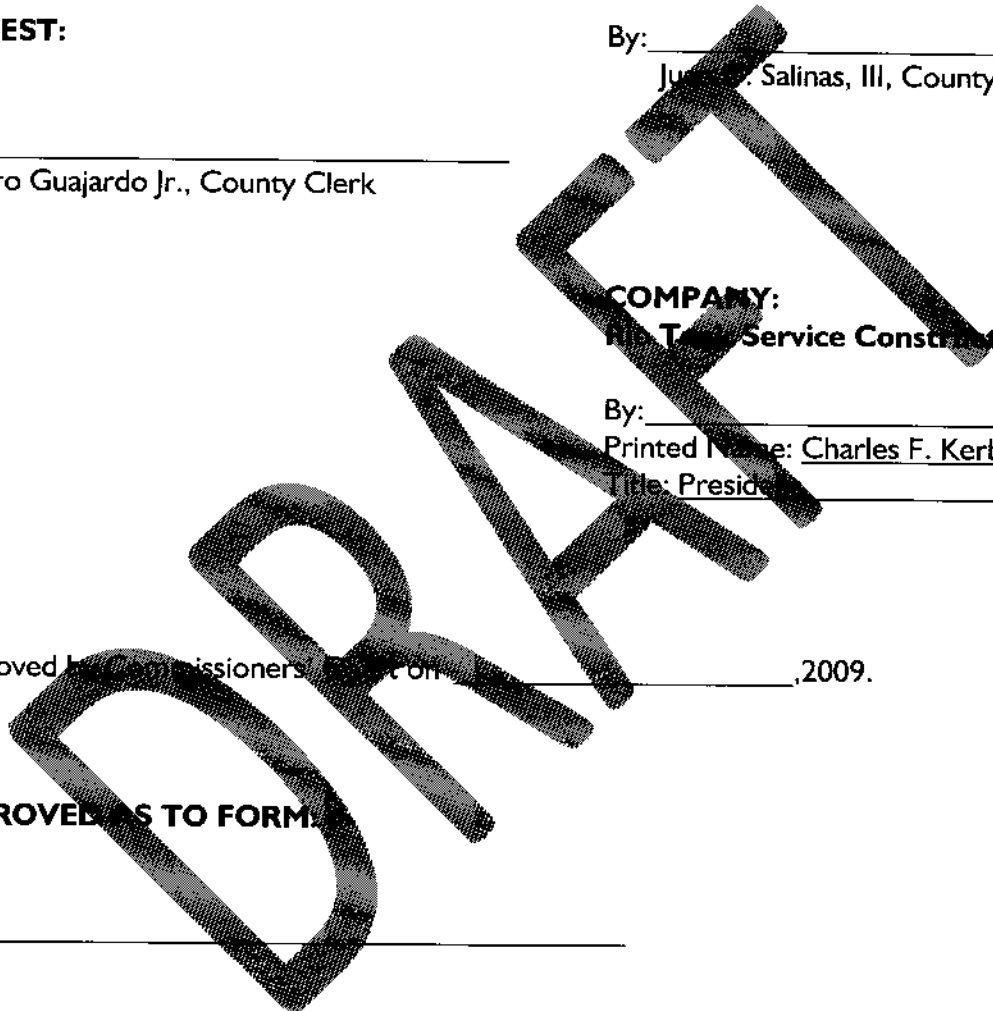


EXHIBIT "A"
SPECIFICATIONS

DRAFT

EXHIBIT "B"
VENDOR'S PROPOSAL

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

EXHIBIT "D"
CERTIFICATES OF LICENSES

DRAFT

Rio Tank Service Construction, Inc.2310 N. Bryan Road
Mission, Texas 78573Phone / Fax# 956-583-0090 TCEQ Reg# CRP001346 / ILP000586
Vendor #355526 / P.O. Pending

May 22, 2009 / 1 page

MEMO

TO: County of Hidalgo
Attn: Letty Saenz, Purchasing Dept.
2818 S. Business Hwy 281
Edinburg, TX 78539
P#292-7000 ext 4861 / F#318-2629

RE: Ghost Tank Removal at 217 N. Closner in Edinburg

Letty,

In follow up to our telephone conversation regarding the emergency P.O. # for the tank removal at 201 / 217 N. Closner, we will keep the same pricing locked in (in the event of discovering additional ghost tanks) for the next 90 days as per the workscope on our proposal dated 05-21-09.

This pricing does not include any environmental overexcavating or contaminated soil disposal (should that be encountered). The removal, cleaning and disposal of the tank along with disposal of the liquids and the environmental report submittal, would stay at the \$5,000.00 - \$5,500.00 price range as billed on the last ghost tank that Rio Tank Service removed at this same location.

Please feel free to call me at 956-583-0090 should you need any additional information.

Thank you.


Dana J. Kerby
RTS Vice President
(for Charles F. Kerby / R.T.S. President)

AI-15655

25.A.7.

**Hidalgo County-Presentation by BDR Selection of Providers for Disaster Debris Hauler & Related Svc
CC REGULAR**

Date: 05/26/2009

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation with recommendations by consulting contractor, Beck Disaster Recovery (BDR), of the proposals received by consultant (from the HGAC approved pool) for review, analysis and evaluation for the purposes of selection of providers (i.e. primary & secondary, if applicable) for award of prepositioned contracts in connection with Disaster Debris Hauler and Related Services;

- B. Award of proposals to the following providers:
 Primary vendor: _____;
- Secondary vendor: _____;
- Additional: _____;

C. Approval of contract format used by County through interlocal with the City of Kingsville for the vendors awarded herein.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-00-115-002-0-350

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #621245-Amount available \$24,960.00 for Beck Disaster Recovery, Inc. as of 5-22-09.

These expenditures would be in the event of a disaster and accordingly would need to identified and appropriated by the Department of Budget & Management

Attachments

Link: CC mIns of 03/24/09-BDR w/ Backup

Link: HGAC-Ashbritt Mutual Benefit Agreement used by County of Hidalgo

Link: [Agrmnt No. 28-17-EOC Emergency Debris Mngmnt-Cty of Kingsville & AshBritt](#)

Link: [HGAC-Qulified Disaster Debris Haulers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/22/2009 03:41 PM	APRV
2	Budget & Management	Rosie Cantu	05/22/2009 04:02 PM	APRV
3	Ivan Cantu	Ivan Cantu	05/22/2009 04:25 PM	APRV
4	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Letty Saenz

Started On: 05/22/2009 12:22 PM

Final Approval Date: 05/22/2009

4. "Expansion of Real Estate Appraisers" — (RFQ No. 2009-099-03-11-OTM)-net gain-1 firms - new total 5 firms

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

5. "Expansion of Surveyors" — (RFQ No. 2009-100-03-11-OTM)- net gain-2 firm - new total 18 firms

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

7. Recommending award of bid and approval of contracts to lowest multiple bidders meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Sign Language Interpreting Services" Bid No. 2009-024-SMA

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

8. Requesting authority to exercise the ninety (90) day grace period extension (as provided in contract 0-06-137-04-11) for "Security Services for Parking Lots", under the same rates, terms and conditions with Valley Metro Security, LLC. with an effective date of 04/11/09 -07/10/09 50 as to have no lapse in service while the procurement process is completed inasmuch as it is in the County's best interest to do so.

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

9. Recommending bid award and approval of contract to the bidder (Lone Star Uniforms, Inc.) meeting all the specifications and/or requirements as attached hereto for "Hidalgo County-Purchase of New Bulletproof Vests (soft body armors)" (Bid No. 2009-025 SMA)

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

10. Presentation for discussion, consideration and action on the proposal submitted by Beck Disaster Recovery, Inc. (BDR) in connection with Emergency Planning and Training-Debris Contractor Procurement" services as permitted under the current agreement between Hidalgo County and BRD.

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

AI-14258**21.A.10.****Proposal for Disaster Debris Hauler & Related Services Procurement
CC REGULAR****Date:** 03/24/2009**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 action on the proposal submitted by Beck Disaster Recovery, Inc. (BDR) in connection with Emergency Planning and Training-Debris Contractor Procurement" services as permitted under the current agreement between Hidalgo County and BRD.

BACKGROUND**Fiscal Impact****FISCAL YEAR:** 2009**ACCT. #:** 9-1100-415-00-115-002-0-350**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Funding for this project is pending approval of AI #14679 in the amt. of \$25,000.00.

AttachmentsLink: [BDR](#)Link: [BRD Service Agreement](#)**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/20/2009 09:25 AM	APRV
2	Budget & Management	Veronica Lopez	03/20/2009 12:25 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/20/2009 01:08 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW
Form Started By: Marty Salazar			Started On: 02/25/2009 04:29 PM	
Final Approval Date: 03/20/2009				

DATE (MM/DD/YYYY)
7/25/2008**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

PRODUCER Commercial Lines ... 206-892-9200
ABD Insurance & Financial Services
601 Union Street
Seattle, WA 98101

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 Beck Disaster Recovery, Inc.
1001 Fourth Avenue, Suite 2500

Seattle WA 98154

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Traveler's Property & Casualty Company of Ameri

25674

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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC	P630533D116ATIL08	07/01/2008	07/01/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	P810593D166ATIL08	7/1/2008	7/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				\$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PJUB2813L40A08	7/1/2008	7/1/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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
		OTHER				

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

Project: Disaster Clean Up (Orlando - BDR)
Hidalgo County, Texas is an additional insured as their interest may appear.


CERTIFICATE HOLDER

Hidalgo County, Texas
Attn: Vangie Garcia
100 North Clossner Boulevard
Edinburg, Texas 78539

CANCELLATION Ten Day Notice for Non-Payment

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



SERVICES AGREEMENT

This Services Agreement is being facilitated through the Houston-Galveston Area Council's Cooperative Purchasing Program contract with Beck Disaster Recovery, Inc. for Environmental, Community Planning, Engineering, and Homeland Security Consulting and Related Services.

This SERVICES AGREEMENT ("Agreement") is dated July 24th, 2008 by and between **BECK DISASTER RECOVERY, INC.** ("Consultant"), with offices at 800 North Magnolia, Suite 400, Orlando, Florida 32803 and **HIDALGO COUNTY, TEXAS** ("Client"), with offices at 100 North Closner Boulevard, Edinburg, Texas 78539.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Consultant and Client agree Consultant will perform Services associated with debris management and disaster recovery as described in the Scope of Services attached as Exhibit A in accordance with the schedule set forth therein.
2. **Independent Contractor:** Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.
3. **Standard of Care:** Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
4. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Consultant understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Consultant shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Consultant and the schedule and payment shall be equitably adjusted. If Consultant is delayed in performing its services due to an event beyond its control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Consultant for any additional costs due to the delay.
5. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth on Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement.
6. **Payment:** Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices in an amount equal to actual hours of services furnished multiplied by the Billing Rates attached as Exhibit B. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided below. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law, whichever is lower) on

SERVICES AGREEMENT

the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

7. **Indemnity:** The consultant shall save harmless the Client from all claims and liability due to activities of himself, his agents, or employees, performed under this contract and which to the extent result from an negligent act, error or omission of the Consultant or of any person employed by the consultant. The Consultant shall also save harmless the Client from all expenses, including attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Consultant, his agents, or employees.
8. **Insurance:** Consultant shall maintain insurance with the following required coverages and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

9. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.
10. **Limitation of Liability:** No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and subconsultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed one million dollars (U.S. \$1,000,000.00).
11. **No Consequential Damages:** In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.
12. **Information Provided by Others:** Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely

SERVICES AGREEMENT

on the accuracy of information provided by Client and its representatives.

13. **Safety and Security:** Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.
14. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.
15. **Dispute Resolution:** Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator (except for payment disputes which may be submitted directly to arbitration). If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the dispute or conflict shall be subject to arbitration in English under the rules governing commercial arbitration as promulgated by the American Arbitration Association and arbitrability shall be subject to the Federal Arbitration Act.
16. **Miscellaneous:**
 - a. This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
 - b. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client: HIDALGO COUNTY, TEXAS
HONORABLE JUDGE J.D. SALINAS, III
100 N. CLOSNER BLVD.
EDINBURG, TEXAS 78539

Attention: A.A. "TONY" PENA, JR.
100 E. CANO
P.O. BOX 1356
EDINBURG, TX 78539

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Consultant: BECK DISASTER RECOVERY INC.
Attention: CHUCK MCLENDON, PRESIDENT
Address: 800 N. MAGNOLIA AVENUE, SUITE 400
ORLANDO, FL 32803

With a copy to:

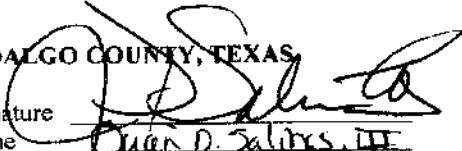
Legal Department (which will not be considered notice)
1001 Fourth Avenue, Suite 2500
Seattle, Washington 98154-1004 USA

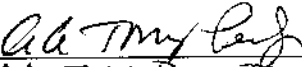
- c. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.
- d. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.
- e. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.
- f. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
- g. This Agreement shall not be construed against Consultant only on the basis that Consultant drafted the Agreement.
- h. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.
- i. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

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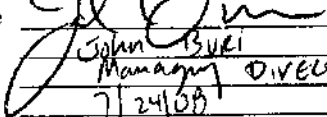
IN WITNESS WHEREOF, the Parties have signed this Agreement the date first written above.

HIDALGO COUNTY, TEXAS

Signature 
Name Juan D. Salinas, III
Title County Judge - Hidalgo
Date 7-24-08

Signature 
Name AA. TONY PENUELA
Title Emergency Management Coordinator
Date 24-JUL-2008

BECK DISASTER RECOVERY, INC.

Signature 
Name John BUEI
Title Managing Director
Date 7/24/08

Signature _____
Name _____
Title _____
Date _____

- Exhibit A: Scope of Services
- Exhibit B: Fee Schedule

Technical Approach

This section describes the general approach that the BDR Team will utilize to provide the services requested by Hidalgo County.

For organizational purposes, we have chosen to describe below the general approach that the BDR Team will take in assisting the County in three distinct phases:

- Disaster Debris Monitoring Services;
- Emergency Management Planning and Training; and
- Damage Assessment and Reconstruction Services.

The sections that follow present BDR's proposed approach to each of these three phases.

A. Disaster Debris Monitoring Services

BDR provides comprehensive disaster debris monitoring services. Our monitoring services begin days before a known event impacts the County. BDR assists the County in activating contracts, ensuring TDSRS locations are available, coordinating logistics between partner communities and organizations, and other essential requirements.

Following this period, BDR will assist Hidalgo County with immediate response activities – including damage assessments and time and materials documentation during the 72-hour push period. Finally, BDR can assist the County during the recovery period to manage debris contractors, document work in accordance with state and federal reimbursement guidelines, develop public information and media materials, and other essential recovery tasks. The sections that follow present the BDR Team's approach to providing the disaster debris monitoring services requested by the County.

Project Management

A debris recovery operation is a massive undertaking. Ensuring that a debris recovery project is properly managed is perhaps the most important task of a debris recovery operation. BDR's approach to project management involves the development of a robust project team to allow for key staff with project management responsibilities to focus exclusively on the project management function. Specific elements of BDR's project management approach are discussed below.

Project Management Plan (aka Debris Management Action Plan): Upon activation, one of the initial tasks that BDR will perform is the development of a project management plan for the specific disaster occurrence that includes essential documents including: (1) an organizational chart showing the inter-relationships of County, BDR, and debris removal contractor staff, (2) a contact list of relevant staff persons from the County, BDR, and debris removal contractor staff, (3) a copy of the BDR and debris removal contractor contracts, and (4) other key field documents such as a County map depicting TDSRS locations, etc.

Cost Tracking: BDR recognizes that one of its primary responsibilities is to expeditiously implement a cost accounting system to capture critical data required for reimbursement by state and federal agencies.

Staff Mobilization: When the impact of a disaster becomes apparent on the County, essential BDR staff with key experience in various aspects of debris operations (including 72 hour push, truck certification, mapping/zone development, etc.) will mobilize in the region in order to participate in the "response" phase of the disaster event. Staff included in BDR'S field monitor database will be contacted and put on notice of

EXHIBIT A SCOPE OF SERVICES

the potential need to mobilize to the County. During this period, other logistical arrangements, such as lodging arrangements for key staff will be booked in order to ensure reasonable housing for the response period.

Equipment/Supplies Mobilization: The BDR Team will prepare our mobile command center, generators, inventory of load tickets, and other essential field equipment (e.g., cameras, GPS units, etc.) for potential mobilization to the County. We will also contact key vendors (e.g. construction trailer vendors, etc.) to expedite field equipment that will be required for an extended debris removal assignment.

Daily Meetings: BDR will facilitate daily meetings between the County, BDR, and debris removal contractor project management staff (typically around 4 to 5 p.m. in the afternoon) to discuss daily results, problems that require resolution, coordination issues, potential operational improvements, etc. BDR staff members in attendance will include BDR'S Project Manager (or their designee), the BDR Operations Manager for each contractor, and other appropriate BDR staff as necessary. BDR has found that daily meetings are essential for the first few weeks of a debris removal operation after which frequency is typically reduced, as appropriate.

Work Scheduling: BDR will work with the County's designated Debris Manager to schedule work for each day. BDR will assist the County in identifying and addressing critical damage areas and "hot spots" that require immediate attention.

Reports and Website Management: Information is one of the most critical elements of a debris removal operation. BDR's daily reporting system will provide the County with daily and cumulative statistics, including (1) number of collection vehicles operating, (2) total loads and cubic yards collected per TDSRS, by debris type (3) total loads and cubic yards collected per contractor, by debris type(4) average truck size per contractor, (5) number of participants at public drop-off sites, etc. BDR is also prepared to comply with the County's requirements for weekly reports, a final summary report, and other reports and documentation as requested.

The BDR Team can assist the County in developing and managing a website on the debris removal process. The website would likely include: (1) instructions on proper debris set-out procedures, (2) maps (updated daily) showing the progress of debris removal operations and general timeframes when debris removal contractors can be expected in a general area, and (3) daily and cumulative debris collection statistics (loads and cubic yards removed).

Debris Hotline Call Center Operations: Following a disaster, citizens will look to the County for direction regarding the debris removal process and project progress. The BDR Team is prepared to assist the County in establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns. BDR operated a debris hotline for Escambia County, Florida - as a FEMA reimbursable expense - following Hurricanes Ivan and Dennis for approximately a 12 month period.

Contractor Damages: Damages resulting from contractor debris removal efforts are inevitable in a debris removal effort. BDR has developed a database application to track and help the County manage contractor damages.

Resource Management: BDR maintains a staff of Resource Managers with an exclusive responsibility to assist Project Managers and other field staff in obtaining and coordinating staff, equipment, and other critical field logistics.

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Push Period Assistance

The 72-hour push period is the time when debris removal contractors (and/or County crews) are charged with clearing blocked roadways for emergency vehicle passage. If contractor crews are utilized, the work is generally done on a time and materials basis during this period. Because this period is typically reimbursed by FEMA at 100% Federal Share Level, it is critical that equipment utilized for emergency road clearance work is properly identified and logged. BDR is prepared to assist the County during the push period in a number of ways including: (1) conducting an inventory of blocked roads that require immediate clearance, (2) administering the sign in and sign out of labor and equipment to track time and material charges, (3) assisting County staff in maintaining maps or databases to track road clearance progress, and other essential tasks as requested.

Public Information Support

Those local governments that have received the highest praise from their citizenry following a disaster are typically those that have communicated the best. BDR is prepared to provide public information staffing support as requested by the County. BDR has full-time public information/relations staff available to assist County staff with press releases, public notices, web-site development and support, and other public information functions.

Truck Certification

Truck certification is perhaps the most critical element of the monitoring component of a debris removal project because the process establishes a volumetric capacity for each collection vehicle utilized – many of which deliver hundreds of loads during a debris removal project. Minor errors in truck certification measurement and calculation can result in substantial volumetric and cost discrepancies. BDR has established a standard methodology for truck certification.

Aspects of BDR's truck certification procedure include:

- Use of the BDR truck certification form. This form includes the latest in FEMA guidelines on truck certification documentation and volume calculations.
- Minimum Vehicle Requirements: BDR will inspect collection vehicles to ensure TxDOT and County compliance.
- Special notations on truck placards for sideboards and other unique vehicle attributes. These notations inform tower monitors that the measured capacity includes sideboards (or other modifications), thus discouraging collection contractors from fraudulently altering vehicles after certification.
- Photography of vehicles and drivers.
- Periodic spot checks and recertification of trucks that were potentially altered after initial certification.

Field Monitoring

BDR has developed a number of unique approaches to our field monitoring program. Specific aspects of this program are highlighted below.

Local Employees: One very important goal of a disaster recovery effort is to put displaced workers from the local area back to work. The BDR Team is committed to hiring and training field monitor staff from Hidalgo County. Typically, 95 percent of our project staff is hired from the local area. To the extent there are concerns over the quality of field collection monitor staff, BDR is prepared to bring in experienced

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field monitors from other parts of Texas and the Southeast (many of which worked for BDR during the 2004 and 2005 storm season). All BDR field personnel will be provided with badges (including a recent photo) identifying them as County contractors.

Field Monitor Training Program: Prior to monitors being put in the field, they are required to participate in BDR's field monitor training program. Our 2006 training program will include a video and PowerPoint Presentation on field monitor responsibilities. In addition to this training, monitors will be provided with a variety of field reference documents (e.g., sample completed tickets, etc.).

Daily Field Monitor Operations: The bullets below highlight some of the various aspects of a BDR debris removal program.

- At the start-up of collection operations, BDR collection monitors arrive at the staging location approximately 45 minutes prior to the start of field operations. Activities that typically occur during this 45 minute period include: 1) debriefing by Collection Manager and/or field supervisors on important issues, 2) distribution of safety gear (caution lights, safety vests, etc.), and 3) distribution of map books and debris tickets. Strict records are kept of the debris ticket numbers assigned to specific monitors allowing for easy tracking in the event of alleged fraud.
- At the outset of collection operations, we anticipate approximately one monitor assigned to approximately four trucks. As operations continue and trucks spread out within collection zones to efficiently collect scattered debris, the ratio of monitors to trucks will likely decline.
- A collection field supervisor will be assigned to approximately ten to twelve monitors. BDR has found this to a reasonable ratio thereby allowing field supervisors to routinely interface and perform quality assurance control checks with field monitors on multiple occasions each day. Responsibilities of the field supervisor include verification of load ticket accuracy and response to collection monitor and debris contractor issues in the field.
- Field monitors shall be responsible for: (1) verifying the proper loading and compaction of debris into the debris recovery contractor's certified loading container, (2) ensuring that all debris recovery contractors and their subcontractors adhere to the County's Debris Management Action Plan and that they are working in an efficient and safe manner, (3) surveying their assigned areas for special need issues (e.g., stumps, leaners/hangers, etc.), and (4) photographing loads as directed by the County.
- At approximately 3 p.m. each afternoon, we will ask the debris contractor project manager to provide an estimate on the number of monitors that will be required for the following day. This will allow time for the BDR scheduling manager to schedule the appropriate number of collection monitors for the following day.
- At the close of operations each day, all collection and disposal monitors will report back to the staging area to 1) turn in all completed tickets, 2) update the master map book showing street areas cleared of debris on that particular day, and 3) report any inconsistencies or problems that occurred during the day.

QA/QC Program: The vast majority of ticket errors occur within the first few weeks of the initiation of a debris removal program. As such, BDR assigns QA/QC staff to each TDSRS tower with the sole responsibility of reviewing tickets and contacting supervisors and field monitors immediately after errors are identified. This process serves three very important purposes: (1) it allows BDR to quickly rectify ticket errors by getting the correct information immediately, (2) it provides instant feedback to field monitors thereby reducing errors that would otherwise be made throughout the day (until such time as

EXHIBIT A SCOPE OF SERVICES

tickets are reviewed), and (3) it allows BDR to track monitor performance (and terminate those monitors that make repeat errors).

Other Field Monitoring Support Services: BDR has extensive experience with all aspects of debris monitoring beyond traditional right-of-way monitoring to include: (1) leaner and hanger removal programs, FEMA and NRCS waterways debris removal programs, (3) abandoned vehicle and vessel recovery programs, and (4) comprehensive private property/Right of Entry (ROE) debris removal programs. BDR has administered the largest ROE programs in recent history including programs for Escambia County (FL), Pensacola (FL), Gulfport (MS), Harrison County (MS), and Waveland (MS).

TDSRS Monitoring and Support

BDR's approach to TDSRS monitoring and support stems from the parent companies decades of experience in the design and operations of solid waste management disposal facilities. Examples of specific approaches relative to TDSRS monitoring and support are identified below.

TDSRS Emergency Permitting: BDR is highly knowledgeable of State and Federal Emergency Permitting Guidelines. BDR routinely serves as the local government's agent (with regulatory agencies) for TDSRS permitting issues.

TDSRS Tower Monitoring: BDR will provide a minimum of two tower monitors per TDSRS tower site. Specific responsibilities of tower monitors shall include: (1) making truck fullness load calls and recording the information on the proper load ticket, (2) taking photographs of loads (as directed by the County), (3) consulting with truck drivers and debris contractor staff on potential safety issues, (4) verifying that contractor equipment is empty prior to leaving the TDSRS, (5) collecting and organizing load tickets and providing them to designated BDR staff. BDR's tower monitor training documents are included in Section 4. BDR is also prepared to provide security at TDSRS sites while not in operation.

Public Drop-Off Site Operations: BDR is prepared to provide site supervision (at levels directed by the County) for any public drop-off sites that the County may elect to open. Residential drop-off site services routinely provided by BDR include site permitting, traffic support, address verification (eligibility determination) and recording, general customer service functions, and site closure and security.

Market Assistance: BDR staff is uniquely familiar with disposal and recycling markets throughout the Southeastern United States. During the 2004 and 2005 storm season, BDR has assisted a number of our clients in evaluating proposals by collection contractors on proposed outlets for storm debris residuals (both wood chips and C&D debris).

Other TDSRS Support Services: BDR is prepared to assist the County with any other TDSRS services that may be required including traffic support (i.e., flaggers) and after-hours site security.

Data Administration and Invoice Reconciliation

One of the most important and time consuming elements of a disaster recovery operation is the process of managing thousands of load tickets and reviewing and approving debris contractor invoices. BDR has received praise from both municipal staff and debris contractors for the promptness and level of attention that we have placed on this very important element of the debris recovery process.

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After tickets are turned in to the staging location each day, the following steps will take place:

- Tickets will be transported to BDR's local field office and entered into BDR's database on the following day. Load tickets and other critical source documentation will also be digitized (scanned).
- As soon as all tickets have been entered (typically around 3 p.m.), the County (and any other stakeholders that the County would like to have the information - FEMA debris coordinator, etc.) will be emailed a summary of the previous day's work to include total trucks in the field, total debris loads collected (by material type), total cubic yardage collected (by material type), and other data, as requested, by the County. BDR can also provide a daily GIS map to the County showing the roads that have received first, second, and third collection passes.
- If desired, BDR can also maintain this information on a County or BDR website so that accurate, near real-time information is available to the public.
- Tickets are filed in numerical order, by day, by debris site.
- Database queries are run to check for blank fields on tickets, duplicate ticket numbers, unreasonable cycle times (time loaded vs. unloaded), etc. If a problem is noted, the tickets are pulled and reviewed. If necessary, the collection monitor who wrote the ticket is interviewed to clarify critical information.
- For invoice reconciliation, once invoices are received at BDR's offices they are electronically and physically date stamped. A database query is run that performs a ticket by ticket comparison of the BDR database versus the contractor database. The database generates a report that shows where the two databases agree, disagree, or have missing information. A BDR data analyst is tasked with pulling all tickets in question and making a determination of required corrective action. A pre-approval report summarizing all tickets that match or pass the reconciliation process is forwarded to a BDR financial analyst. To the extent that tickets still in dispute are less than the contractor's retainage - the invoice (less the retainage) is approved for payment. The BDR manager in charge of invoicing then prepares a letter to the County representative responsible for invoice payment recommending payment of the invoice. Following invoice approval, an extensive process to evaluate tickets that differ in the BDR and Contractor databases is performed. This typically requires significant communication between BDR and contractor staff to resolve discrepancies. After all discrepancies are resolved, BDR sends a follow-up letter to the County recommending the amount of retainage to be released. Finally, a BDR invoicing specialist performs an audit of materials in the invoice file to ensure that the file is complete.
- BDR's proprietary database allows the County to track the impact payment approvals make on obligated Project Worksheets and County Purchase Orders. This allows the County to effectively plan PO adjustments and the need to generate adjustment (Version) Project Worksheets.

Funding Support

The BDR Team is committed to ensuring that our clients receive maximum reimbursement for eligible work from state and federal agencies. Specific funding support services provided by the BDR team are outlined below.

- **Immediate Needs Funding Support:** One of the unique elements of BDR's approach is our focused initiative to obtain immediate Needs Funding for our clients. This process involves: (1) development of a debris quantity estimate that is supported by FEMA staff, and (2) preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of a project, and (3) assisting the County and FEMA Public Assistance officers with PW amendments (as actual debris quantity estimates begin to firm up).

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- **Appeals:** Based on our in-depth knowledge of FEMA reimbursement policies, BDR routinely assist our clients in preparing appeals. Our legal staff and appeals specialists have successfully recovered millions of dollars of previously de-obligated funds on behalf of communities throughout the Southeast.
- **Funding/Regulatory Assistance:** The BDR Team has former senior level FEMA staff located in Washington, D.C. that can provide support in tracking client PWs throughout the process and providing quick response to problem issues that may be slowing funding.

B. Emergency Management Planning and Training

Following the unprecedented 2004 and 2005 hurricane seasons and more specifically the devastating results of Hurricane Katrina, government ignorance of the potential catastrophic results of a hurricane is no longer a valid excuse.

At BDR, we work with our clients prior to Hurricane Season to ensure that the necessary plans, contracts, and procedures are in place in order to respond quickly and efficiently to any emergency situation and to identify and attain government funding programs available following a declared disaster.

The BDR Team provides a wide variety of pre-event/preparedness services to our clients. The sections below provide a summary of the approach that BDR takes to a number of these services.

COOP Plans: The BDR Team - including our strategic teaming partner Excelliant - has developed a proven disaster preparedness planning methodology that is based upon the latest business continuity planning, disaster preparedness, and project management principles. This process-centric methodology has been used by governments across the country to develop Continuity of Operations Plans (COOPs). The focus of the BDR Team's methodology is on identification of the core operations processes, identification of essential facilities, equipment, records and other resources that are required to perform those processes and the plans to facilitate a timely and orderly recovery from an emergency. The BDR Team's methodology for continuity planning is designed to meet the requirements of the Emergency Management Accreditation Program (EMAP), National Incident Management System (NIMS) and the National Fire Protection Association (NFPA) 1600 planning standards.

The BDR Team orients government personnel to the COOP process; conducts interviews with key personnel to gather necessary and appropriate information regarding essential functions and resources; and develops and implements an effective COOP. The project involves the following phases:

- **Project initiation.** The Initiation Phase sets the stage by identifying key personnel and the scope of the planning process.
- **Disaster readiness assessment.** The Disaster Readiness Assessment Phase focuses on defining core government operations so that critical processes and resources can be identified.
- **Vulnerability and risk analysis.** The Vulnerability and Risk Analysis Phase documents and prioritize the vulnerabilities and risks identified during the Disaster Readiness Assessment phase of the project.
- **Disaster readiness planning.** The Disaster Readiness Planning Phase pulls the process together in a set of planning documents designed for use in responding to all hazards that disrupt normal operations. The BDR Team conducts a final walk through of the plan with the government's designated Disaster Readiness Team made up of representatives from administration, emergency services, facility

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services, finance, health, law enforcement and social services and discuss a strategy for ongoing maintenance of the plan.

- **Continuity Exercise.** BDR's experienced facilitators will lead orientation sessions and tabletop exercises to test the plan with core departments, document the findings, and prepare an after action report. The deliverables of the tabletop exercise will serve as templates for the County to conduct future exercises.

The methodology is designed to comply with the standards of the Emergency Management Accreditation Program (EMAP) for 2003 and 2004. (The 2005 standard has not been finalized). Excellent staff worked with the current Vice Chairman of the EMAP commission to review its methodology while the EMAP standards were still only in draft form in early 2003. The methodology has continued to meet the standards as the standards evolved.

Debris contractor procurement: Given our in-depth knowledge of FEMA reimbursement policies, BDR recognizes the necessity of competitively-bid contracts. We have assisted a number of clients in writing procurement documents and assisting in the debris hauler evaluation process. Our approach to assisting the County with this process involves understanding the geography, demographics, and culture of the community and developing a scope of work (and corresponding pricing structure) that encompasses all of the potential needs of the County. BDR designs comprehensive procurement documents and resulting contracts to protect our client's economic health and eliminate potential exposure associated with scopes of work that historically have not been reimbursed by FEMA.

Mock Training Exercises: A mock training exercise is an effective method of testing and evaluating the readiness of a community to respond to an emergency situation. We can assist the County in designing and conducting drills or "table-top" exercises to evaluate staff readiness.

TDSRS Identification and Selection: As a result of BDR's experience in managing and monitoring millions of cubic yards of temporary debris storage and reduction, BDR understands the requirements necessary for an adequate TDSRS location. Our disposal experts review logistics, acreage, vegetative and population density analysis, local ordinances and contract reduction methods to identify safe, efficient, and effective TDSRS locations. We have experience in working with County GIS systems to identify potential sites and conduct field investigations to determine constituent acceptability and the likelihood of successfully permitting the site under TCEQ emergency guidelines.

Debris Management Plan Development: Specific elements of debris management plans prepared by BDR include an organizational assessment, a TDSRS evaluation to include Tier 1, 2, and 3 sites, a detailed summary of debris removal operations available to implement when necessary, and an action plan that outlines the specific steps that need to occur at each phase of the debris management process.

Emergency Operations Center Support: BDR is prepared to provide staff support at the County's EOC prior to, during, and immediately following the disaster event. As part of this effort, BDR will also assist the County in activating other contractors and identifying other immediate priorities.

Multi-Jurisdiction Coordination: County governments are often relied upon by their member communities to provide many of the core services required to respond to natural or man-made disaster. BDR recommends (and frequently facilitates) an annual meeting of those individuals from the County, incorporated cities, and other key stakeholders (TCEQ, School Board, etc.) that may be involved in debris management issues following a disaster to outline responsibilities of each jurisdiction or agency.

EXHIBIT A SCOPE OF SERVICES

TxDOT Coordination and Road List Database Development: Perhaps the most critical pre-event activity is coordination with TxDOT on road clearance and debris removal responsibilities. BDR can assist the County in developing a road database with associated maintenance responsibilities and ensuring that there is a clear understanding between TxDOT and the County regarding the road segments to be handled by each entity. Identification of the responsible applicant for various road segments is critical for reimbursement from FEMA and FHWA.

Annual Meetings: In addition of the multi jurisdiction coordination meetings discussed above, BDR recommends one or more annual meetings between the County, debris contractor(s), and monitoring firm. The purpose of these meetings is to ensure a common understanding and coordinated effort regarding processes and procedures exercised prior to, during, and following a disaster situation.

Public Information Planning and Support: Another critical element of a disaster preparedness and response program is accurate, coordinated public information. BDR is prepared to work with the County's Public Information Officer in preparing "pre-season" notices and educational materials to inform the citizenry of what to expect following a disaster. We also have extensive experience in preparing press releases and newspaper notices as well as participating in interviews on local access television stations.

Process Readiness: Another unique approach of the BDR team is that of process readiness. In the term process readiness - we are referring to the process of preparing BDR to react quickly and efficiently to a natural or man made disaster event. This process includes supply management of load tickets, truck certification forms, and other critical supplies necessary for immediate response and accurate documentation. We use technology to make data management more efficient, upgrading our load ticket and invoice reconciliation software systems. Our management team broadens their knowledge and skill sets with FEMA guidance workshops, advanced OSHA certifications, and emergency response training.

Mitigation Program Support: BDR has extensive experience in developing hazard mitigation plans and funding strategies to assist communities in receiving Federal and State disaster and mitigation funding and special appropriations for disaster relief, long term recovery and mitigation projects. We routinely provide Local Mitigation Strategy staff support to improve the community's resistance to damage from known natural hazards by providing technical and strategic assistance in prioritizing and positioning their initiatives to compete effectively for pre- and post-disaster mitigation funding, thereby reducing the cost of disasters at all levels and speed community recovery.

BDR is prepared to work with the County in determining the planning and preparedness services that the County feels are necessary.

C. Damage Assessment and Reconstruction Services

BDR is available to provide comprehensive damage assessment and reconstruction services to the County. A summary of our proposed damage assessment and reconstruction services is outlined below.

Damage Assessment

As a subsidiary of an international engineering and consulting firm, BDR possesses unique skills and resources to assist the County with a damage assessment inventory following a natural or man made disaster. Our approach to damage assessment begins with the BDR project manager coordinating with the County's debris manager (or other assigned individual) to identify the specific damage assessment

EXHIBIT A SCOPE OF SERVICES

services requested (e.g. debris related, structures, utilities, etc.). The BDR Project Manager will communicate with the BDR Resource Manager and the appropriate staff with the proper service acumen will mobilize.

Debris Estimation: A key element of the damage assessment process is determining the quantities of debris created by the event throughout the County. In order to adequately plan and mobilize for a disaster debris recovery effort, it is critical to understand the potential quantities of debris that may be generated. BDR has found that rather than relying upon a single approach, a combination of debris estimating methodologies generally produces a more accurate estimate. Debris estimating methodologies that will be used by BDR include:

- U.S. Army Corp of Engineers Debris Estimating Model (this model is widely utilized and takes into account factors such hurricane category, population base, amount of vegetative cover, etc.);
- Drive-By Parcel Survey to estimate the average quantity of debris per parcel, then multiplying the debris per parcel figure by the total number of parcels (residential, commercial, or both) in the applicable jurisdiction;
- Flyover (to determine if the debris field is isolated in certain areas or widespread across the entire jurisdiction); and
- Personal estimates by BDR and debris contractors experienced in disaster recovery efforts.

Each of these approaches will be considered in developing an estimated debris volume in the County.

Critical Infrastructure Evaluation: BDR has trained engineers and construction managers on staff to assist the County in evaluating damages to critical infrastructure including facility and utility systems. BDR is also prepared to assist the County in assessing the habitability of structures. We can assist the County in preparing cost estimates for damages and identifying and implementing short-term solutions to facility and utility system issues.

Reconstruction Services

In the event of a natural or man-made disaster impacting the County, the BDR Team - including BDR's parent R.W. Beck, Inc. and our strategic teaming partner Excelliant - are committed to the long term recovery of the County. R.W. Beck, Inc. is listed in the Engineering News Record (ENR) as one of the Top 100 design engineering firms in the United States and has vast resources and capabilities to assist the County in restoring critical infrastructure from initial damage assessment through planning and design to construction management and oversight. Most recently, BDR has been assisting the City of Waveland, Mississippi in restoring the City's stormwater management system (including culvert replacement, etc.).

In addition, R. W. Beck provided a broad range of services to the Virgin Islands Water and Power Authority (VIWAPA) following Hurricanes Hugo in 1989 and Marilyn in 1995. On both occasions, R. W. Beck conducted an assessment of the initial damage to VIWAPA's transmission and distribution system and generation facilities. We prepared cost estimates and coordinated with FEMA to align their calculations to damage cost estimates. R. W. Beck also provided field monitoring and technical assistance during reconstruction. When reconstruction was complete, we conducted a follow up field inventory of VIWAPA's system and developed new transmission and distribution maps.

Specific reconstruction services offered by the BDR Team include:

- System master planning (utilities, transportation, etc.);



July 23, 2007

Ms. Laura Moya
Hidalgo County, Purchasing Department
100 North Clossner Boulevard
Edinburg, TX 78539

Subject: Disaster Debris Removal Monitoring and Consulting Services

Dear Ms. Moya:

Over the past half century, the State of Texas has had 81 disaster declarations by the Federal Emergency Management Agency (FEMA) more than any other state in the country. Of those 81, 18 were the direct result of a hurricane or tropical storms. Most recently as you know, Hurricane Dolly came ashore on South Padre Island earlier this morning leaving a path of destruction and promising heavy flooding.

At this unfortunately time, Hidalgo County and communities across the southern coastal border of Texas could benefit from the services of a qualified firm to provide disaster debris monitoring services to support the oversight and management of debris recovery contractors and provide damage assessment data collection support.

Beck Disaster Recovery, Inc. (BDR), a wholly-owned subsidiary of R. W. Beck, Inc., is pleased to provide these essential services to support the County to help you recovery from this devastating storm and get you the maximum allowable reimbursement possible. As a result of years of experience in performing these types of projects, BDR has developed and fine-tuned a clearly defined approach, which we are confident will provide the County with end-to-end solutions to expedite the recovery process. We offer the County the following distinct benefits, which sets us a part from other firms.

- **Institutional Knowledge of State of Texas:** BDR and its parent company have maintained offices in Houston, Austin and Dallas, Texas for over 20 years and have become well entrenched in the local and state governmental and emergency response operations. In addition, BDR's Senior Management Team, including John Buri and Jon Hoyle, has served communities across the State of Texas through mock-activations, pre-hurricane season meetings and training seminars and also helped Jefferson County recover from Hurricane Rita in 2005.
- **Participation in H-GAC's Cooperative Purchasing Program Expedites Start-up.** For the past four years, BDR has been a pre-qualified vendor on the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program's Environmental, Community Planning, Engineering, and Homeland Security Consulting and Related Services. This program allows participating local governments, like the County, to contract directly with BDR for post-disaster response and recovery services without having to go through a standard procurement process, which would delay our ability to begin work immediately. In addition, a BDR representative sits on the H-GAC Cooperative Purchasing Program Advisory Council.
- **Ability to Respond/Texas Presence:** BDR already has a core management staff in state and is prepared to mobilize a full complement of support within 24-hours of receiving notice to proceed. With offices in Houston, Austin and Dallas Texas and throughout Louisiana and Mississippi and the vast majority of our professional staff currently residing on the Gulf Coast, BDR is positioned to be fully mobilized and available to the County immediately. BDR is licensed to do business in the State

EXHIBIT A
SCOPE OF SERVICES

- Permitting - including utility systems, facilities, disposal sites, etc;
- Utility system planning, design, permitting, and construction management;
- Transportation system design and engineering;
- Scheduling and cost estimating;
- Program and Construction management;
- Development of procurement documents for facilities, utility systems, etc.
- GIS support;
- Signage inventory and replacement; and
- Other reconstruction services requested by the County.

EXHIBIT B
HOURLY LABOR RATES

Consultant labor rates for ~~disaster monitoring advice~~ requested by the County are provided below. Expenses associated with travel, per diem, lodging and mileage will be invoiced at the federal published reimbursement rate at the time the expenses are incurred, and will be billed to the County, at cost, without mark-up. All other project-related costs (e.g., cell phone usage, office supplies, copying, etc.) are included in the labor rates below.

Schedule of Hourly Labor Rates

Title/Role	Hourly Rate
Project Manager/Principal-in-Charge	\$115.00
FEMA Coordinator	\$110.00
Deputy Project Manager	\$100.00
Data Manager	\$95.00
Operations Manager	\$85.00
Field Supervisor	\$75.00
GIS Operator	\$75.00
Billing/Invoice Manager	\$75.00
Disposal Site Monitor	\$50.00
Collection Monitor	\$45.00
Citizen Drop-off Site Monitor	\$45.00
Load Ticket Data Entry Clerk	\$38.00
Project Coordinator	\$38.00

* Rates are subject to annual adjustments on the anniversary date of the contract in accordance with the U.S. Consumer Price Index.

EXHIBIT B
HOURLY LABOR RATES

Schedule of Hourly Labor Rates for Other Preparedness, Response, and Recovery Services

To the extent the County requests BDR's assistance for services other than debris management services, such as pre-event disaster/emergency management planning, including, but not limited to, the development of disaster debris response plans, debris contractor procurements, emergency operating and preparedness planning, hazard mitigation planning, Emergency Management Accreditation Program (EMAP) Accreditation, continuity of operations planning, mitigation grant writing and project management or other post-event recovery services not listed above, including, but not limited to, infrastructure damage assessment and restoration, housing/building/utility/transportation system inspections, engineering, contract procurements and construction management, hazard mitigation grant writing, etc., the following hourly billing rates would apply.

Schedule of Hourly Labor Rates for Consulting Services

Personnel Classification	Hourly Rate
Subject Matter Expert	\$240.00
Executive Consultant/Planner/Analyst	\$225.00
Principal Consultant/Planner/Analyst	\$210.00
Principal-in-Charge	\$190.00
Project/Program Manager	\$175.00
Supervising Consultant	\$158.00
Senior Consultant	\$150.00
Consultant III	\$135.00
Consultant II	\$125.00
Consultant I	\$110.00
Program Analyst	\$95.00
Consulting Aide	\$90.00
Planning Aide	\$80.00
Analytical Aide	\$75.00
Research Assistant II	\$66.15
Research Assistant	\$51.00
Administrative Specialist III	\$60.00
Administrative Specialist II	\$48.00
Administrative Specialist I	\$44.00

* Rates are subject to annual adjustments on the anniversary date of the contract in accordance with the U.S. Consumer Price Index.

of Texas and is committed to maximizing local staffing on this important project. Upon notice to proceed we will immediately use our local relationships to seek office space in the County.

- **Nations Largest Staff of Debris Management Experts:** BDR maintains an experienced staff of over 85 disaster recovery experts, and has access to over 1,800 trained staff on call to assist with a disaster/emergency event, affording BDR the ability to deploy within hours of an event. *At its peak during the 2005 hurricane season, which was reached on November 15, 2005, BDR employed in excess of 2,300 personnel on behalf of 25 clients in Florida, Texas and Mississippi, covering a population of nearly 5.5 million.*
- **Bilingual Staff to Meet the Diverse Needs of Community:** BDR understands that being a border state, a large percentage of the County's population is of Hispanic or Latino descent and a language other than English is spoken at home. BDR is committed to providing bilingual project management staff to interface with citizens and develop multi-lingual public information materials.
- **Proven Capabilities in Providing Disaster Debris Management and Reimbursement Services:** BDR has been providing disaster management, recovery and reimbursement services to local government clients throughout the U.S. for over 18 years. Since the 2004 hurricane season, *BDR has managed the recovery effort for over 50 million cubic yards of debris on behalf of over 40 public sector clients - resulting in excess of \$1.5 billion in FEMA reimbursable costs to our clients.* We have managed projects in response to every hurricane making landfall in the U.S. during 2004 and 2005, as well as various tornadoes and ice storm projects.
- **Commitment to Continuous Quality Improvement:** In the past 18 months, BDR has invested nearly \$2 million in improving our data management systems and reporting processes to ensure that accurate and expeditious reports are provided when we are called upon to activate our staff. The investments BDR has made in our Mobile Command Center, automated ticketing technology, geographic information system (GIS) tracking tools for roads and canals and hauler invoice reconciliation software will speed the processing and approval of the County's hauler invoices and provide up-to-date information on the recovery effort to County officials.
- **FEMA Reimbursement Experts/Washington D.C. Lobbying Support:** As a unique benefit to the County, BDR maintains a staff of reimbursement experts that have been successful in obtaining reimbursement for over \$1.5 billion of debris-related costs. As part of this support team, BDR has retained the services of Dan Craig, former FEMA Director of Response and Recovery and Jim Schumann, former FEMA Director of Legislative Affairs, in Washington D.C. to help BDR clients maximize reimbursement from FEMA and to obtain favorable interpretation of FEMA reimbursement policy.
- **"Best in Class" Service:** All hazards mitigation, emergency preparedness/planning response and recovery are our core business – not a part-time practice. *BDR is dedicated to building a world-class organization to provide "best in class" service to our clients.*

Although we hope no harm will come to the County, we would be honored to work with you to provide the high quality service our clients have come to expect. If you have any questions regarding this response, please feel free to contact me at (407) 803-5700 or John Buri at (713) 737-5763

Sincerely,
BECK DISASTER RECOVERY, INC.



ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
7/25/2008

PRODUCER Commercial Lines ... 206-892-9200
ABD Insurance & Financial Services
601 Union Street
Seattle, WA 98101

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Beck Disaster Recovery, Inc.
1001 Fourth Avenue, Suite 2500

Seattle WA 98154

INSURER A: Traveler's Property & Casualty Company of America
INSURER B:
INSURER C:
INSURER D:
INSURER E:

25674

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 ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	P630533D116ATILO8	07/01/2008	07/01/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	P810533D166ATILO8	7/1/2008	7/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	PJUB2813L40A08	7/1/2008	7/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Disaster Clean Up (Orlando - BDR)
Hidalgo County, Texas is an additional insured as their interest may appear.

CERTIFICATE HOLDER

Hidalgo County, Texas
Attn: Vangie Garcia
100 North Clossner Boulevard
Edinburg, Texas 78539

CANCELLATION Ten Day Notice for Non-Payment

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 *Ann Callahan*

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



February 26, 2009

Ms. Laura Lee Renteria-Moya
Hidalgo County Purchasing Department
2812 S Business 281
Edinburg, Texas 78539

Subject: Best and Final Offer - Proposal for Disaster Debris Hauler Procurement

Dear Ms. Renteria-Moya:

In accordance to your email dated February 25, 2009, Beck Disaster Recovery, Inc. (BDR) is submitting a best and final offer (BAFO) for the disaster debris hauler procurement proposal (Proposal) BDR submitted to Hidalgo County (County) dated October 21, 2008, attached as Exhibit A.

Typically, BDR's proposed fee schedules are valid for a period of 60 to 90 days from the date of the Proposal. BDR will provide the requested services for the County under the same rates extended in our original Proposal.

In addition, BDR shall comply with the terms and conditions from the County's Travel Policies, Guidelines, and Procedures Manual attached as Exhibit B.

We look forward to the opportunity to develop the County's disaster debris hauler procurement so that it can respond quickly and effectively to future debris generating events. If you have any questions or need additional information, please feel free to contact me at (321) 303-2543 or Betty Kamara at (407) 803-2551.

Sincerely,

BECK DISASTER RECOVERY, INC.

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

Jon Hoyle
Vice President

Cc: Ramon Vela, Hidalgo County Purchasing Department



October 21, 2008

Ms. Laura Lee Renteria-Moya
Hidalgo County Purchasing Department
2812 S. Business 281
Edinburg, Texas 78539

Subject: Letter Proposal for Disaster Debris Hauler Procurement

Dear Ms. Renteria-Moya:

Per your request, the purpose of this proposed work order is for Beck Disaster Recovery, Inc. (BDR) to assist Hidalgo County, Texas (County) in the development of the scope of work and technical specifications for a Request for Proposal (RFP) to be utilized in procuring disaster debris removal services.

Task 1 – Issues Outline and Scoping Meeting

BDR will facilitate a scoping conference meeting with County staff, the H-GAC, and BDR to explore options available to the County as it relates to procuring a debris removal contract through the H-GACBuy program. During this meeting, BDR will facilitate discussions pertaining to strategy and discuss key elements of the RFP scope of work and technical specifications. In preparation for the meeting, BDR will develop an issues outline that includes recommended items for the specifications. Items included on the issues outline comprise: (1) term of the agreement (including extensions), (2) scope of work (ROW debris removal, leaners / hangers, emergency push services, fuel / generators, etc.), (3) number of contractors to be shortlisted or awarded, (4) evaluation process / ranking factors, and (5) identification of contractors to receive the complete RFP, etc. The issues outlined will be utilized during the scoping meeting in order to obtain feedback from the County on how the RFP scope of work and technical specifications should be structured and worded.

Following the meeting, BDR will update the issues outline within seven calendar days to document the decisions made during the scoping meeting and incorporate them with the County's standard terms and conditions for Solid Waste/Construction contracts.

Task 2 – Develop Request for Proposal Scope of Work and Technical Specifications

BDR will utilize the decisions made during Task 1 to develop the scope of work and technical specifications for an RFP document sufficient for the County to utilize in procuring disaster debris removal services. Following BDR's development of the first draft, BDR will schedule a conference call meeting with the County to review the County's comments on the draft RFP document. Within seven calendar days following the meeting, BDR will incorporate comments from the meeting into a second draft RFP

document for review by the County. For the second draft, BDR will participate in another meeting via conference call with the County to obtain any final comments. Comments from the second draft meeting will be incorporated into the final RFP document within seven calendar days. All draft and final documents will be provided electronically to the County in MS Word format.

Optional Task 3 – Post-Release Services

As necessary, BDR is available to assist the County in responding to questions posed by prospective vendors after release of the RFP and prior to the due date for responses to the RFP. BDR will provide input to questions fielded by the County Purchasing office within one calendar work day of notification.

Upon receipt of proposals by the County, BDR is also available to provide assistance to the County Selection Committee tasked with evaluating proposals. Assistance will include review of hauler responses and evaluation of proposing contractors based on agreed upon selection criteria, including a comparison of proposers' rates. Upon receiving associated materials, BDR will provide feedback to the County within five calendar days.

Due to the inability to determine the exact level of effort required for Task 3 services, these services will be billed on a time and materials basis as requested. Services associated with this task shall be billed at the Project Manager rate (\$175/hr), the Senior Consultant rate (\$150/hr) and/or the Consultant Aide rate (\$90/hr) in BDR's contract with the County, depending upon the level of expertise required. The Senior Consultant and Consultant Aide will analyze data that is collected and prepared by the Project Manager.

Proposed Timeframe

BDR proposes to complete all tasks within 120 calendar days of notice to proceed from the County. This timeframe takes into consideration the time needed for proposers to respond to the RFP and the County to review such responses. The table included below contains proposed response times, in calendar days, to specific deliverables associated with each task.

Task	BDR Response Time Following County Comment/Notice (in calendar days)
Task 1: Issues Outline and Scoping Meeting <ul style="list-style-type: none">▪ Initial scoping meeting▪ Revise issues outline	7 days 7 days
Task 2: Develop Request for Proposal Scope of Work and Technical Specifications <ul style="list-style-type: none">▪ Development of first draft	14 days

Task	BDR Response Time Following County Comment/Notice (in calendar days)
<ul style="list-style-type: none"> ▪ Meeting to review first draft ▪ Development of second draft ▪ Meeting to review second draft ▪ Development of final RFP scope and technical specifications 	<p>14 days*</p> <p>7 days</p> <p>7 days</p> <p>7 days</p>
<p>Optional Task 3: Post-Release Services</p> <ul style="list-style-type: none"> ▪ Response to County questions ▪ Assistance in review of hauler responses and evaluation of proposing contractors 	<p>1 day (per occurrence)</p> <p>5 days</p>

Cost Proposal

BDR proposes to execute Task 1 and Task 2 of the work order above for a fixed fee rate inclusive of reasonable and customary travel expenses for two BDR Consultants to travel to Hidalgo County. This travel will occur during Task 1 of the project to facilitate the scoping conference. Travel expenses include estimates for airfare, hotel, rental car and meals for one night and two days for two people. The fixed-fee cost for Tasks 1 and 2 is \$16,480.

To the extent that the County desires BDR's services with post-release services (Task 3), BDR proposes to perform these services on a time and materials basis/ not to exceed amount of \$8,480.

Beck Disaster Recovery is pleased to have the opportunity to continue working with Hidalgo County. We look forward to assisting the County with its disaster preparedness activities and are committed to being well prepared in the event we are called upon to assist the County with post-event activities. If you have any questions concerning this letter proposal, please contact me at (321) 303-2543 or via email, jhoyle@beckdr.com.

Sincerely,
BECK DISASTER RECOVERY

Jon Hoyle
 Vice President

* Meeting may occur earlier than 14 days depending on availability of the County



HIDALGO COUNTY, TEXAS	Procedure:	T.1
	Page:	1 of 22
	Date Authorized:	08/05/2008
	Supersedes:	04/04/2006
ACCOUNTING PROCEDURES MANUAL		

TRAVEL POLICIES, GUIDELINES, AND PROCEDURES

REFERENCE

County Auditor's Form T-1 "Application for Out-of-State Official Travel"
 County Auditor's Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"
 County Auditor's Form T-3 "In-County Travel Automobile Expense Claim"
 County Auditor's Form T-4 "Final Travel Expense Claim."
 County Auditor's Form T-5 "Out of County - Travel Advance Request"

AUTHORITY

Local Government Code § 152.011 "Amount set by Commissioners Court"
 Local Government Code § 152.035 "Reimbursement for Mileage Expenses" (County Auditor)
 Local Government Code § 152.901 "Travel expenses for Certain County Agents and Board Members"
 Local Government Code § 152.907 "Continuing Education Expenses for County and Precinct Officers"
 Government Code § 611.001 "Lodging and Meal Expenses"
 Government Code § 611.002 "Common Carrier Fares"
 Penal Code § 39.02 "Abuse of Official Capacity"

Internal Revenue Service Publication 1542 "Per Diem Rates"
 Internal Revenue Service Publication 15 "Employer's Tax Guide" (Circular E).
 Income Tax Regulations § 1.62-2 "Reimbursements and other expense allowance arrangements"

BACKGROUND

Local Government Code § 152.011 authorizes the Commissioners' Court to set the amount of the travel expenses and other allowances for County and precinct officers and employees who are paid wholly from County funds.

Commissioners' Court approved the original policies, guidelines and procedures on June 1, 1996. On August 5, 2008, the Hidalgo County Commissioners' Court revised the travel policies, guidelines, and procedures that were previously amended on April 4, 2006. These travel policies, guidelines, and procedures supersede those found in the Hidalgo County Personnel Policy Manual ("Brown Book") and the Hidalgo County Civil Service Commission Rules ("Blue Book"). The travel policies, procedures, and guidelines set forth below are applicable to Hidalgo County Officials (Elected Officials, Appointed Officials, and Department Heads) and employees.

Hidalgo County has adopted an "Accountable Plan" for the reimbursement of business travel expenses. Pursuant to Federal Tax Regulation § 1.62-2, reimbursements for travel under an "Accountable Plan" must meet three requirements as follows:

1. There must be a business connection and the expense must be reasonable;
2. There must be a reasonable accounting of the expenses (amounts paid up to the allowable federal per diem rates are deemed substantiated); and
3. All excess reimbursements must be repaid in a reasonable time.

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Federal Tax Regulation § 1.62-2(k) provides that, in addition to these three tests, the plan cannot exhibit a "pattern of abuse." If a payer's reimbursement or other expense allowance arrangement evidences a pattern of abuse of the rules of section 62(c) and this section, all payments made under the arrangement will be treated as made under a nonaccountable plan.

Pursuant to Federal Tax Regulation § 1.62-2(c)(5), payments or reimbursements under a nonaccountable plan are included in the employee's gross income, must be reported as wages or compensation on the employees Form W-2, and are subject to withholding and payment of employment taxes (social security, Medicare, unemployment).

POLICIES AND GUIDELINES

1. Travel expenses shall be allowed only for County Officials and employees while on official business. The purpose of the trip must be for the County's benefit and/or be related to the department's primary business activities as follows:
 - a. To obtain statutorily required continuing professional education;
 - b. To obtain continuing education related to an employee's work or maintenance of a license or certification;
 - c. To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations;
 - d. To participate in professional organizations related to the employee or official's job assignment;
 - e. To conduct essential research and information-gathering for improvement of County operations or compliance with the law;
 - f. To monitor the development of state or federal legislation or implementation of legislation that might affect the County;
 - g. To participate in forums, coalitions, and discussions relating to the policy, legislative and regulatory interests of the County;
 - h. To pursue the County's interests in litigation or criminal justice;
 - i. To promote the economic development interests of the County; or
 - j. To carry out other purposes determined by Commissioners' Court to be in the interest of the County.
2. Sufficient funds must be available in the adopted budget before expenditure is made.
3. Travel expenses must be reasonable and necessary. Any inappropriate or excessive costs will be at the expense of the traveler.
4. Preference should be given to local and in-state training, unless training is not available locally or in-state.

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5. AUTHORIZATION FOR OUT-OF-STATE TRAVEL
 - a. Out-of-state travel shall be kept to a minimum.
 - b. The Department of Budget and Management (DBM) must approve all out-of-state travel before any reservations and/or travel are made (except for mandatory travel such as transportation of detainees and investigations). **Form T-1 "Application for Out-Of-State Official Travel"** must be submitted to the DBM in order to justify the need to travel out-of-state.
 - c. The County is not obligated to pay for travel if prior approval from the Department of Budget and Management is not obtained.

6. METHOD OF PAYMENT FOR TRAVEL EXPENSES
 - a. Direct Payment - The County Auditor's Office may pay registration fees, hotel, and airline reservations directly to vendors. The request for payment must be received with sufficient time for the check to be processed by the County Auditor's Office - Accounts Payable Section (at least two weeks prior to the date the check will be needed).
 - b. Department's Travel Card - If request for payment is not received within the time specified above, the Purchasing Department should be contacted in order to request that payment be made through the Department's travel card (see Travel Card procedures).
 - c. Traveler's Personal Credit Cards and/or Cash - Travel expenses incurred by employees and officials while conducting County business may be paid through personal credit cards and/or cash. The employee or official will be reimbursed by the County for reasonable and allowable expenses in accordance with this Policy upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the limit, and late charges, incurred in a personal credit card by the traveler.
 - d. Travel Advance - The employee or official may also receive a travel advance subject to certain restrictions (see Section 16).

7. COORDINATION OF TRAVEL
 - a. "Coordination of travel" in this Section means County employees traveling together in a personally owned vehicle, County vehicle, or leased motor vehicle.

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- b. Coordination of travel is required when two, three, or four County employees employed by the same County department travel on the same dates with the same itinerary to conduct the same official County business. If more than four County employees employed by the same County department travel on the same dates with the same itinerary to conduct the same official County business, then coordination of travel is required for each group of four employees and for any fraction in excess of a multiple of four employees.
 - c. When coordination of travel is required, reimbursement will only be made to the driver of the personally owned vehicle (mileage) or leased motor vehicle (fuel charges). Mileage incurred by a County employee to meet at a location or to pick up other County employees may be reimbursed. This mileage must be reasonable and documented in detail (see Section 9).
 - d. Coordination of travel, however, is not required if the County Official determines before travel that coordination of travel is not feasible. That determination may be based only on factors relating to official County business. Determinations should be made on a trip-by-trip basis and must be provided in a written memo to the County Auditor's Office - Accounts Payable Section. If the County Auditor's Office determines that the rationale for the determination was not related to official County business, the reimbursement will only be made to one of the travelers.
8. **AIR TRAVEL**
- a. The most economical airfare should be obtained (only coach fare will be allowed). If travel more expensive than coach fare is obtained, the fare must be paid with the traveler's funds and the difference between the coach fare and the fare obtained will not be reimbursed to the traveler. Refundable fares should be considered if possibility of a trip cancellation exists. Commercial airlines are normally the most economical mode of transportation for out-of-state travel. Airline tickets should be reserved in advance, when possible, in order to obtain the most reasonable rates. The use of a travel agency to book air travel reservations is discouraged.
 - b. Airline tickets purchased with the department's travel card must be reserved through the Purchasing Department (see Travel Card Procedures) and be related to travel expenses for County employees.
 - c. Package fares (Friends Fly Free, etc.) are encouraged when two or more County Officials or employees are traveling to and from the same location and overall cost can be reduced.

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- d. The County will only pay one half of the cost of the package fare in cases where officials or employees fly with family or friends (Friends Fly Free, etc.). Airfare for package fares must be paid using the traveler's own personal credit card or funds. The official or employee will be reimbursed one half of the price of the coach fare upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"** and evidence of the price of the coach fare.
- e. The boarding pass and an original passenger receipt issued by the commercial airline company or an original itinerary issued by the travel agency must be submitted as supporting documentation for a reimbursement. The original receipt or itinerary must include the name of the employee and airline, the ticket number, the class of transportation, the travel dates, the amount of the airfare, and the origin and destination of each flight.

9. PERSONAL VEHICLE

- a. If the official or employee elects to travel by personal vehicle, the County will reimburse official business travel at the County adopted rate per highway mile. County Officials or employees currently receiving an approved car allowance will not be reimbursed, unless travel is outside of Hidalgo County. If the traveler is uncertain of the adopted rate, this information may be obtained by contacting the County Auditor's Office - Accounts Payable Section at (956) 318-2511. Please note that the mileage rate may differ if utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.
- b. Mileage reimbursements for a traveler who chooses to drive out-of-state rather than fly should not exceed the lowest round trip coach airfare available at the time travel was authorized. Traveler must supply documentation to support what the airfare would have been at that time.
- c. When more than one traveler is going to the same destination, coordination of travel is required (see Section 7). The names of all persons traveling together on the same trip and in the same vehicle must be listed on **Form T-5 "Out-of-County - Travel Advance Request"** and **Form T-4 "Final Travel Expense Claim"**.
- d. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

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- e. Mileage is calculated on a point-to-point basis using the Texas Mileage Guide, plus reasonable incidental travel. Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of-way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.
- f. For in-county mileage reimbursement, a daily travel log must be maintained that indicates specific destination points (including address information) purpose of travel, and any other information deemed necessary. Employees must request reimbursement on a monthly basis with the completion and submittal of **Form T-3 "In-County Travel Automobile Expense Claim"** to the County Auditor's Office - Accounts Payable Section.
- g. Commuting expenses incurred in traveling between the employee's residence and their main place of work (County office) or for mileage/expenses incurred in any other travel of a personal nature are not reimbursable. If mileage incurred in a single day to a place outside the office exceeds normal commuting mileage (home to office and return), the difference between mileage incurred that day and commuting mileage is reimbursable. As guidance, please refer to the following examples:

Example 1: Debra lives in Mission. She has a meeting in Edinburg. She drives directly to Edinburg, attends the meeting, and returns home. She should check her odometer reading when she leaves her house and when she returns to her house. Her total round trip is 26 miles. Her normal commute is 10 miles round trip to the office each day. The 10 miles should be deducted from the total mileage and Debra would only be reimbursed for 16 miles.

Example 2: Mary lives on the southwest side of town, and has a 10-mile daily round trip commute to the office. She reports to the office in the morning and leaves for a 10 o'clock meeting at the Sheriff's Department. The meeting lasts until the end of the normal workday, at which time she goes home. Mary traveled 40 miles today, and she will be reimbursed for 30 miles.

Example 3: Daniel lives on the east side of town and his daily round trip commute to the office and back home is 15 miles. He has an eight o'clock meeting at the Department of Budget and Management. He goes directly from home to the Department of Budget and Management,

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returns to the office after the meeting, and goes home at the end of the day. Daniel traveled 45 miles of which only 30 miles are reimbursable.

Example 4: Frank lives on the south side of town. He has a morning meeting at the Precinct 1 office. The meeting lasts all day, and Frank returns home from Precinct 1. A total of 20 miles were traveled today. Frank commutes 30 miles round trip to the office each day, therefore no request for reimbursement can be made.

- h. The County does not provide insurance coverage for private vehicles; therefore, each County Official is responsible to ensure employees traveling on County business have a current automobile insurance policy that provides adequate coverage. The name of the traveler must appear on the automobile insurance card. Reimbursement will not be made if the name of the traveler does not appear on the insurance card. Vehicular accidents, vehicle repairs, parking fines, towing charges and theft of property are the responsibility of the employee, not the County.
- i. County Officials should ensure that employees using a personal vehicle file a copy of their current insurance card and current driver's license with the County Auditor's Office. Mileage reimbursement will not be made if a current driver's license and current insurance card is not received by the County Auditor's Office - Accounts Payable Section and the driver did not have an unexpired driver's license or current insurance coverage at the time travel was made.

10. COUNTY VEHICLE

- a. The use of County vehicles is encouraged over private vehicles. Traveler is required to have a current driver's license. When more than one traveler is going to the same destination, "coordination of travel" (see Section 7) is required. Individuals not on County business cannot be transported in a County vehicle. Additionally, County vehicles cannot be used when combining conference and personal leave.
- b. Reimbursement will be made for actual expenses incurred and for which an appropriate original receipt is provided.
- c. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

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- d. Accidents, if any, must be reported to the local police before leaving the scene. The Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

11. CAR RENTALS

- a. Car rentals will be reimbursed when it is the most economical means of transportation. Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract due to the insurance coverage provided (loss/damage waiver and liability insurance coverage). For further information contact the Purchasing Department at (956) 318-2626. Car rental reservations made with the department's travel card must be reserved through the Purchasing Department (see Travel Card Procedures).
- b. Car rental reservations should be made in advance to ensure availability of appropriate size and type of vehicle. When more than one traveler is going to the same destination, "coordination of travel" is required (see Section 7). In addition, a statement as to whether the department has an assigned County vehicle and the reasons for not utilizing the County vehicle should be noted on the purchase requisition. Rental cars are to be restricted to size and type as follows:
- I. Compact, midsize, or full size car when used by one to four County employees.
 - II. Midsize sport utility or minivan when used by four or more County employees.
 - III. Rental of "luxury" and large "sport utility vehicles" such as a Chevy Suburban, Ford Expedition, or similar models are not allowed. However, rental of these types of models will be allowed if the car rental company honors the rate for the applicable size and type of vehicle allowed by policy.
- c. Rental of cars is acceptable for one day before the meeting or conference begins whenever same day rental is not practical. Return of rental vehicle one day after the meeting or conference ends is acceptable if same day return is not practical.
- d. If a County Official or employee wishes to rent a vehicle other than the vehicle size and type allowed by the policy, the individual will be responsible for paying the entire invoice amount and may seek reimbursement for the amount allowed by Policy. The traveler will only be reimbursed the state contract price rate for the allowable vehicle size and type. In addition, the department's travel card cannot be utilized to

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book car rentals for a vehicle size and type not allowed by this policy. If the traveler accepts insurance coverage for a car rental in order to be covered during the trip, the entire cost of the insurance coverage will be a personal expense and not reimbursable.

- e. The name of each employee that may drive the rental car must appear on the rental agreement to ensure proper coverage.
- f. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.
- g. It is encouraged that car rentals be re-fueled prior to returning the vehicle to the car rental company in order to avoid high-priced gas charges. In addition, the original gas receipt must be submitted to the County Auditor's Office - Accounts Payable Section with the completed **Form T-4 "Final Travel Expense Claim"**.
- h. The original car rental receipt/bill and car rental agreement must be submitted as supporting documentation for payment or reimbursement. The original car rental receipt/bill must indicate the starting and ending dates of rental, rental rates, specify the name of the car rental company, specify the name of the renter and additional drivers, if any, and itemize all other expenses incurred. The car rental company agreement must include the name and signature of the individual that picked up and returned the vehicle, the time and date the vehicle was picked up and returned, the location where the vehicle was picked up and returned, and the amount of miles that were traveled.
- i. Accidents, if any, must be reported to the local police before leaving the scene and the rental car company. The County's Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

12. TAXIS, BUSES, AND OTHER GROUND TRANSPORTATION

- a. Taxis, buses, or other ground transportation to and from airports are allowable expenses only when necessary. The use of a hotel shuttle service is the preferred method of travel at out-of-town locations, if available.
- b. Limousine service is not allowed.
- c. Original receipts must be submitted in order to obtain reimbursement.

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13. LODGING

- a. The use of a travel agency to reserve hotel accommodations is discouraged. The traveler is required, to use the State of Texas travel management services contract for hotels in order to arrange the most favorable rate unless cost benefits may be achieved by other means. Questions regarding this contract may be addressed to the Purchasing Department at (956) 318-2626. Additional information may be obtained by visiting: www.window.state.tx.us/procurement/prog/stmp/.
- b. Hotel reservations should be made in advance in order to obtain the most economical rates (government, conference, and other available discount rates, etc.).
- c. If traveling in-state, the County will pay the most economical single occupancy room rate up to a maximum of \$100 plus applicable tax per night (i.e. ocean view would not be allowed). However, if the traveler is staying at the hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.
- d. If traveling out-of-state, the County will pay the most economical single occupancy room rate up to a maximum of \$300 plus applicable tax per night (i.e. ocean view would not be allowed). However, if the traveler is staying at the hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.
- e. Hotel reservations made with the department's travel card must be made through the Purchasing Department. The travel card cannot be utilized to book hotel reservations with rates higher than allowed by this policy. Hotel reservations at a rate above the allowable rate must be paid using the traveler's own personal credit card or funds (see Travel Card Procedures). If a spouse and/or dependent(s) accompany the official or employee, the County will not reimburse the difference in hotel room rates above the single occupancy room rate.
- f. Arrival one night before the day the meeting or conference begins is acceptable whenever same day travel is not practical. However, arrival the same day the meeting or conference begins is required if the meeting or conference is taking place within 100 miles from the traveler's normal place of work and the meeting or conference begins at or after 10:00 AM. Arrival the day that the meeting or conference begins is encouraged whenever the meeting or conference begins at or

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after 12:00 PM and the location of the meeting or conference is less than 300 miles away.

- g. Return on the day after the meeting or conference ends is acceptable whenever same day travel is not practical. However, return the same day that the meeting or conference ends is required if the meeting or conference is taking place within 100 miles from the traveler's normal place of work and the meeting or conference ends at or before 3:00 PM. Return the same day that the conference or meeting ends is encouraged whenever the meeting or conference ends before 12:00 PM and the location of the meeting or conference is less than 300 miles away.
- h. Extra hotel nights for personal reasons will be at the officials or employees own expense and will not be reimbursed. Extra hotel nights for personal reasons will not be paid using County funds or the department's travel card.
- i. A traveler may not be reimbursed for a lodging expense incurred at a place that is not a commercial lodging establishment.
- j. An original lodging receipt showing payment in full must be submitted as supporting documentation for payment or reimbursement. The receipt must include the name and address of the commercial lodging establishment, the name of the employee, the single occupancy room rate, and a daily itemization of the lodging charges.

14. MEALS

- a. Meals for out-of-county travel will be reimbursed as follows:

- i. Out-of-county - In State Travel

- A. Meals, including tips, will be reimbursed based on a per diem basis at \$39 per day. This reimbursement limit applies without a carry over from one day to another. The per diem will be prorated for partial days (\$ 9-breakfast, \$12-lunch and \$18-dinner). Trips beginning before 8:00 a.m. will receive \$39; trips beginning after 8:00 a.m. but before 1:00 p.m. will receive \$30; trips begins after 1:00 p.m. will receive \$18. Trips completed before 8:00 a.m. receive \$9; trips completed after 8:00 a.m. but before 6:00 p.m. will receive \$21; and trips completed after 6:00 p.m. will receive \$39. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required by the County Official or when

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utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

ii. Out-of-County – Out-of-State Travel

Meals will be reimbursed based on one of the following methods:

- A. On a per diem basis at \$39 per day. This reimbursement limit applies without a carry over from one day to another. The per diem will be prorated for partial days (\$9-breakfast, \$12-lunch and \$18-dinner). Trips beginning before 8:00 a.m. will receive \$39; trips beginning after 8:00 a.m. but before 1:00 p.m. will receive \$30; trips beginning after 1:00 p.m. will receive \$18. Trips completed before 8:00 a.m. receive \$9; trips completed after 8:00 a.m. but before 6:00 p.m. will receive \$21; and trips completed after 6:00 p.m. will receive \$39. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required by the County Official or when utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.
- B. Actual cost of meals including taxes and tips/gratuities (up to 15% of the cost of the meal) with original itemized receipts up to a maximum of \$64 per day. The \$64 maximum amount will be prorated for partial days (\$14-breakfast, \$20-lunch and \$30-dinner). Trips beginning before 8:00 a.m. may receive up to the maximum amount of \$64; trips beginning after 8:00 a.m. but before 1:00 p.m. may receive up to a maximum amount of \$50; trips beginning after 1:00 p.m. may receive up to a maximum of \$30. Trips completed before 8:00 a.m. may receive up to a maximum of \$14; trips completed after 8:00 a.m. but before 6:00 p.m. may receive up to a maximum of \$34; and trips completed after 6:00 p.m. may receive up to a maximum of \$64. The employee is required to keep original itemized receipts to document the cost of these meals. Failure to submit the required receipts for any one day will result in the cost of the meal reimbursement to be based on the per diem basis listed in section 14(a)(ii)(A).

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- b. Meals that are an integral part of the seminar or conference and are listed separately on the registration materials may be allowed at a rate higher than the applicable per diem rate. However, the daily per diem rate will be reduced by the applicable meal per diem rate. Supporting documentation such as the registration receipt or printed material showing which meal(s) are covered is required.
- c. Meals for in-county travel and travel not requiring an overnight stay will not be reimbursed unless the meal cost is part of a conference/registration fee.
- d. Advances for meals will only be provided when traveling out-of-county for two days or longer.
- e. The meals for a spouse and/or dependent(s) will not be paid with County funds.

15. NON-REIMBURSABLE EXPENSES: 

- a. Alcoholic beverages
- b. Valet parking (if self-parking is available)
- c. Tips and gratuities in excess of 15% of the actual meal cost for out-of-state travel
- d. Personal phone calls - all phone calls are deemed personal calls unless proof is submitted that the call was for County business
- e. Personal items, such as prescriptions, cosmetics, movies, golf, health club, spas, haircuts, shoe shines, newspapers, laundry/dry cleaning charges, etc.
- f. Loss of funds or personal belongings
- g. Extra day or days on the trip for personal reasons
- f. Luxury & large sports utility vehicle rental cars (see exception in Section 11)
- g. Additional charges for accommodations, meals, travel, etc., for individuals not on County business who accompany the traveler on an authorized County business trip
- h. Fines, court costs, and related expenses
- i. Meals for non-overnight travel
- j. Interest, over the limit, or late charges incurred in a personal credit card
- k. Expenses deemed unreasonable, excessive, unsupported or unexplained

16. TRAVEL ADVANCES:

- a. Employees are encouraged to pay for travel expenses using their own personal funds and seek reimbursement from the County. Nonetheless, travel advances will be allowed if an employee's seminar/conference/

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meeting is scheduled to last for 2 or more days by completing **Form T-5 "Out of County – Travel Advance Request"**.

- b. Travel advances are to be given to the requesting employee and may not be given to or used by another employee. Likewise, the travel advance is issued for a specific trip and may not be used for a trip different than the one that was listed on the original request.
- c. Travel advances are the sole responsibility of the traveler and such funds should be safeguarded from loss or misuse. Advances will be recorded as a receivable from the employee until the employee settles the advance through submission of **Form T-4 "Final Travel Expense Claim"**.
- d. Travel advance requests must be received by the County Auditor's Office - Accounts Payable Section with sufficient time for the check to be processed (at least two weeks prior to the date the check will be needed). If request is not received within the time specified, a travel advance check may not be processed and the traveler will have to use a personal credit card and/or cash.
- e. Registration fees, hotel, and airline reservations will not be advanced to the traveler. County Officials and employees are expected to arrange for prepayment of these expenses wherever possible, by using the department's travel card, purchase order, or by requesting that the County issue payment to the vendor. Those expenses that cannot be prepaid by one of these methods should be paid from the employee's personal credit card and/or cash during the period of travel. The County Auditor will grant exceptions on the advancement of registration fees, hotel, and airline reservations to the traveler on a case-by-case basis.
- f. If the official or employee elects to travel by personal vehicle within the State of Texas, the employee may be advanced mileage calculated on a point-to-point basis using the Texas Mileage Guide at the current County adopted rate per highway mile. Incidental mileage will not be advanced.
- g. Incidental expenses (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking) may be advanced based on \$20.00 per day. The County Auditor may grant exceptions on the amounts to be advanced on a case-by-case basis.
- h. If attendance at the seminar/meeting/conference is cancelled, travel advances should be immediately returned to the County Treasurer's Office no later than 20 calendar days after the seminar/conference/

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meeting date with a completed **Form T-4 "Final Travel Expense Claim"**.

- i. Individuals receiving a travel advance are required to account for the advance within 20 calendar days after the seminar/conference/meeting date by completing **Form T-4 "Final Travel Expense Claim"**. Original itemized receipts (except meal receipts) must be submitted in order to obtain reimbursement for allowable expenses paid by the traveler. Subsequent travel advances requested by the department on behalf of a traveler with an outstanding travel advance will not be made.
- j. If **Form T-4 "Final Travel Expense Claim"** is not settled within 60 days of trip return, the County Treasurer will deduct the advance from the traveler's next paycheck. Once the advance is taken from the traveler's paycheck, the traveler will not be able to seek reimbursement from the County. A request for reimbursement after these 60 days will not be allowed. Unsettled travel advances for terminated employees will be deducted from their final paycheck.

17. TRAVEL CANCELLATIONS

- a. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel card was used for reservations, and/or the County Auditor's Office – Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).
- b. An employee may be reimbursed for travel expenses or cancellation charges incurred as a result of attempting to conduct official County business if:
 - i. The travel expense is incurred for a reason related to official County business;
 - ii. The employee is unable to conduct the business because of a natural disaster or other natural occurrence; and the expense would be payable or reimbursable had the official County business been conducted; or
 - iii. The employee returns, before the official County business is completed because of an illness or a personal emergency.
- c. The supporting documentation for a travel expense or cancellation charge incurred under these circumstances must include a description of the official County business, natural disaster or other natural occurrence, or the County Department's determination that an illness or a personal

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emergency occurred that made the employee unable to conduct official County business. In addition, any checks in the possession of the employee for payment of travel expenses (registration, hotel, etc.) must be returned and be accompanied by a written request to void the checks. Any cancellation costs that did not result from the above-approved reasons will be disallowed and at the expense of the traveler.

- d. Failure to cancel reservations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

18. TRAVEL REIMBURSEMENTS

- a. The reimbursement rate for certain travel expenses may vary from the County's rate if grant funds are being used. Before expenses are incurred, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.
- b. Travel expenses incurred and paid through personal credit cards and/or cash while conducting official County business will be reimbursed only if reasonable, necessary, and allowable in accordance with this Policy upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the limit, and late charges, incurred in a personal credit card by the traveler.
- c. The County will not reimburse a County employee for a travel expense unless the employee has incurred the expense. A County employee who receives free transportation or lodging in exchange for mileage, points, or other non-monetary credits belonging to the employee is not considered to have incurred an expense.
- d. A County employee may not accept a reimbursement or advance for a travel expense from more than one source. A County employee who anticipates receiving or actually receives a travel expense reimbursement or advance from another person/entity/association other than the County may seek a reimbursement or advance for the expense from the County only to the extent the amount of the person's reimbursement or advance is less than the amount of the total expense. If reimbursement is received from the County and another source, the reimbursement should be returned to the County Treasurer's Office no later than 20 days after receipt of the subsequent reimbursement.

<p style="text-align: center;">HIDALGO COUNTY, TEXAS</p> <p style="text-align: center;">ACCOUNTING PROCEDURES MANUAL</p>	<p>Procedure: T.1 Page: 17 of 22 Date Authorized: 08/05/2008 Supersedes: 04/04/2006</p>
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19. SANCTIONS

- a. A County employee who violates this policy and misuses County property or funds will be subject to disciplinary action including termination and/or criminal charges.

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PROCEDURES

A. County Department

1. Ensure traveler has read and understands the County's travel policies, guidelines, and procedures as they relate to minimizing travel costs and documenting travel expenses with original receipts.
2. If grant funds are being utilized, verify reimbursement rates and travel guidelines with the County Auditor's Office - Grants Accounting Section at (956) 318-2511.
3. If traveling out-of-state, obtain approval from the DBM by submitting **Form T-1 "Application for Out-Of-State Official Travel"** before any reservations or travel is made.
4. Submit requisition to the Purchasing Department for seminar registration, hotel accommodations, airfare, car rental, and meals and incidental expenses, if any (requisition for meals and incidentals should be made under the name of the traveler). Ensure travel expenses are in accordance with the travel policy and requisition includes the following:
 - a. Seminar Registration: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); notation as to manner of travel (County vehicle, County provided rental, or use of personal vehicle).
 - b. Hotel Accommodations: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); type of room rental, daily hotel rate, and number of hotel nights.
 - c. Airfare: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); date(s) of travel.
 - d. Car Rental: purpose of rental (i.e. attend seminar/conference/meeting/elections); seminar/conference/meeting/elections name, date(s), location, including city and state; name of driver and additional driver, if any; name(s) of traveler(s); type and size of rental vehicle, daily rental rate, number of rental days, location where rental will be acquired and returned (address, city, and state). If department has a County vehicle, include a statement providing proper justification as to why the County vehicle will not be used.

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- e. Meals and incidental expenses: name of traveler; seminar/conference/meeting name, dates(s), location, including city and state; meals and incidental expenses should be listed separately.
5. If utilizing the department's travel card, request the Purchasing Department to book seminar registration, hotel accommodations, airfare, and car rental.
 6. If requesting direct payment for seminar registration, and hotel accommodations submit **Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"** to the County Auditor's Office - Accounts Payable Section.
 7. If requesting a travel advance, submit **Form T-5 "Out-Of-County Travel Advance Request"** and submits requisition to the Purchasing Department for travel advance in the name of the traveler.
 8. Ensure that within 20 calendar days after completion of travel, traveler completes **Form T-4 "Final Travel Expense Claim"** and returns any remaining travel advance funds to the County Treasurer's Office. **Form T-4**, along with a copy of the County Treasurer's receipt (if any), must be submitted to the County Auditor's Office - Accounts Payable Section only after it has been properly completed, supported, and signed. Reimbursement to the traveler, if any, will be delayed or denied until the original supporting documentation for expenditures made is received. Supporting documentation includes the following:
 - Original itemized hotel receipt indicating a zero balance owed
 - Airline boarding pass and original airline ticket receipt or travel agency itinerary
 - Original car rental receipt and car rental agreement
 - Seminar/conference/meeting agenda
 - Original receipt and/or confirmation for seminar, conference, etc.
 - Seminar certificate of completion, if available
 - Original taxi receipt
 - Original parking receipt
 - Printouts of MapQuest (if requesting incidental mileage reimbursement)
 - If coordination of travel is required, submit written justification for need to travel separately

Original receipts must be affixed to a sheet of paper in date order and attached to **Form T-4 "Final Travel Expense Claim"**.

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9. Submit, if necessary, the approved **Form T-1 "Application for Out-Of-State Official Travel"** to the County Auditor's Office when requesting payment or reimbursement of travel expenses.
10. Submit, if necessary, **Form T-3 "In-County Travel Automobile Expense Claim"**, including specific address points on a monthly basis by the 10th workday following the end of the month in which the expense was incurred.
11. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel card was used for reservations, and/or the County Auditor's Office - Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).

If a trip was cancelled, any checks for payment of advanced travel expenses (registration, hotel, advances, etc.) must be submitted to the County Auditor's Office - Accounts Payable Section. The check must be accompanied by a written request from the County Official to void the checks.

In addition, if a trip was cancelled, **Form T-4 "Final Travel Expense Claim"** must be completed and submitted to the County Auditor's Office - Accounts Payable Section along with supporting documentation for any travel expenses or cancellation charges incurred. In addition to the items listed on Section A8 above, supporting documentation should include the following:

- Description of the official County business
- Reason for cancellation that made the employee unable to conduct official County business (natural disaster, natural occurrence, illness, or a personal emergency). Cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

Failure to cancel reservations or cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

HIDALGO COUNTY, TEXAS ACCOUNTING PROCEDURES MANUAL	Procedure: T.1 Page: 21 of 22 Date Authorized: 08/05/2008 Supersedes: 04/04/2006
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B. Purchasing Department

1. Review requisition submitted by department for seminar registration, hotel accommodations, airfare, and car rental, if any. Ensure requisition includes the information listed in Section A4 above and that request is in compliance with travel policy.
2. If request is in compliance with travel policy, issue purchase order for seminar, hotel accommodations, airfare, and car rental, if any.
3. Book seminar, hotel accommodations, airfare, and car rental for departments requesting payment by the department's travel card ensuring reservations comply with the travel policy and guidelines.
4. Upon notice by the department of a trip cancellation, cancel reservations made using the department's travel card.
5. If airfare was reserved using the department's travel card, maintain an inventory schedule of refundable airfare credits received as a result of a trip cancellation. The inventory schedule should include the department name, employee name, cancellation date, and re-schedule/use date.

C. Department of Budget and Management

1. Review **Form T-1 "Application for Out-Of-State Official Travel"** and approve request for out-of-state travel if need for travel is properly justified (i.e. training is not available in-state).

D. County Auditor

1. Audit and process **Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"** ensuring compliance with the travel policy & guidelines.
2. Audit and process **Form T-5 "Out-Of-County Travel Advance Request"** ensuring compliance with the travel policy & guidelines.
3. Audit and process **Form T-4 "Final Travel Expense Claim"** ensuring compliance with the travel policy & guidelines.
4. Liquidate the purchase order issued for the travel advance from the out-of-county travel account and prepare a journal entry to record the out-of-county travel expense and remove the receivable owed from the employee when the employee settles the advance through submission of **Form T-4 "Final Travel Expense Claim"**.

HIDALGO COUNTY, TEXAS ACCOUNTING PROCEDURES MANUAL	Procedure: T.1 Page: 22 of 22 Date Authorized: 08/05/2008 Supersedes: 04/04/2006
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5. Send notices to departments when travel payments have been paid directly to the vendor or traveler and a **Form T-4 "Final Travel Expense Claim"** has not been submitted.
6. Notify the County Treasurer of any travelers for which the County has made travel payments on their behalf and have not submitted **Form T-4 "Final Travel Expense Claim"** within the specified time.
7. Audit and process **Form T-3 "In-County Travel Automobile Expense Claim"** ensuring compliance with the travel policy & guidelines.

E. COUNTY TREASURER

1. Mail out travel checks unless the department has requested otherwise.
2. Notify the departments when the travel advance or travel expense reimbursement checks have been processed and are ready for pickup.
3. Verify identification and obtain signature of individual picking up the check before releasing the check.
4. Verify that remaining travel funds being returned to the County by traveler are accompanied by a copy of properly filled out and documented **Form T-4 "Final Travel Expense Claim"**.
5. Forward receipt issued for remaining travel funds and **Form T-4 "Final Travel Expense Claim"** to the County Auditor's Office - Financial Accounting Section.
6. Make arrangements to deduct from the traveler's paycheck any advance travel payments made to the vendor or the traveler if **Form T-4 "Final Travel Expense Claim"** is not submitted within the specified time in accordance with applicable laws.
7. Contact and verify with the County Auditor's Office - Accounts Payable Section that travel advances made to a terminated employee have been settled. If a travel advance has not been settled, deduct the outstanding amount from the employee's final paycheck.

C-08-318-07-28

MUTUAL BENEFIT AND USE AGREEMENT

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of Hidalgo County, Texas resulting from a future storm or manmade event; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of Hidalgo County, Texas and its citizens is a major concern and the primary priority for recovery; and


WHEREAS, Hidalgo County, Texas has a community of interest to the City of Kingsville, Texas with respect to the debris services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, the City of Kingsville, Texas has selected through competitive process a firm proficient in providing debris services; and

WHEREAS, Hidalgo County, Texas has reviewed the solicitation, proposal, and evaluation related to the selection of the firm by the City of Kingsville, Texas and endorses with the process and selection; and

WHEREAS, Hidalgo County, Texas has reviewed the contract for debris services between the City of Kingsville, Texas and AshBritt Environmental and has found the Scope of Services, prices, terms and conditions as set out in this Contract to be reasonable, acceptable and of benefit to their citizens; and

THEREFOR, having reached concurrence and acceptance of the procurement process and the contract stipulations Hidalgo County, Texas agrees to enter into a contract with AshBritt Environmental for debris services without modification to the original terms, conditions or pricing. Having full authority the parties do hereby complete this agreement by signing below:



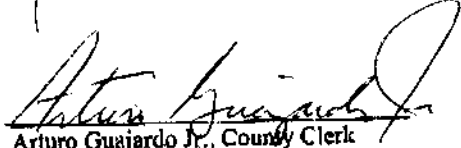
Juan D. Salinas, Hidalgo County Judge

7/24/08
Date



John Noble, COO
AshBritt Environmental

7/24/08
Date (MM/DD/YY)



Arturo Guajardo Jr., County Clerk

7/24/08
Date (MM/DD/YY)



Sam R Fugate, Mayor, City of Kingsville

7/24/08
Date (MM/DD/YY)

THE COUNTY OF HIDALGO
EMERGENCY OPERATION CENTER (E.O.C.)
1304 SOUTH 25TH STREET
EDINBURG, TEXAS 78539

July 24, 2008

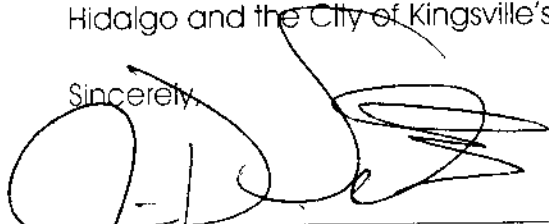
John Noble, COO
ASHBRITT, INC.
480 South Andrews Avenue
Suite: 103
Pompano Beach, Florida 33069

RE: *NOTICE-TO-PROCEED*
Hidalgo County-Hurricane Dolly-Disaster Recovery Related Services

Dear Mr. Noble

Please accept this correspondence as the official "NOTICE TO PROCEED" with the "Disaster Recovery Related Services" as directed by the County of Hidalgo under the Mutual Benefit and Use Agreement by and between the County of Hidalgo and the City of Kingsville's awarded vendor Ashbritt, Inc.

Sincerely,



Juan D. Salinas, III, County Judge
Hidalgo County

Cc: file

CONTRACT**EOC Emergency Debris Management Services****Supply/Service Agreement No. 28-17**

THIS **EOC Emergency Debris Management Services CONTRACT** (this "Agreement") is entered into by and between **Ashbritt, Inc.** (the "Contractor") and the City of Kingsville, a Texas home-rule municipal corporation (the "City") effective for all purposes upon execution by the City Manager or his designee.

WHEREAS Contractor has proposed to provide **EOC Emergency Debris Management Services** in response to **RFP No. 28-17** in accordance with Proposal Package Terms and Conditions, dated 9/05/07 which is incorporated and attached as Exhibit A;

WHEREAS the City has determined Contractor to be the best value bidder;

NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:

1. **Services.** Contractor will perform **EOC Emergency Debris Management Services** in accordance with **RFP No. 28-17 and Terms and Conditions of the Proposal Package.**

2. **Term.** This Agreement is for twenty-four (24) months from notification by the City to the Contractor to commence. The term includes an option to extend for up to three (3) additional twelve-month periods subject to the approval of the Contractor and the City Manager or his designee.

3. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of the Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator, who is the **Solid Waste Superintendent.**

4. **Independent Contractor.** Contractor will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant or employee of the Contractor be considered an employee of the City.

Contract-Debris Mgt. Services

Pg. 2

5. **Non-Exclusive Contract/Additional Services.** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City, at any time, may secure similar or identical services at its sole options.
6. **Insurance.** Before activities can begin under this Agreement, the Contractor's insurance company(s) shall deliver a Certificate of Insurance, as proof of the required insurance coverages, to the Contract Administrator. Additionally, the Certificate must state that the **City Manager** will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in the coverages or intent not to renew any of the policies. The City must be named as an Additional Insured. The City Attorney must be given copies of all insurance policies within 15 days of the City Manager's written request.
7. **Assignment.** No assignment of this Agreement or any right or interest therein by the Contractor is effective unless the City first gives its written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.
8. **Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the City (the City's fiscal year ends on September 30th) is subject to appropriations and budget approval providing for covering such contract item as an expenditure in said budget. The City does not represent that said budget item will be actually adopted as that determination is within the sole discretion of the City Commission at the time of adoption of each budget.
9. **Waiver.** No waiver of any breach of any term or condition of this Agreement, or Proposal Package No. 28-17, or the Contractor's proposal offer to **RFP No. 28-17** waives any subsequent breach of the same.
10. **Compliance with Laws.** This Agreement is subject to all Federal laws and laws of the State of Texas. All duties of the parties will be performed in the City of Kingsville, Texas. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county or justice court in and for Kleberg County, Texas.
11. **Subcontractors.** The Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the **City Manager**. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

Contract-Debris Mgt. Services
Pg. 3

12. **Amendments.** This Agreement may be amended only by written Agreement duly authorized by the parties hereto and signed by the parties.

13. **Termination.** The City Manager may terminate this Agreement for Contractor's failure to perform the services specified in RFP No. 28-17. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give the Contractor five (5) work days written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

Alternatively, the City may terminate this Agreement for no reason upon twenty (20) days written notice to the Contractor. However, the City may terminate this Agreement on twenty-four (24) hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out herein.

14. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes according to Circular E Employer's Tax Guide, Publication 15, as it may be amended. Upon his request, the City Manager shall be provided proof of payment of these taxes within fifteen (15) days of such request. Failure to pay or provide proof of payment is grounds for the City Manager to immediately terminate this Agreement.

15. **Drug Policy.** The Contractor must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the City's policy. The City has a zero-tolerance drug policy.

16. **Violence Policy.** The Contractor must adopt a Violence in the Workplace and related hiring policy that substantially conforms to the City's policy. The City has a zero-tolerance violence in the workplace policy.

17. **Notice.** Notice may be given by fax, hand delivery or certified mail, postage prepaid, and is received on the day faxed or hand-delivered and on the third day after deposit if sent certified mail. Notice shall be sent as follows:

IF TO CITY:
City of Kingsville
Attention: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Fax No.: (361) 595-8035

IF TO CONTRACTOR:

Contractor AshBritt Inc.
Contact John Noble
Address: 480 S Andrews Ave Ste 103
City, State, Pompano Beach FL 33069
Fax No.: 954-545-3585

CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF KINGSVILLE AND ITS OFFICERS, EMPLOYEES AND AGENTS (INDEMNITEES) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF INDEMNITEES, BUT NOT BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEY AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS.

SIGNED this 24 day of January, 2008.

Contractor AshBritt, Inc.
Title: COO
By: [Signature]

CITY OF KINGSVILLE ("CITY")

[Signature: Carlos P. Yereña]
CARLOS YERENA
City Manager

APPROVED THIS 17th DAY OF January, 2008.

COURTNEY ALVAREZ, CITY ATTORNEY

By: [Signature: Courtney Alvarez]

Exhibit A: RFP No. 28-17 dated 9/05/07
Exhibit B: Contractor's Proposal Package

**REQUEST FOR PROPOSAL NO. 28-17
EMERGENCY DEBRIS MANAGEMENT SERVICES**

Price Proposal Form
page 1 of 2

Name of Proposer: AshBritt, Inc.

Proposer shall provide all-inclusive unit prices that include supplying all equipment, tools and labor necessary to perform the duties described. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control, shall be included in the prices. Disposal costs must be documented and will be pass-through costs to the City without markup by the Contractor. Values must be provided for all categories below or Proposer's response may be deemed non-responsive.

NO.	DESCRIPTION	UNIT	PRICE
1	Vegetative Debris Removal Vegetative Debris removal from public rights-of-way and hauling to TDSR Site or other designated location	CY	\$ 8.25
		Ton	\$ 56.50
2	Mixed Debris Removal Mixed Debris removal from designated work zone and hauling to TDSR Site or other designated location	CY	\$ 8.25
		Ton	\$ 56.50
3	Debris Removal from Drop-off Sites Debris removal from Drop-off Sites and hauling to TDSR Site or other designated location	CY	\$ 8.25
		Ton	\$ 56.50
4	Vegetative Debris Grinding /a Reduction of Vegetative Debris via grinding at TDSR Site or other designated location	CY	\$ 3.70
		Ton	\$ 23.25
5	C&D Debris Processing /a Reduction of construction and demolition debris at TDSR Site or other designated location	CY	\$ 3.80
		Ton	\$ 24.00
6	Haul-out of Reduced Vegetative Debris Hauling reduced Vegetative Debris from TDSR Site or other designated location to final disposal site	CY	\$ 4.75
		Ton	\$ 23.75
7	Haul-out of Processed C&D Debris Hauling construction & demolition debris from TDSR Site or other designated location to final disposal site	CY	\$ 4.75
		Ton	\$ 23.75
8	Hazardous Stump Removal Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling		
8A	Diameter of stump 26-36 inches (2 feet from ground)	CY	\$ 15.00
8B	Diameter of stump 37-48 inches (2 feet from ground)	CY	\$ 23.00
8C	Diameter of stump >48 inches (2 feet from ground)	CY	\$ 15.00
8D	Backfill delivered and placed		\$ 21.50
9-10	Removal of Partially Uprooted or Split Trees (Leaners) Felling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal		
9	Partially Uprooted Leaner - Price includes excavating root ball and placing it in right-of-way and backfilling		
9A	Diameter of tree <24 inches (2 feet from ground)	Tree	\$ 105.00
9B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	\$ 210.00

a. Includes the cost for site preparation and management. Vegetative debris grinding and C&D debris processing only would be \$1.75 and \$1.85 per cubic yard, respectively (\$11.00 and \$11.75 per ton, respectively).

Name of Proposer: AshBritt, Inc.			
9C	Diameter of tree >36 inches (2 feet from ground)	Tree	\$ 325.00
9D	Backfill delivered and placed	CY	\$ 21.50
10	Split Limber (no exposed root ball) - Price includes flush cutting the tree trunk		
10A	Diameter of tree <24 inches (2 feet from ground)	Tree	\$ 69.50
10B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	\$ 185.00
10C	Diameter of tree >36 inches (2 feet from ground)	Tree	\$ 295.00
11	Removal of Dangerous Hanging Limbs (2" or more in diameter). Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal		
11A	1-5 limbs	Tree	\$ 125.00
11B	5-10 limbs	Tree	\$ 125.00
11C	All limbs for trees	Tree	\$ 125.00
12	Removal of Trees from Waterways Removing trees from waterways and placing them in the right-of-way for removal. Contractor will need to obtain 3 bids.		
13	Hazardous Materials Removal Pick-up and disposal of hazardous materials	LB	\$ 155.00
14	Dead Animal Removal Dead animal collection, transport, and disposal	LB	\$ 2.25
15	Freon Removal from White Goods Removal of Freon from white goods (hauling of white goods to TDSR Site or other designated location is included in the Mixed Debris removal price)	Unit	\$ 110.00
16	Provide Specified Annual Services Such services include preparing and presenting plan of operations at annual meeting, visits to TDSR Site, phone consultations, cost of an annual Performance Bond and providing reference information.	Annual Lump Sum	\$ 4,350.00
b. Cost for annual Performance Bond. Other annual services, including plan preparation, annual meetings, training sessions, field site visits, phone consultations and other annual services are offered at no cost to the City.			

Notes:

1. These prices assume the distance between the pickup location and TDSR Site or other designated location is 20 miles or less. For distances greater than 20 miles, add \$ 1.35 /mile.
2. Invoices to be paid based on incoming load tickets.
3. These prices assume the distance between the TDSR Site or other designated location and final disposal site is 20 miles or less. For distances greater than 20 miles, add \$ 1.55 /mile.
4. Invoices to be paid based on outgoing load tickets.
5. Contractor will pay tipping fee, if applicable, at final disposal site(s) and bill the City at cost.
6. Only for stumps requiring extraction from rights-of-way, including backfill, etc. To be priced using Stump Conversion Table and Hazardous Stump Worksheet in FEMA Recovery Policy (RP) 9523.11 dated May 1, 2006, or any subsequent edition.
7. The amount allocated for the annual Performance Bond will be reimbursed to the Contractor in the event the Contractor is not activated for an emergency condition during the year.

PRICE PROPOSAL FORM

Name of Proposer, AshBritt, Inc.

Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator. The City may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the City from time to time during the contract period.

Note: Please refer to attached Schedules Ia, Ib, C, H, F, G, H, I and K for equipment and materials rates. The Schedules designate where an equipment operator and/or crew is included with an equipment price.	\$ See attached
Also refer to Schedules A, B, D and E for special ancillary services pricing.	\$
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Use additional sheets if necessary.

First Response (Emergency Road Clearance-"Push") Anticipated Crew Makeup

Optional Services: City of Kingsville, TX, RFP No. 28-17

Service Description	Unit	Unit Price	Unit Price
<i>Personnel & Equipment (Operator, fuel, maintenance included)</i>			
Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)*	Hour	\$110.00	\$110.00
Supervisor with Truck (1 man, will assist toss operations)	Hour	\$65.00	\$65.00
Operators with Chainsaw (2 man crew, cut and toss)	Hour	\$90.00	\$90.00
Laborer with Tools (1 man, toss)	Hour	\$0.00	\$35.00
Traffic Control/Safety Personnel (2 man crew, as needed)	Hour	\$0.00	\$30.00
Total Hourly:	Hour	\$265.00	\$330.00

*Hourly rate for other equipment that may be required to follow Schedule 2a-Supp Hourly Rates.

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Service Description	Size or Type	Unit	Unit Price
Heavy Equipment (Operator, fuel, maintenance included)			
Skid Steer Loader (Mini-Loader)	Bobcat	Hour	\$65.00
Backhoe	Cat 416	Hour	\$95.00
Backhoe, Extend-a-hoe	Caterpillar	Hour	\$110.00
Wheel Loaders	Cat 950	Hour	\$125.00
Wheel Loaders	Cat 966	Hour	\$140.00
Wheel Loaders	Cat 980	Hour	\$160.00
Tracked Loader	Cat 955	Hour	\$135.00
Towed Loader w/ Tractor	Prentice 210	Hour	\$140.00
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	\$135.00
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	\$165.00
Dozer	Cat D4	Hour	\$95.00
Dozer	Cat D5	Hour	\$105.00
Dozer	Cat D6	Hour	\$115.00
Dozer	Cat D7	Hour	\$135.00
Dozer	Cat D8	Hour	\$165.00
Excavators	Cat 320	Hour	\$115.00
Excavators	Cat 325	Hour	\$135.00
Excavators	Cat 330	Hour	\$150.00
Tractor w/ Box Blade	80 Hp	Hour	\$50.00
Motor Grader	Cat 120G	Hour	\$120.00
30 Ton Crane	30 Ton	Hour	\$195.00
50 Ton Crane	50 Ton	Hour	\$275.00
100 Ton Crane (8 hr minimum)	100 Ton	Hour	\$475.00
Bucket Truck	Up to 50' reach	Hour	\$135.00
Bucket Truck	50' to 75' reach	Hour	\$150.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$125.00
Mechanized Broom	Street Sweeper	Hour	\$75.00
Water Truck	2000 Gallon	Hour	\$85.00
Service Truck	N/A	Hour	\$70.00
Stump Grinder	Vermeer 252	Hour	\$85.00
Stump Grinder	Vermeer 752	Hour	\$120.00
Stump Grinder	Vermeer 60TX	Hour	\$135.00
Chipper w/ 2 man crew	Morbark Storm	Hour	\$125.00
12-Foot Tub Grinder	Morbark 1200	Hour	\$395.00
13-Foot Tub Grinder	Morbark 1300	Hour	\$455.00
14-Foot Tub Grinder	Diamond Z 1463	Hour	\$495.00
12T Lowboy Trailer (Equip. Transport w/ Tractor)	12 Ton	Hour	\$55.00
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	\$90.00
50T Lowboy Trailer (Equip. Transport w/ Tractor)	50 Ton	Hour	\$120.00
Truck Mounted Winch	Tow Truck	Hour	\$90.00
Vacuum Truck/Jetter	3500 Gallon	Hour	\$375.00
Hauling Vehicles (Operator, fuel, maintenance included)			
Dump Truck	5 to 15 CY	Hour	\$55.00
Dump Truck	16 to 24 CY	Hour	\$70.00
Dump Truck	25 to 34 CY	Hour	\$75.00
Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	\$80.00
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	\$85.00
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	\$95.00
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	\$105.00
Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	\$115.00
Walking Floor Trailer w/ Tractor	100 CY	Hour	\$125.00
Transportation Vehicles (Operator, fuel, maintenance included)			
Pickup Truck	1/2 Ton	Hour	\$120.00
Pickup Truck, Extended Cab	3/4 Ton, Ext. Cab	Hour	\$140.00
Pikup Truck, 4x4	4x4	Hour	\$150.00

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Service Description	Size or Type	Unit	Unit Price
Pickup Truck	1 Ton	Hour	\$155.00
Box Truck	3/4 Ton	Hour	\$220.00
Passenger Car	Full size	Hour	\$110.00
20' Response Trailer	20 Foot	Hour	\$195.00
36' Response Trailer	36 Foot	Hour	\$235.00
Flatbed Trailer	GWV to 450	Hour	\$125.00
Transportation Vehicles (Operator, fuel, maintenance NOT included; loaned vehicles, insurance included)			
Pickup Truck	1/2 Ton	Day	\$65.00
Pickup Truck	3/4 Ton	Day	\$90.00
Pickup Truck	1 Ton	Day	\$110.00
Box Truck	3/4 Ton	Day	\$105.00
Utility Van	3/4 Ton	Day	\$70.00
Passenger Van	9 Passenger	Day	\$85.00
Passenger Car	Full size	Day	\$58.00
Response Trailer	20-30 Foot	Day	\$135.00
Personnel			
Project Coordinator (Operations Manager)	Individual	Hour	\$125.00
Project Supervisor with Truck	Individual	Hour	\$75.00
Superintendent with Truck	Individual	Hour	\$70.00
Foreman with Truck	Individual	Hour	\$75.00
Inspector with Vehicle	Individual	Hour	\$42.50
Health/Safety or QC Manager with Pickup Truck	Individual	Hour	\$75.00
Safety Superintendent	Individual	Hour	\$50.00
Mechanic with Truck and Tools	Individual	Hour	\$80.00
Climber with Gear	Individual	Hour	\$85.00
Operator with Chainsaw	Individual	Hour	\$45.00
Laborer with Tools	Individual	Hour	\$30.00
Traffic Control Personnel	Individual	Hour	\$30.00
Ticket Writers	Individual	Hour	\$35.00
Survey Personnel with Vehicle	Individual	Hour	\$35.00
Project Engineer	Individual	Hour	\$75.00
Equipment Operator	Individual	Hour	\$55.00
Truck Driver	Individual	Hour	\$45.00
Administrative Assistant	Individual	Hour	\$42.50
Clerical	Individual	Hour	\$35.00
Marine Resources (Fuel, maintenance included)			
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	\$6,300.00
40' Sectional Barge w/ Mounted Excavator & Pushboat	With Crew	Day	\$7,000.00
33' Fast Barge with Winch	Crew of 2	Day	\$4,200.00
14' Utility Boat with Motor (Work Boat)	With Crew	Day	\$1,680.00
12' Utility Boat with Motor (Work Boat)	With Crew	Day	\$1,120.00
12' Utility Boat without Motor (Work Boat)	With Crew	Day	\$840.00
Tank Diver with Gear	Individual	Hour	\$168.00
Hardhat Diver with Gear	Individual	Hour	\$700.00
Scuba Bottle Refill (Air)	80	Each	\$17.00
Air Pump with multi breathing lines	Brownie Lung	Day	\$560.00
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
Light Tower	w/ Generator	Day	\$140.00
Office Trailer	40 Foot	Day	\$155.00
Storage Container	40 Foot	Day	\$95.00
Portable Eyewash Station	OSHA Spec	Day	\$35.00
First Aid Station	OSHA Spec	Day	\$125.00
Portable Toilet (Port a John)	Single	Week	\$210.00
Observation Tower	USACE Spec	Each	\$3,500.00

Beach Restoration, Canal Work, Waterways & Sunken Vessel Removal

Optional Services: City of Kingsville, TX, RFP No. 28-17

Beach/Lake Restoration

Description	Unit	Price
Collection of debris-laden sand from ROW, hauling to the processing screen and sand pile maintenance. Up to 15 mile haul to screen. Debris from screen to be hauled by cubic yard debris rate in contract.	Per Cubic Yard	\$8.50
Berm/Beach Construction shall include transportation of screened sand to beach from screening site, including shaping of material on emergency berm. To include stockpile maintenance. Up to 15 miles haul from screen.	Per Cubic Yard	\$8.50
Scrape and screen shall include the collection of debris laden sand from beach, processing it through screen, returning sand to beach and spreading sand on beach. Work to be performed on beach.	Per Cubic Yard	\$8.50

Canal Work

Description	Unit	Price
Canal Shoreline Restoration	Per Linear Foot	\$27.50
Note: To include any necessary excavation, compaction, fill and backfill of embankment soils and seeding, materials to restore banks to preexisting conditions insofar as possible.		
Canal/Marine Debris Removal	Per Cubic Yard	\$37.75

Note: Removal of storm generated debris from marine environments including streams, canals, and waterfronts by applicable land-based or marine-based processes.

Sunken Vessel Removal

Description	Unit	Price
Marine Salvage Operations	Per Linear Foot	
Less than 20 feet		\$175.00
20 to 25 feet		\$252.00
25 to 30 feet		\$385.00
Greater than 30 feet		By Case
Land Based Salvage Operations	Per Linear Foot	
Less than 20 feet		\$162.50
20 to 25 feet		\$234.00
25 to 30 feet		\$357.50
Greater than 30 feet		By Case

Note: Large vessels, houseboats or vessels within environmentally sensitive areas may require unexpected additional effort. Work may be negotiated on a case-by-case basis under such conditions.

Emergency Drinking Water and Ice Supply Price Schedules

Optional Services: City of Kingsville, TX, RFP No. 28-17

Drinking Water

8.45 OZ. (250 mL) Units - 27 Units/Case (9 x 3 Packs/case) 135 Cases/Pallet				
Cases	Pallets	Price/Case	Per Unit	Per Pallet
135-675	1-5	\$ 8.55	\$ 0.32	\$ 1,154.05
810-1350	6-10	\$ 8.30	\$ 0.31	\$ 1,120.84
1485-1500	11-20	\$ 8.12	\$ 0.30	\$ 1,095.93

1 Liter (1000mL) Units - 12 Units/Case 75 Cases/Pallet				
Cases	Pallets	Price/Case	Per Unit	Per Pallet
75-375	1-5	\$ 9.78	\$ 0.81	\$ 733.39
450-750	6-10	\$ 9.35	\$ 0.78	\$ 701.10
825-1500	11-20	\$ 9.10	\$ 0.76	\$ 682.65

Note:

Prices are F.O.B. Miami, FL or West Palm Beach, FL.

Ice Supply

Description	Unit	Price
Packaged Ice Delivered	Per pound	\$0.34
Additional Ground Mileage	Per mile	\$3.46
Standby Time in Excess of 2 Hours (Demurrage)	Per hour	\$81.25

Note:

1. As ice and water represent scarce commodities following a storm event, specific terms and conditions shall be included as part of an executed contract. These terms and conditions are available for review at your request.

2. Prices are valid for an annual term, at which time prices require renegotiation.

3. Ice supply subject to availability. Every effort will be made to deliver packaged ice in the quantities specified and to the delivery sites specified as timely as possible. Minimum quantities required.

Product Standards: Ice provided under this contract shall be:

- (1) manufactured within no more than 120 calendar days of the date of delivery;
- (2) tube or crushed ice (block or shaved ice is not used);
- (3) manufactured in compliance with the Food and Drug Administration (FDA) Good Manufacturing Practices (GMP) of 21 C.F.R. 110, the International Packaged Ice Association (IPIA) standards;
- (4) manufactured by ice plants that use source water from a public water supply which is currently in compliance with the National Primary Drinking Water Regulations (NPDWR) of the Safe Drinking Water Act (SDWA) and which achieved that compliance without an exemption under the SDWA; and
- (5) produced, packaged, transported, stored and handled in accordance with all applicable Federal, state and local laws and regulations.

Packaging: Ice shall be sealed in 5 to 20 pound plastic bags and stacked on pallets. Each pallet shall contain 2,000 pounds, net weight, of ice. A protective layer (slip sheet) of thick paper, plastic (6 mil) or waterproof corrugated cardboard shall be placed between the stacked ice and the pallets. Pallets of packaged ice will be fully covered on all four (4) sides with a minimum of four (4) layers of shrink wrap. All pallets shall be 4' x 4' nominal, constructed of hardwood, designed for pickup on all four sides and repeated use with a 2,000 lb. load. Each pallet is packaged to withstand severe climatic conditions.

Disaster Response Man Camps/Comfort Services Price Schedule

Optional Services: City of Kingsville, TX. RFP No. 28-17

Emergency Sleeping Quarters

Option 1

	Unit Rental Price
1 - 168-Man Dormitory Structure	\$ 158,276.40
Wood Floor w/ New Carpeting	
Air Conditioning/Combination Heating Units	
Power Generation	
Metal Halide Lighting Package	
168 Mil-Spec Cots	
2 - Personnel Doors	
Up to 4 Weeks Rental	

Option 2

	Unit Rental Price
1 - 200-Man Tension Tent	\$ 183,208.50
Wood Floor w/ New Carpeting	
Air Conditioning/Combination Heating Units	
Power Generation	
Metal Halide Lighting Package	
200 Mil-Spec Cots	
2 - Personnel Doors	
Up to 4 Weeks Rental	

Dining Facilities

Option 1

	Unit Rental Price
1 - Dining Structure for 500	\$ 120,736.80
Wood Floor w/ Event/Pro Flooring	
Air Conditioning/Combination Heating Units	
Power Generation	
Metal Halide Lighting Package	
2 - Personnel Doors	
64 - 8' Banquet Tables	
512 Folding Chairs	
Up to 4 Weeks Rental	

Option 2

	Unit Rental Price
1 - Dining Structure for 350	\$ 90,749.40
Wood Floor w/ Event/Pro Flooring	
Air Conditioning/Combination Heating Units	
Power Generation	
Metal Halide Lighting Package	
2 - Personnel Doors	
44 - 8' Banquet Tables	
352 Folding Chairs	
Up to 4 Weeks Rental	

Restroom Facilities

<i>Camp Service Facilities</i>	<i>Units for</i>	Rental Price
Portable Toilet Facilities	150-Person Camp	\$ 18,988.71
Daily Cleaning & Service	250-Person Camp	\$ 30,673.74
4 Weeks Rental	500-Person Camp	\$ 60,116.25

Shower Facilities

	Unit Rental Price
1 - 14 Head Shower Trailer Unit	\$ 90,405.00
Provides Shower Service for 350 People	
Each Unit Contains:	
Private Changing Stalls & 36" x 36" Shower Stalls	
Propane-fired boiler system	
On-board water storage	
Air Conditioning	
Trash Receptacles	
Up to 4 Weeks Rental	

Laundry Facility

	Unit Rental Price
1 - 7 Unit Laundry Trailer	\$ 90,405.00
Each Unit Contains:	
7 Top Load Washer Units	
8 Front Load Dryer Units	
Hot and Cold Water	
Air Conditioning	
Folding Table	
Trash Receptacles	
Up to 4 Weeks Rental	

Cost Plus Man Camp Services	Rate
Site Preparation	Cost +23%
Fuel for Generators	Cost +23%
Fresh Water Supply	Cost +33%
Grey and Black Water Removal	Cost +23%

Special Emergency Services	Rate
Emergency Clinics and Support Personnel	Cost +23%

Notes: All pricing above assumes services for disaster/emergency situations. All pricing is for a minimum one-month rental. Quote includes all non-union labor and equipment needed for installation and take down of structures. Quote assumes staking into level asphalt or grass surface provided free of obstruction with direct semi-truck access within 50' of work site. Applicable sales taxes, permits, and fuel surcharges are not included. This proposal is subject to equipment availability at the time the notice to proceed is issued.

Emergency Power Generation Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Units	Per Day (24 hrs)	Per Week
25 kW Generator	\$ 638.00	\$ 2,056.00
56 kW Generator	\$ 1,032.00	\$ 3,927.00
100 kW Generator	\$ 1,600.00	\$ 6,298.00
175 kW Generator	\$ 2,196.00	\$ 9,050.00
250 kW Generator	\$ 2,721.13	\$ 10,711.05
320 kW Generator	\$ 3,039.00	\$ 11,761.00
500 kW Generator	\$ 3,750.00	\$ 13,812.00
800 kW Generator	\$ 6,304.00	\$ 21,535.00
1000 kW Generator	\$ 7,608.00	\$ 25,887.00
1500 kW Generator	\$ 8,870.00	\$ 30,172.00

*Additional equipment rates available upon request.

Notes:

1. Transportation charges not included.
2. Cables and distribution boxes not included.
3. Minimum usage charge of 2 days.
4. Includes service and maintenance.

Emergency Power Generation Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Units	Per Day (24 hrs)	Per Week
25 kW Generator	\$ 638.00	\$ 2,056.00
56 kW Generator	\$ 1,032.00	\$ 3,927.00
100 kW Generator	\$ 1,600.00	\$ 6,298.00
175 kW Generator	\$ 2,196.00	\$ 9,050.00
250 kW Generator	\$ 2,721.13	\$ 10,711.05
320 kW Generator	\$ 3,039.00	\$ 11,761.00
500 kW Generator	\$ 3,750.00	\$ 13,812.00
800 kW Generator	\$ 6,304.00	\$ 21,535.00
1000 kW Generator	\$ 7,608.00	\$ 25,887.00
1500 kW Generator	\$ 8,870.00	\$ 30,172.00

*Additional equipment rates available upon request.

Notes:

1. Transportation charges not included.
2. Cables and distribution boxes not included.
3. Minimum usage charge of 2 days.
4. Includes service and maintenance.

Emergency Fuel Delivery/Management Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Item/Equipment	Description	Rental/Labor Rate	Unit
550 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	\$93.75	Per day
1,000 gallon single wall tank	Portable Storage Tank	\$106.25	Per day
1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	\$118.75	Per day
6,000 gallon or greater tank	Portable Storage Tank	\$187.50	Per day
12 Volt Fill-Rite Pump	Fuel Pump 13 GPM, includes nozzle	\$25.00	Per day
Portable Tank Delivery/Pickup	Delivery/Pickup Charge	\$187.50	Per hour
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	\$500.00	Per service
Truck with Man	Transport Truck w/trailer or Boattail Truck	\$227.50	Per hour*
Fuel Tank Trailer Only	7,500 to 8,500 gal capacity	\$750.00	Per day
Mobile Fuel Station	12,000 Gal capacity on trailer	\$218.75	Per hour*
Frac Tank	20,000 gallon frac tank	\$250.00	Per day
Labor	Man to operate fuel station or fuel vehicles	\$93.75	Per hour

Note: Additional Storage Tanks ranging from 250 to 20,000 gallons are available upon request

* Requires 24 hour minimum

Item	Description	Purchase Price	Unit
Fuel	Gasoline/Diesel/Aviation Fuel	Cost -	\$0.74 Per gallon

Note: Rental/Labor Rate begins when equipment or labor leaves the facility and ends upon its return to the same facility. Reasonable lodging expense may apply.

Description of service:

A self contained generator powered system designed to meet the emergency fuel response needs of government and commercial entities. This unit combines high volume fuel dispensing capabilities along with maximum portability features.

Features:

- Total fuel storage capacity -12,000 gallons (One 10K tank and two 1K tanks)
- Tanks are dual walled (secondary containment) & are Flameshield NFPA 30 rated.
- Mounted on a 53' drop deck trailer
- Six high volume fueling points with hoses on reels
- Fueling points have meter registers
- Grounding cable for vehicle re-fueling
- 20KW diesel generator
- Lights for night fueling
- No special transportation permits required
- Equipped with spill response kits.
- Air compressor
- Lubricants storage tank with dispenser

Note: Units subject to availability.

Emergency Satellite Telephone/Communication Services Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Satellite Phone Service

	Rate	Unit
Per Satellite Phone	\$100.00	Per week
Usage Cost, per phone	\$2.00	Per minute

Satellite Internet Service

Self-Contained Trailer Equipment

Duration	Monthly Cost
3 month	\$4,913.85
6 month	\$3,683.85
9 month	\$2,453.85
12 month	\$1,223.85

Bandwidth

Service	Monthly Cost
Disaster Response	\$2,028.27

Bandwidth Service	Contention	Upload (Kbps)	Download (Mbps)	VoIP lines	Users
Disaster Response	10	768	2	6	10 to 20

Description of services:

Self-contained trailer auto deploy

This unit was designed to be a self-contained mobile unit that is weatherized. This unit is ideal for businesses that need ultimate mobility with rapid deployment. The following equipment comes standard on each unit:

- 4' x 6' enclosed trailer
- 9,000 watt electric start generator
- Andrew Smart-Ad 3 watt 1.2 meter auto deploy satellite earth station
- VSAT 3100 internet modem
- Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power controller battery backup

Self-contained trailer mounted

This unit was designed to be a self-contained mobile unit that is weatherized. The following equipment comes standard on each unit:

- 4' x 6' enclosed trailer
- 9,000 watt electric start generator
- Andrew 4 watt 1.2 meter satellite dish
- VSAT 3100 internet modem
- Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power controller battery backup

The following services are available within the program:

- Broadband Internet
- Canopy Networks
- VoIP Telephone and Fax
- Cell Phone Repeaters

Each satellite unit will be equipped to provide wireless broadband internet. The units are scalable so that additional wireless access points can be added. Each unit will have sufficient bandwidth to easily support 15 concurrent internet users from the base system. If necessary, additional units can be brought in to support a larger camp population.

Voice-over-internet protocol ("VoIP") telephone and fax service will be available as an optional service with each satellite unit. This service can handle one to eight voice lines per unit. Cell phone repeaters for Nextel and Cingular networks are also available as an optional item.

Emergency Satellite Telephone/Communication Services Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Satellite Phone Service

	Rate	Unit
Per Satellite Phone	\$100.00	Per week
Usage Cost, per phone	\$2.00	Per minute

Satellite Internet Service

Self-Contained Trailer Equipment

Duration	Monthly Cost
3 month	\$4,913.85
6 month	\$3,683.85
9 month	\$2,453.85
12 month	\$1,223.85

Bandwidth

Service	Monthly Cost
Disaster Response	\$2,028.27

Bandwidth Service	Contention	Upload (Kbps)	Download (Mbps)	VoIP lines	Users
Disaster Response	10	768	2	6	10 to 20

Description of services:

Self-contained trailer auto deploy

This unit was designed to be a self-contained mobile unit that is weatherized. This unit is ideal for businesses that need ultimate mobility with rapid deployment. The following equipment comes standard on each unit:

- 4'x 6' enclosed trailer
- 9,000 watt electric start generator
- Andrew Smart-Ad 3 watt 1.2 meter auto deploy satellite earth station
- VSAT 3100 internet modem
- Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power controller battery backup

Self-contained trailer mounted

This unit was designed to be a self-contained mobile unit that is weatherized. The following equipment comes standard on each unit:

- 4'x 6' enclosed tra 4'x 6' enclosed trailer
- 9,000 watt electric 9,000 watt electric start generator
- Andrew 4 watt 1.2 Andrew 4 watt 1.2 meter satellite dish
- VSAT 3100 intern VSAT 3100 internet modem
- Motorola HotZone Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power a Universal power controller battery backup

The following services are available within the program:

- Broadband Internet
- Canopy Networks
- VoIP Telephone and Fax
- Cell Phone Repeaters

Each satellite unit will be equipped to provide wireless broadband internet. The units are scalable so that additional wireless access points can be added. Each unit will have sufficient bandwidth to easily support 15 concurrent internet users from the base system. If necessary, additional units can be brought in to support a larger camp population.

Voice-over-internet protocol ("VoIP") telephone and fax service will be available as an optional service with each satellite unit. This service can handle one to eight voice lines per unit. Cell phone repeaters for Nextel and Cingular networks are also available as an optional item.

Temporary Office Trailers, Mobile Command Center Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Single Unit

Dimensions: Width = 8', Unit Length = 20'

Category	Rate	Unit
Setup Fee:	\$ 1,414.50	One time
Single Unit	\$ 491.52	Per month

Single Unit

Dimensions: Width = 8', Unit Length = 28'

Category	Rate	Unit
Setup Fee:	\$ 1,574.40	One time
Single Unit	\$ 600.32	Per month

Single Unit

Dimensions: Width = 10', Unit Length = 24'

Category	Rate	Unit
Setup Fee:	\$ 2,097.15	One time
Single Unit	\$ 760.32	Per month

Chemical Toilets Price Schedule

Description	Rate	Unit
Port-o-let (per unit)	\$ 1,451.40	Per month
Port-o-let (per unit)	\$ 52.50	Per day

Note: Includes delivery/set up, daily service, equipment rental, and pick up/breakdown

Emergency Pumping Units Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Description	Rate (Per Day)	Rate (Per Hour)
4" Trash Pump Package	\$ 1,089.05	\$ 90.75
6" Trash Pump Package	\$ 1,654.85	\$ 137.90
6" Hydraulic Pump with Power Pack	\$ 1,216.70	\$ 101.39
8" Hydraulic Pump with Power Pack	\$ 1,818.15	\$ 151.51

Notes:

1. Transportation charges not included.
2. Includes suction and discharge hose.
3. Minimum usage charge of 8 hours.

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: City of Kingsville, TX. RFP No. 28-17

Categories/Descriptions

Labor	Unit	Rate
Project Consultant (PC)	Hour	\$156.00
Project Executive (PE)	Hour	\$125.00
Project Manager (PM)	Hour	\$75.00
Health & Safety Officer (HSO)	Hour	\$75.00
Technical Specialist (Superintendent) (TS)	Hour	\$69.00
Drying Technical (DT)	Hour	\$69.00
Equipment Operator (EO)	Hour	\$56.00
Remediation Worker (RW)	Hour	\$47.00
General Labor (GL)	Hour	\$36.00
Field Auditor (FA)	Hour	\$50.00
Supplies/Consumables	Unit	Rate
Adhesive Remover	Gallon	\$96.00
Anti-Microbial Coating	Gallon	\$81.00
Anti-Microbial Disinfectant (Concrete Pre Mixed)	Gallon	\$5.00
Anti-Microbial Disinfectant (MicroBan RTU)	Gallon	\$56.00
Bags, Trash	Roll	\$94.00
Bags, Trash Environmental	Roll	\$106.00
Box, Storage Cardboard	Each	\$9.00
Brush, Long Handle/Scrub	Each	\$11.00
Camera (Disposable, 27 exp. includes development)	Each	\$37.00
Cleaner, General and all purpose	Gallon	\$30.00
Cleaner, Electronic Grade	Gallon	\$63.00
Decontamination Unit, Disposable	Each	\$418.00
Duct, Lay Flat (500')	Roll	\$469.00
Fuel	Gallon	Cost + 23%
Negative Air Filters (Prefilters)	Each	\$4.00
Negative Air Filters (Pleated)	Each	\$8.00
Negative Air Filters (Main HEPA)	Each	\$225.00
Poly Sheeting, Fire Retardant	Roll	\$125.00
Poly Sheeting, Reinforced	Roll	\$188.00
Rags, Cotton Cloth	Box	\$63.00
Respirator Cartridges, Negative Pressure (Half-Face)	Pair	\$13.00
Respirator Cartridge, PAPR (Full-Face)	Each	\$16.00
Spray Bottle w/ Trigger	Each	\$4.00
Sprayue	Can	\$3.00
Sponges, Soot Absorbtion	Each	\$3.00
Suit, Disposable	Each	\$3.00
Suit Tyvek	Each	\$8.00
Tape, Duct	Roll	\$7.00
Terry Wipes	Pound	\$8.00
Towels	Case	\$38.00

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: City of Kingsville, TX. RFP No. 28-17

Categories/Descriptions

Drying Equipment	Unit	Rate
Dehumidification Unit (50cfm-100cfm)	Each	\$91.00
Dehumidification Unit (110cfm-200cfm)	Each	\$149.00
Dehumidification Unit (220cfm-300cfm)	Each	\$175.00
Dehumidification Unit (500cfm-600cfm)	Each	\$382.00
Dehumidification Unit (1000cfm)	Each	\$667.00
Dehumidification Unit (2000cfm-2250cfm)	Each	\$1,289.00
Dehumidification Unit (3500cfm)	Each	\$259.00
Dehumidification Unit (4500cfm-5000cfm)	Each	\$356.00
Dehumidification Unit (6000cfm)	Each	\$453.00
Dehumidification Unit (8500cfm)	Each	\$1,133.00
Dehumidification Unit (15,000cfm)	Each	\$324.00
Miscellaneous Equipment	Unit	Rate
40 Ton AC Unit	Each	\$1,049.00
100 Ton Chiller Unit	Each	\$1,159.00
200 Ton Chiller Unit	Each	\$919.00
Air Compressor (110 psi)	Each	\$39.00
Air Compressor (125 psi)	Each	\$220.00
Air Mover	Each	\$32.00
Buffer, Floor	Each	\$39.00
Cart, Tilt/Demolition	Each	\$26.00
Dolly, 2-Whl/4-Whl/Dtm/Whlbr	Each	\$6.00
Electrical Dist. Panel (Spider Box)	Each	\$71.00
Electrical Kit (Ext. Cord GFI, Surge Protector)	Each	\$6.00
Extraction Unit (Portable)	Each	\$162.00
Extraction Unit (Trailer)	Each	\$583.00
Filtration Unit	Each	\$32.00
Fire Extinguisher	Each	\$5.00
First Aid Kit	Each	\$3.00
Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Bar, Etc.)	Each	\$16.00
Freight	Each	\$4.00
HEPA Filtration Unit (10,000cfm)	Each	\$389.00
HEPA Filtration Unit (2,000cfm)	Each	\$123.00
Light, Portable	Each	\$3.00
Light, Stand	Each	\$19.00
Light, String	Each	\$13.00
Mobile Command Center	Each	\$576.00
Negative Pressure Recorder	Each	\$65.00
Ozone Machine	Each	\$155.00
Power Hand Tools (Sawzall, Circular Saw, Drill etc.)	Each	\$13.00
Pump, Small	Each	\$52.00
Pump, Flood	Each	\$175.00
Respirator, Negative Pressure (Half Face)	Each	\$6.00
Respirator, PAPR (Full Face)	Each	\$32.00
Radio, Job Site	Each	\$13.00
Shower/Wash Station	Each	\$19.00
Sprayer, Airless	Each	\$84.00
Thermal Image Camera	Each	\$65.00
Trailer	Each	\$149.00
Truck, 24ft	Each	\$123.00
Truck, Pick-Up	Each	\$84.00
Truck, Water Extraction	Each	\$259.00
Vacuum, (Wet/Dry)	Each	\$32.00
Vacuum, HEPA	Each	\$97.00

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Categories/Descriptions

Van/Bus	Each	\$123.00
Vent/Wall Cavity Drying Unit	Each	\$453.00
Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Each	\$13.00
Washer, High Pressure (5,000 psi)	Each	\$227.00
Washer, High Pressure (20,000 - 40,000 psi)	Each	TDB
Washer, HOTSY	Each	\$259.00

Notes:

1. Work performed utilizing these rates shall be performed pursuant to the predefined Scope of Work being agreed to by both parties and any applicable Change Order contract modification being completed.
2. Price. Work performed hereunder shall be priced as indicated in the AshBritt Rates, plus any applicable taxes.

A. AshBritt will invoice the customer weekly for services rendered in accordance with the AshBritt rates. Customer agrees to make payment to AshBritt within 15 days of invoice.

B. The balance of AshBritt's fees and charges for the performance of the Scope of Work will be paid within 30 days from the Customer's receipt of the final invoice from AshBritt.

3. Invoicing and Payment. AshBritt shall submit to Customer itemized invoice(s) setting forth the total amounts due in accordance with the Rate Schedule for services utilized in performance of the Scope of Work. If payments are not received timely, Customer agrees to pay all costs of collections up to and including court costs, reasonable attorney's fees and interest charges at the lesser of 1) 1.5% per month, or 2) the maximum lawful interest rate. No retainage will be withheld from payments.

4. Overtime Rates. Customer agrees that overtime rates will be billed by AshBritt and paid by customer based upon entitlement of employee notwithstanding where initial 40 hours, or any part thereof, were worked by employees for AshBritt on other projects.

5. Responsibility for Payment. Customer agrees to make payment to AshBritt for services rendered hereunder in the amounts and on the terms specified above, regardless of whether Customer is entitled to reimbursement for such costs from Customers or from some other person's or entity's insurance carrier or any other source.

6. Best Efforts. AshBritt and Customer acknowledge that the property which is the subject of the Work may have been involved in a fire, flood, or other catastrophe. AshBritt will perform the Work on a "best efforts" basis, but cannot, and therefore does not, guarantee or warrant that any of the property will be operational or free from defect following completion of the Work.

7. Causes Beyond Control. If any circumstance or event which is beyond the reasonable control of AshBritt delays the performance of any of AshBritt's obligations under this agreement or makes any of those obligations impossible to perform, AshBritt will not have any liability for that delay or non-performance.

8. Consents and Permits. Any federal, state, or local permits or consents required for the performance of the Work are the responsibility of the Customer; provided that, if made a part of the Work, AshBritt may obtain such permits and consents at Customer's expense. Both AshBritt and Customer will comply with all applicable governmental regulations, statutes, laws and ordinances.

9. Disposal. Disposal of any Hazardous Material (including specimens or samples) or any property that contains Hazardous Material, removed by AshBritt under this Agreement will be in the name of the Customer and under any applicable generator number or other identification assigned by the Customer.

10. Indemnity. Each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, and/or the conditions to which the Contract pertains, to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of Contract or other fault of the indemnifying party. Customer on its behalf and on behalf of including but not limited to Owners, Management Companies, Tenants and Occupants indemnifies AshBritt against loss or damage to personal property and/or content during the performance of services within the areas of remediation.

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Categories/Descriptions

11. Confidential Information. AshBritt and Customer mutually agree to maintain in confidence and will not, directly or indirectly disclose or use, either during or after the term of this Agreement, any proprietary or confidential information belonging to the other party, whether it is in writing or permanent form, except to the extent necessary to perform the work until such time as said information has become public knowledge.

12. No Consequential Damages. No party shall in any action or proceeding or otherwise assert any claim for consequential damages against any other party to this reasonable attorney's fees and court costs. Contract on account of any loss, cost, damage or expense which such party may suffer or incur because of any act or omission of any other party to this Contract or its agents or employees in the performance of a party's obligations under this Contract, or any other cause of action (including negligence) arising out of or related to transactions in connection with this Contract, or otherwise, and each party expressly waives any such claims.

13. Labor Considerations.

A. The labor rates stated above are per hour for the first 40 hours worked (or 8 hours a day in California or where mandated by prevailing wage requirements) in a week beginning on Monday.

B. Labor rates for work performed over 40 hours in a week (or 8 hours a day in California or where mandated by prevailing wage requirements) will be charged at one and one-third (1-1/3) times the stated hourly rates except where collective bargaining agreements or prevailing wage requirements mandate premium time to be paid Saturday, Sunday and Holidays. In such an event, one and one-third (1 - 1/3) time the stated rates or the multiplier mandated by prevailing wage requirements shall be applicable.

C. Travel time will be charged, at stated hourly rates, when employee lodging is more than 50 miles from the project location or when emergency conditions exist that result in one way travel time of 60 minutes or greater. In either case, a minimum of one hour will be charged per individual, each way.

D. All documented costs for other applicable travel costs (airfare, rental cars, cab fare, etc.) will be reimbursed to AshBritt at cost plus 10%.

E. Per diem and lodging will be charged at a rate of \$100 per employee, per day for all employee classifications

F. A minimum surcharge of \$25 per hour will be added to the stated rates for any employee classification whereby their trade is covered by a collective bargaining agreement, or for any employee subject to prevailing wage rates.

G. A Remediation Worker (RW) is defined as a person who utilizes a respirator to protect himself/herself from the potential exposure to any hazardous substance, including nuisance dust.

H. Warehousemen and drivers supporting the on site work activity will be billed at the General Laborer rate.

14. Equipment Rental Considerations.

A. **Unscheduled Rental Equipment and Consumables.** For equipment and consumables not listed that is rented for the project by AshBritt the rate invoiced to the Customer will be the rate charged to AshBritt plus 10% - 10%. Freight is excluded.

B. **Unscheduled Purchased Equipment.** If special equipment not listed above is purchased for the project the daily rental will be 5% of the purchase price.

Temporary Warehousing Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Option 1

Storage Containers

Description	Rate	Unit
40' Conex Box	\$3,000.00	Per month
20' Conex Box	\$2,000.00	Per month

Note: Transportation not included.

Option 2

Fabric Structures (Reinforced)

Description	Rate	Unit
82' w x 98' l, 10' side, 23' peak Structure	\$13,603.80	First month

Hazardous Materials General Labor Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Title	Level	Abbr.	Rate	Unit
Project Manager	Upper Level	ULM	\$200.00	Per hour
Mid Level Manager	Middle Level	MLM	\$155.00	Per hour
Professional	Upper Level	ULP	\$145.00	Per hour
	Middle Level	MLP	\$110.00	Per hour
	Lower Level	LLP	\$85.00	Per hour
Technical	Upper Level	ULT	\$97.00	Per hour
	Middle Level	MLT	\$70.00	Per hour
	Lower Level	LLT	\$50.00	Per hour
Secretarial/Clerical			\$65.00	Per hour
Equipment Operator			\$55.00	Per hour
Laborer			\$40.00	Per hour
Per diem			\$135.00	Per day

Hazardous Materials Equipment/Materials Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Description	Unit	Rate
250 gallon Poly Tank	Day	\$111.00
Absorbant Boom -bags	Each	\$132.00
Absorbant Pads - boxes	Each	\$138.00
Air Compresor 185 cfm	Day	\$130.00
Air Compresor Small	Day	\$63.00
Air sampling Vacuum Pump	Day	\$37.00
Bladder Pump	Day	\$99.00
Cement - Bags	Each	\$44.00
Centrifugal Pump/Hoses	Day	\$68.00
Chain saws	Day	\$78.00
Coil Rope	Each	\$37.00
Concrete Saw	Day	\$71.00
Conductivity, ph, thermometer Set	Day	\$30.00
Contaminated Material - total tons	Tons	Cost + 23%
Core Drill w. 6" bit	Day	\$146.00
Data logger with Transducers	Day	\$188.00
Disposabic 1 micron Filter	Each	\$26.00
Dissolved Oxygen Meter	Day	\$47.00
Double Ring Infiltrometer	Day	\$86.00
Drum Roller compactor	Hour	\$169.00
Electric Hand Tools (drill, saw, sander etc)	Fa/day	\$16.00
Explosimeter	Day	\$32.00
Gas Chromatograph, portable	Day	\$498.00
Ground Penetrating Radar	Day	\$1,039.80
Hand Auger	Day	\$14.00
Hand Tools per employee	Day	\$32.00
Harbour Boom	ft/day	\$3.00
High Pressure Steam Cleaner	Day	\$193.00
Mini Excavator	Hour	\$58.00
Oil Water probe	Day	\$50.00
OVA	Day	\$203.00
Plate Compactor	Day	\$127.00
Ponar Dredge sampler	Day	\$68.00
Portable Light stand	Day	\$63.00
Portable Sampler (Peristaltic pump)	Day	\$68.00
Safety Equipment Level C	Day	\$78.00
Safety Equipment Level D	Day	\$156.00
Sediment Sampler	Day	\$40.00
Street Sweeper	Day	\$780.00
Surveying Equipment	Day	\$58.00
Teflon Bailer	Day	\$11.00
Teflon Tubing	Foot	\$4.00
Traffic control Vests cones barriers etc	Day	\$86.00
Turbidity Meter	Day	\$42.00
Visqueen - Rolls	Each	\$136.00
Water level Indicator	Day	\$48.00
Well and Well screens	Each	Cost + 23%
Well Point Install	Each	Cost + 23%
WellPoint Rental	Day	Cost + 23%
workboat w/o motor	Day	\$130.00
YSI Meter/ Multi meter	Day	\$130.00
Personal Protective Equip., Level A (Dupont RS562T)	Per Unit	\$895.00
Personal Protective Equip., Level B (Dupont R3123T)	Per Unit	\$395.00
Personal Protective Equip., Level C (Dupont C2127T)	Per Unit	\$195.00
Cascade Air Filtration Panel	Day	\$140.00

Hazardous Materials Equipment/Materials Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Description	Unit	Rate
Air Filtration Panel	Day	\$55.00
Airline Respirator	Day	\$210.00
High Hazard Personnel Decontamination	Per Kit	\$40.00
Low Hazard Personnel Decontamination	Per Kit	\$15.00
Personnel Retrieval System	Day	\$140.00
Personnel Retrieval Harness	Day	\$24.00
Combustible Gas Indicator	Day	\$75.00
Toxic Gas Detector	Day	\$150.00
Photoionization Dectector	Day	\$110.00
Hazmat Kit	Day	\$325.00
Hand Auger, Stainless Steel	Day	\$20.00
Hand Operated Transfer Pump	Day	\$65.00
1" Diaphragm Pump (1")	Day	\$125.00
2" Diaphragm Pump (2")	Day	\$160.00
2" Diaphragm Pump S.S. (2" S.S.)	Day	\$275.00
3" Diaphragm Pump (3")	Day	\$250.00
6" Diaphragm Pump (6")	Day	\$1,280.00
1" Suction or Discharge Hose (1")	Day	\$46.00
2" Suction or Discharge Hose (2")	Day	\$70.00
3" Suction or Discharge Hose (3")	Day	\$90.00
6" Suction or Discharge Hose (6")	Day	\$145.00
2" Chemical Suction or Discharge Hose (2")	Day	\$140.00
3" Chemical Suction or Discharge Hose (3")	Day	\$180.00
6" Chemical Suction or Discharge Hose (6")	Day	\$650.00
Diesel Powered Generator 60-80kw	Day	\$245.00
Electrical Cord Station 50'	Day	\$35.00
Spike Bar	Each	\$40.00
Airless Spray (With operator)	Day	\$275.00
Pressure Washer (With operator)	Day	\$255.00
Waterhose Section (Garden)	Each	\$35.00
Cutting Torch (With operator)	Day	\$175.00
Wire Welder (With operator)	Day	\$225.00
Air Blower (With operator)	Day	\$175.00
HEPA Vac (With operator)	Day	\$480.00
Barrel Cart	Day	\$15.00
Wheelbarrow	Day	\$15.00
Oil Dry Spreader	Day	\$18.00
Traffic Control Vest, Cones, Flags, Barrels, etc	Day	\$225.00
Drill w/ Bits	Day	\$40.00
Grounding Cable and Rod	Day	\$15.00
Circular Saw	Day	\$30.00
Hand Tool per employee *(shovels, brooms etc.)	Day	\$30.00
Tool Kit (Hammers, Pliers, Screwdrivers)	Day	\$45.00
Wrench Kit (Bung wrench, speed, etc)	Day	\$25.00
Step Ladder	Day	\$9.50
Extension Ladder	Day	\$11.50
Photographic Equipment	Day	\$125.00
Level A Suit (Kappler Responder)	Each	\$800.00
Level B Suit (Kappler Responder)	Each	\$350.00
Level C Suit (Kappler Responder)	Each	\$225.00
Tyvek Coveralls (DuPont)	Each	\$25.00
Proshield (DuPont NG127s)	Each	\$85.00
Saranex (DuPont SL127T)	Each	\$95.00
Acid Suit	Each	\$95.00
Rain Suit	Each	\$35.00

Hazardous Materials Equipment/Materials Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Description	Unit	Rate
Neoprene Gloves, Pair	Pair	\$12.00
Nitrile Gloves, Pair	Pair	\$8.00
Silvershield Gloves	Pair	\$12.00
PVC Gloves	Pair	\$7.50
Cotton or Latex Gloves	Pair	\$8.50
Leather Work Gloves	Pair	\$12.50
PVC Boots (Haz Mat)	Pair	\$32.50
Boot Covers	Pair	\$15.00
Hearing Protection	Pair	\$8.00
Detector Tubes	Each	\$18.00
Ph Paper	Pack	\$25.00
Spill Classifier	Each	\$15.00
Respirator Airline 50' Section	Each	\$175.00
Respirator Cartridges	Pair	\$35.00
Handheld Radios	Each	\$75.00
5"x10' Absorbent Boom-Petroleum (CEP-WB510)	Bale of 4	\$105.00
8"x10' Absorbent Boom-Petroleum (CEP-WB810)	Bale of 4	\$155.00
3"x 12' Absorbent Boom-Universal (CEP-HAZSOCIO)	Bale of 4	\$70.00
Absorbent Pads Bundle-Petroleum (CEP-WP100H or equal)	Bundle	\$87.50
Absorbent Pads Bundle-Universal (CEP-OPP15 or equal)	Bundle	\$132.50
Oil Dry (CEP-FLAB50 or equal)	Bag (40lb)	\$15.00
Peat Moss (CEPEXSORB or equal)	Bag	\$35.00
Vermiculite (CEP-VERM4 or equal)	Bag	\$30.00
Soda Ash Bag (CEP-SODASH or equal)	Bag	\$30.00
4 mil 20x100 polyethylene (4 mil)	Roll	\$47.50
6 mil 20x100 polyethylene (6 mil)	Roll	\$62.50
6 mil bags (6 mil)	Case	\$55.00
Duct Tape (N/A)	Roll	\$6.00
55 Gallon Drum Overoak (CEP-1230YE or equal)	Each	\$110.00
55 Gallon Drum Liners (10 mil)	Each	\$225.00
Fiber Drums (55 gallon)	Each	\$55.00
30 Gallon Overpak (CEP-1230YE or equal)	Each	\$115.00
95 Gallon Overpak (CEP-1237YE or equal)	Each	\$275.00
DOT Hazardous Waste Labels (DOT)	Box	\$35.00
Fire Extinguisher	Each	\$75.00
Caution/Hazard Tape	Roll	\$28.00
Respirator Wipes	Box	\$20.00
ChemTape , 10' roll (Kappler)	Roll	\$15.00

Note:

Any other equipment used by subcontractor will be charged at Subcontractor rate plus 23%



You are here: [Home](#) > [Community & Environmental](#) > [Solid Waste](#) > [Disaster Debris Clearance and Removal Services](#)

SOLID WASTE

DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES

Recognizing the need for communities to perform efficient and timely cleanup of debris generated by natural disasters, H-GAC has developed the **Disaster Debris Clearance and Removal Services Program**.

[Program Brochure \(PDF\) 461K](#)

By having pre-event debris hauler contracts in place, cleanup can be quicker and less costly. Procuring reputable and experienced firms can be challenging. H-GAC's **Disaster Debris Clearance and Removal Services Program** has simplified the process and ensures access to a pool of "most qualified debris removal contractors." H-GAC has handled all the procurement issues. The program can save you time and money associated with procurement process and can help maximizing eligible FEMA reimbursement.

[Request for Proposals \(PDF\) 332K](#)

[Detailed Company Information and Contacts \(PDF\) 199K](#)

There are nine nationally recognized vendors to select:

- AshBritt, Inc.
- Ceres Environmental Services, Inc.
- CrowderGulf
- D & J Enterprises, Inc.
- DRC Emergency Services, LLC
- Omni Pinnacle, LLC
- Phillips & Jordan, Inc.
- Storm Reconstruction Services, Inc.
- T.F.R. Enterprises, Inc. (TFR)

How does it work?

For more detailed information on the program and to find out how to get started please read: [Disaster Debris Hauler Guidance \(PDF\) 54K](#)

To enroll in the procurement program, please download and complete both of these forms:

[End User Service Request Form \(DOC\) 153K](#)

["Standard Services Requested" Checklist \(DOC\) 94K](#)

These forms will be provided to the pool of debris hauling vendors for detailed pricing.

Any local government, that is a member of H-GAC within its 13 county region, has free access to the procurement services. All government entities outside the 13 county region, even if they are members of the HGACBuy program, will be charged an administrative fee of \$3,000. If the fee is applicable, H-GAC will create and send an invoice for the \$3,000 to the End User Primary Point of Contact for payment.

If you need further information please contact us and we will guide you through the process.

Debris Monitoring Services - Beck Disaster Recovery, Inc.

Through a HGACBuy membership, local governments can directly contract with Beck Disaster Recovery, Inc. (BDR) for debris monitoring services. BDR has helped clients recover from every hurricane making landfall in the United States since 2004 as well as tornadoes, floods, snow and ice storms and other disasters.

[Company Overview \(PDF\) 991K](#)

For more information members of HGACBuy can contact:

Betty Kamara

BDR Contract Administrator

(407) 803-5718

bkamara@beckdr.com

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WASTE RESOURCES

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[Solid Waste Management Committee](#)

[2004 Recycling and Conservation Guide](#)



Disaster Debris Clearance and Removal Services Program – Disaster Debris Hauler Corporate Overview –

AshBritt, Inc.

AshBritt, Inc. is a nationally recognized rapid-response disaster recovery and special environmental services contractor. Since 1992, we have managed and executed over eighty disaster projects and twenty-eight special environmental projects, successfully serving more than seventy-five clients. We have been directly involved in the debris recovery missions of thirty federally declared major storms in twelve states. These missions have included ice storms, tornadoes, floods, wildfires, tropical storms and major hurricanes.

All of our missions have been conducted in a safe, timely, and cost-effective manner. AshBritt's extensive past experience has created a wealth of knowledge and skill for our principals, managers, and field personnel. Our senior management and technical consultants have more than 150 years of combined disaster debris management experience, and are intimately acquainted with all facets of disaster recovery, including debris collection, management, reduction, recycling, mitigation and disposal. Our key technical experts are former officials in the U.S. Army Corps of Engineers, the Department of Housing and Urban Development, the Environmental Protection Agency, and Federal Emergency Management Agency.

Contacts:

Mr. Adrian Parker
Regional Manager
401 Lookout Lane
Dickinson, TX 77539
Office: (281) 534-9296
Cell: (954) 553-0443
aparker@ashbritt.com

Mr. Rob Ray
Vice President of Marketing
480 South Andres Avenue, Suite 103
Pompano Beach, FL 33069
Office: (954) 545-3535
Cell: (954) 868-9502
rrey@ashbritt.com

Ceres Environmental Services, Inc.

Ceres Environmental Services, Inc. provides full services for disaster recovery to governments and government agencies. We provide debris removal and reduction, assistance with FEMA reimbursement, demolition, hazardous tree trimming and removal, asbestos-containing material removal, waterway debris removal, and other specialty services.

Founded in 1977, Ceres provides our expertise for recovery from hurricanes, tornados, ice storms, wind storms, and floods. We have offices in Florida, Texas, Minnesota and Puerto Rico. Ceres maintains a full-time professional staff, and over 450 pieces of company-owned equipment to guarantee a fast response time while maintaining our high quality of service.

Contacts:

Ms. Gail Hanscom
Project Manager
3825 85th Avenue
City of Brooklyn Park, MN 55443
Office: 1-800-218-4424
Cell: (601) 297-5939
gail.hanscom@ceresenvironmental.com

Mr. David Preus
Project Manager
3825 85th Avenue
City of Brooklyn Park, MN 55443
Office: 1-800-218-4424
Cell: (786) 368-3399
david.preus@ceresenvironmental.com



Disaster Debris Clearance and Removal Services Program – Disaster Debris Hauler Corporate Overview –

CrowderGulf

CrowderGulf is a nationally recognized and respected Debris Management Company with an experienced Management Team that has successfully participated in the recovery of all major natural disasters in the Southeast since 1969, as well as completing successful ice storm recovery operations in the Midwest.

In addition to large scale debris removal, reduction and disposal operations, CrowderGulf offers services including, but not limited to, marine debris removal and canal cleaning, wetlands and shoreline restoration, marine construction and salvage, beach sand screening and restoration, hazardous waste handling, and demolition.

With our vast resources and experience, CrowderGulf has a proven plan of operation to provide reliable and efficient disaster recovery services from a single event to the simultaneous management of multiple projects.

<u>Contacts:</u>	Mr. Buddy Young Assistant Director 5435 Business Parkway Theodore, AL 36582 Office: 1-800-992-6207 Cell: (940) 597-4252 byoung@crowdergulf.com	Ms. Margaret Wright Program Manager 5435 Business Parkway Theodore, AL 36582 Office: 1-800-992-6207 Cell: (251) 604-6346 mwright@crowdergulf.com
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D&J Enterprises, Inc.

D & J Enterprises, Inc. is a licensed and bonded general contractor whose owners and employees have over 30 years experience in natural disaster clean up services. D & J Enterprises, Inc. has the know how and experience to provide a quick response with appropriate equipment and manpower for any natural disaster task.

<u>Contacts:</u>	Mr. Jason Sanders Contract Officer 3495 Lee Road 10 Auburn, AL 36832 Office: (334) 821-1249 Cell: (334) 559-0106 djstorm4@earthlink.net	Mr. Chip Starr Assistant Vice President 3495 Lee Road 10 Auburn, AL 36832 Office: (334) 821-1249 Cell: (334) 740-4251 djstorm4@earthlink.net
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Disaster Debris Clearance and Removal Services Program – Disaster Debris Hauler Corporate Overview –

DRC Emergency Services, Inc.

Primary mission of DRC Emergency Services, LLC is professional, honest, and immediate response to natural and man-made disasters throughout the world. The DRC Family of Companies has extensive experience and capacity in emergency response: Disaster Management and Relief Services, Debris Management, Vehicle and Vessel Removal and Processing, Technical Assistance and Project Management, Temporary Housing, Workforce Housing/Life Support, Construction, Construction Management, Demolition, Landfill Management, Marine Debris Recovery and Disposal, Civil, Heavy, and Vertical Construction and FEMA Reimbursement.

Contacts:

Mr. Tom Combs
Program Manager
2903A Jackson Street
Houston, TX 77004

Office: (202) 905-7068
Cell: (202) 905-7068
tom@tomcombs.net

Ms. April Callaway
Contracts Manager
740 Museum Drive
Mobile, AL 36608

Office: 1-888-721-4372
Cell: (251) 423-1158
acallaway@drcusa.com

Omni-Pinnacle, LLC

Since 1989, Omni Pinnacle, LLC (Omni) has responded to natural and man-made disasters across the United States, as well as in Puerto Rico and the Virgin Islands. Our Corporate Principles and Emergency Management Team (EMT) have more than 150 years of skill in Emergency Management and Debris Management. Omni provides a wide variety of disaster services to our clients with remarkable insight and confidence regardless of the recovery project; by doing so we have established a reputation for safety, quality and reliability. We pride ourselves on our strict adherence to safety and quality throughout the recovery process. Our work ethic and dedication have elevated Omni to the top of the disaster recovery industry.

Contacts:

Mr. Charles Goodwin
Program Manager
90 Glen Court
Pearl River, LA 70452

Office: 1-866-780-5182
Cell: (985) 201-0829
charles@omnipinnacle.com

Mr. Brian Reine
Manager
90 Glen Court
Pearl River, LA 70452

Office: 1-866-780-5182
Cell: (985) 960-3929
brian@omnipinnacle.com



Disaster Debris Clearance and Removal Services Program – Disaster Debris Hauler Corporate Overview –

Phillips & Jordan, Inc.

Phillips & Jordan, Inc. is a Knoxville, Tennessee, based general and specialty contractor with regional offices throughout the Southeast and California. Established in 1952, Phillips & Jordan has decades of construction expertise that include: site development, heavy civil and design build, land clearing, reclamation and mitigation, solid waste landfills, right-of-way maintenance, construction management, and disaster management. Phillips & Jordan has over 850 full-time employees, owns 1,700 pieces of heavy equipment, has an inventory of specialized subcontractors unmatched in the industry, and the financial capacity to see any project to completion.

Contacts:

Mr. Mike Harwood
Manager
191 P & J Road
Robbinsville, NC 28771
Office: (828) 479-3371
Cell: (828) 479-7842
mharwood@pandj.com

Mr. Cecil Patterson
Manager
6621 Wilbanks Road
Knoxville, TN 37912
Office: (251) 633-3540
Cell: (865) 414-4400
patterson@pandj.com

Storm Reconstruction Services, Inc.

Storm Reconstruction Services, Inc. was incorporated in 1993 as a full service debris management company, specializing in natural disaster such as hurricanes, tornadoes, wind storms, floods and ice storms. Our strengths are our experienced management team, our communication with the contracting agencies, our extensive inventory of self-owned equipment, our FEMA funding and assistance programs personnel, and our 24-7 service attitude. SRS can meet all bonding, licensing and insurance requirements for any scope of work.

Contacts:

Mr. Tim Berkheimer
Director of Marketing
1444 West I-65 Service Road
Mobile, AL 36693
Office: 1-866-556-0049
Cell: (251) 370-7374
carolpcrump@aol.com

Ms. Carol Patton
Executive Assistant
1444 West I-65 Service Road
Mobile, AL 36693
Office: 1-866-556-0049
Cell: (205) 242-1501
carolpcrump@aol.com



Disaster Debris Clearance and Removal Services Program – Disaster Debris Hauler Corporate Overview –

TFR Enterprises, Inc.

T.F.R. Enterprises, Inc. (TFR) is a TEXAS-based specialty contractor actively participating in disaster recovery contract nationwide since 1992. We have a history of safe, rapid and complete service in the industry with Federal, State and Local governments, providing expedient, cost-effective disaster debris management, removal, reduction, recycling and disposal services. TFR has provided debris removal and clean-up services to over 100 Federal, State and Local governments, as well as several private industries funded by the Federal Emergency Management Agency (FEMA).

Contacts:

Mr. Bob Droke
Chief Operating Officer
601 Leander Drive
Leander, TX 78641

Office: 1-866-669-6658
Cell: (256) 366-3677
carolpcrump@aol.com

Ms. Tiffany Wilkes
Contract Administrator
601 Leander Drive
Leander, TX 78641

Office: (512) 260-3322 x200
Cell: (512) 565-0710
tiffanyw@tfrinc.com

**Requesting Approval to declare as Surplus for Destruction
CC REGULAR**

Date: 05/26/2009
Submitted By: Gabriel Navarro, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval to declare as "surplus" (for the purpose of destruction, with the assistance of the Hidalgo County Precinct 4 Road & Bridge) twenty (20) total emergency/law enforcement light bars in as much as the light bars are unusable by any Hidalgo County Department.

BACKGROUND

Request for approval on the destruction of law enforcement and emergency light bars, Surplus for destruction due to the risk of illegal use of this equipment in our local community.

Fiscal Impact

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

Attachments

Link: [Equip. List](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/21/2009 01:50 PM	APRV
2	Budget & Management	Veronica Lopez	05/21/2009 01:52 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/22/2009 09:36 AM	APRV
4	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Gabriel Navarro			Started On: 05/20/2009 03:30 PM	
Final Approval Date: 05/22/2009				

HIDALGO COUNTY, TEXAS
 PURCHASING DEPARTMENT/
 FIXED ASSET DIVISION

HIDALGO COUNTY JUDGE'S OFFICE
 SURPLUS WAREHOUSE F.K.A. ROBERTS CHEV. BLDG.
 LIGHT BARS

Conducted By: Gabriel Navarro
 Assisted By: Ralph Alvarez
 Approved By: _____
 Date: 5/20/2009

#	Asset #	Description	Location	VIN/ Serial #
1	NO TAG	FEDERAL SIGNAL STREET HAWK	SURPLUS WAREHOUSE	
2	NO TAG	FEDERAL SIGNAL JET SONIC	SURPLUS WAREHOUSE	
3	NO TAG	MX-7000 CODE 3	SURPLUS WAREHOUSE	
4	36683	EXCALIBUR CODE 3	SURPLUS WAREHOUSE	
5	NO TAG	EXCALIBUR CODE 3	SURPLUS WAREHOUSE	
6	15576	FEDERAL SIGNAL JET SONIC	SURPLUS WAREHOUSE	
7	27495	FEDERAL SIGNAL JET SONIC	SURPLUS WAREHOUSE	
8	27496	FEDERAL SIGNAL JET SONIC	SURPLUS WAREHOUSE	
9	36871	TRIANGLE LIGHTBAR	SURPLUS WAREHOUSE	
10	NO TAG	MX-7000 CODE 3	SURPLUS WAREHOUSE	
11	NO TAG	WHELEN EDGE 9000	SURPLUS WAREHOUSE	257787
12	40091	TOMAR ELECTRONICS HELIOBE	SURPLUS WAREHOUSE	
13	40092	TOMAR ELECTRONICS HELIOBE	SURPLUS WAREHOUSE	
14	19512	FEDERAL SIGNAL JET SONIC	SURPLUS WAREHOUSE	
15	15575	FEDERAL SIGNAL JET SONIC	SURPLUS WAREHOUSE	
16	NO TAG	VISION FEDERAL SIGNAL CORP.	SURPLUS WAREHOUSE	9605
Set #17	158238	PUBLIC SAFETY EQUIPMENT	SURPLUS WAREHOUSE	LBC08007
	186797	ARROW STIK DIRECTIONAL SIGNAL	SURPLUS WAREHOUSE	LSC03073
Set #18	171969	PUBLIC SAFETY EQUIPMENT	SURPLUS WAREHOUSE	
	NO TAG	ARROW STIK DIRECTIONAL SIGNAL	SURPLUS WAREHOUSE	
Set #19	158156	PUBLIC SAFETY EQUIPMENT FORCE 4 LP6000	SURPLUS WAREHOUSE	
	182184	DIRECTIONAL SIGNAL	SURPLUS WAREHOUSE	
Set #20	182332	PUBLIC SAFETY EQUIPMENT FORCE 4 LP6000	SURPLUS WAREHOUSE	
	182104	DIRECTIONAL SIGNAL	SURPLUS WAREHOUSE	

AI-15551

25.B.1.

Lease Agreement for "Lease of Tower Space"

CC REGULAR

Date: 05/26/2009
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** County Judge's Office

Information

CAPTION

Presentation for discussion, consideration, and approval to execute the final lease agreement (approved as to form by legal counsel) for "Lease of Tower Space" (RFB No. 09-023-02-25) with McAllen Communications Company Inc., as awarded by CC on 04/14/09.

BACKGROUND

(1) year lease. (May 26, 2009 - May 25, 2010)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-429-00-300-023-0-441
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Lease amounts \$11,721.60 per year or \$976.80 per month.

Available balance of \$32,000.00 as of 05/21/09.

Attachments

Link: [09.023 agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/20/2009 01:18 PM	APRV
2	Budget & Management	Veronica Lopez	05/20/2009 02:20 PM	APRV
3	Roland Garcia	Rolando Garcia	05/21/2009 08:27 AM	APRV
4	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Yvette Islas Started On: 05/18/2009 09:49 AM

Final Approval Date: 05/22/2009

STATE OF TEXAS §
COUNTY OF HIDALGO §

RADIO TOWER SPACE
LEASE AGREEMENT
HIDALGO COUNTY BID #
C-09-023-05-26

THIS AGREEMENT this day made and entered into by and between MCALLEN COMMUNICATIONS COMPANY, Inc., a Texas corporation, acting by and through its duly authorized officers, hereinafter called "Lessor", and COUNTY OF HIDALGO, TEXAS, hereinafter called "Lessee";

WITNESSETH

WHEREAS, Lessor responded to a request for bids for the "Lease of Tower Space"; and

WHEREAS, Lessor 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 Lessor's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to the Lessor.

WHEREAS, Lessor is the owner of a 440 foot radio tower and concrete building at a location described as being Latitude 26° 32' 37" NORTH X Longitude 98° 22' 08" WEST, AMSL 302.3', AGL 459', Highest point AMSL 761.3', or hereafter called the Radio Tower; FCC Registration #1201637, and

WHEREAS, Lessee operates a private station, and is desirous of using space on Lessor's said radio tower for its transmitting antenna and space in said building below said tower for the use of its transmitting equipment;

NOW, THEREFORE, Lessor does not by these presents, LEASE LET, and DEMISE unto the Lessee the right to use said radio tower at a distance of Four Hundred Forty (440) feet from the ground for the installation and maintenance of their antenna and the right to use such space in the building at the foot of said tower as may be reasonably necessary for the operation of their equipment.

The term of this lease shall be for ONE (1) year, commencing with the execution of this lease, May 26, 2009 and terminating on May 25, 2010; subject, however to earlier termination as hereinafter provided.

Provided Lessee is not in default hereunder, Lessee is granted the option to renew this lease for an additional two (2) one (1) year terms, (the "renewal term"). Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term or, if applicable, the first renewal term. Failure to timely deliver such notice shall constitute a waiver of this option to renew.

The rent payable by Lessee to Lessor under this lease agreement for the period set out above be charged at the rate of **\$2.22 per foot per month, a monthly payment of \$976.80, or an annual payment of \$11,721.60.** Each monthly rental payment is due on the first day of each month during the term of the lease.

The parties agree her and covenant with each other as follows:

1. Lessee shall pay the rent to Lessor at P. O. Box 1139, Edinburg, Texas 78540-1139, as aforesaid, as the same shall fall due.
2. Subject to the terms and conditions hereof, Lessor will maintain the radio tower, the building, and the ingress and egress road in suitable condition for use by Lessee for the purpose authorized hereunder.
3. Lessee shall promptly execute and fulfill all requirements of law, Federal, State and Local, applying to its business, and radio transmittal. Lessee shall not assign this agreement or sublet the premises, or any part thereof, without the consent of the Lessor in writing. Lessee shall not make any alteration in the building or tower without written consent.
4. If the leased premises shall be damaged by, or as a result of fire, windstorm, or other casualty, the Lessor shall make repairs to such leased premises (exclusive of antenna and property of Lessee) with reasonable dispatch. Lessor shall not be responsible for any delays arising in connection with the adjustment of insurance loss or labor troubles and no abatement of rent shall be made in this case. There shall be no abatement of rent, unless the damage is so extensive that the tower and transmitter building leased hereunder cannot be used for radio transmission by Lessee while being repaired, in which event, rent shall abate until such time as said tower and transmitter building shall have been put in repair. In the event the leased property, either the tower or the transmitter building, is destroyed or so damaged that in the opinion of the Lessor, it cannot be repaired within ninety (90) days after the loss, or if Lessor shall decide not to rebuild, or if the damage shall be caused under conditions not insured against by the Lessor and the Lessor shall decide not to repair the damage, then the Lessor, at its option, may terminate this lease and the rent shall be paid to the date of such damage and thereupon, the lease shall terminate.

5. If the Lessee shall fail to pay the rent of any installment thereof when due, the Lessor may, by thirty (30) days written notice to Lessee, cancel and terminate this lease.
6. Lessor shall furnish electric power required to operate the Lessee's radio base station equipment. Lessee shall install two transmitters/receivers that provide interoperable communications between users of 800 Mhz and VHF two way radio equipment with the appropriate antennas and peripherals, specifically: One (1) Generator, One (1) 500 Gallon Fuel Tank, Two (2) Cross band Stations, One (1) Antenna (One Antenna to Transmit and one to receive as stated in Addendum #4) and Cabin, Two (2) 83" Cabinets at said tower site. Upon execution of this lease agreement, Lessor shall fence tower area where Lessee's may install a combination lock and furnish combination to Lessee. Lessor shall be not be responsible for any power failure including operations of generator equipment and fuel tank. By the same token, the Lessor shall not be responsible for the Lessee's radio equipment maintenance, unless a separate maintenance equipment contract is drawn to cover specified maintenance.
7. It is a condition precedent to any cause of action in the Lessee, its personal representative or assigns, arising out of default of or breach by the Lessor any covenant of this lease or failure to comply with any law, ordinance or governmental regulation, that the Lessee shall serve written notice on the Lessor of the condition, defect, act, omission, or breach complained of. All notices required hereunder or that may be given hereunder shall be effective for all purposes if addressed by Lessee to Lessor at its principal place of business at P. O. Box 1139, Edinburg, Texas, and by Lessor to Lessee at its principal place of business.
8. If the Lessor is unable to give Lessee possession of the property and premises leased hereby on the date fixed for the commencement of this term, Lessee may terminate the Lease on written notice.
9. No representative, agreement, or promise has been made by the Lessor, or any agent of Lessor, except as stated herein or in a written communication to the Lessee signed by the Lessor, and this lease may not be changed, varied, or extended except by instrument in writing signed by both parties hereto. It supersedes any and all prior agreements and understandings between the parties hereto with respect to the leased property and premises and the terms of this agreement.
10. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property caused by or arising from any act or omission of Lessee, or of any of its agents, employees, licenses, or invitees, or occasioned by the failure of Lessee to maintain any of Lessee's equipment located on the premises. Lessor owns no vehicles and has no auto liability insurance. Lessor has no uninsured/underinsured motorist coverage. Lessor has no employees and has no worker's compensation insurance. In

the event Lessor is awarded bid for tower services, Lessor shall provide proof of general liability coverage as stated in the bid packet.

11. Lessor leases the surface property from a third party. The property is operated for ranching, and leased for hunting, and oil and gas. There is livestock and wildlife on the property, including snakes, spiders, scorpions, etc. Lessee or its agents, contractors, or subcontractors should be notified of the activities and the wildlife.
12. The tower building is equipped with an Argus Security System which monitors tower lights, temperature, and unauthorized entry. A code is required to gain entry to the site. Lessor recommends that Lessee or its agents, contractors, or subcontractors telephone Lessor prior to working at the site to avoid any unwarranted calls to law enforcement officials.
13. In any 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 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.
15. 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.
16. 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 conflicts exists.
17. No waiver by Lessor or Lessee 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.

18. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This agreement may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.
19. At any time after the initial twelve (12) months of the term of this lease, this agreement may be terminated by Lessee without cause upon thirty (30) days written notice and payment of a Termination Fee equal to one-half (1/2) of the rent payable under the balance of the current term of this lease.

IN TESTIMONY WHEREOF, witness our hands this, the _____ day of _____
_____, _____.

APPROVED BY COMMISSIONER'S COURT ON _____, 2009.

COUNTY OF HIDALGO

By: _____

Juan D. Salinas, III County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

ATTEST:

Arturo Guajardo, County Clerk

LESSOR:

MCALLEN COMMUNICATIONS CO., INC

James A. McAllen, President
P. O. Box 1139
Edinburg, TX 78540-1139
956-383-1960

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST**

**HIDALGO COUNTY "LEASE OF TOWER SPACE"
Bid No: 09-023-02-25-YSI**

1. Request For Bid Letter.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 3 pages.
4. Exhibit "1" consisting of 1 page.
5. Exhibit "B" Bid Page consisting of 1 page.
6. Exhibit "C" Insurance Requirements consisting of 4 pages.
7. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
8. Vendor/Bidder Application and W-9 form consisting of 6 pages.
9. Draft Requirements Agreement consisting of 8 pages.
10. Certification Regarding Debarment 1 page.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

February 09, 2009
Date



PURCHASING DEPARTMENT
County Of Hidalgo

February 09, 2009

Re: **HIDALGO COUNTY**
Request for Bids -"LEASE OF TOWER SPACE"
Bid No: **09-023-02-25-YSI**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

Bid No: 09-023-02-25-YSI	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626
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REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT “LEASE OF TOWER SPACE”

**BID OPENING DATE:
February 25, 2009**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 09-023-02-25-YSI

1. Sealed bids will be received for **"HIDALGO COUNTY-LEASE OF TOWER SPACE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-09-023-02-25-YSI-HIDALGO COUNTY-LEASE OF TOWER SPACE"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 25, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS - 09-023-02-25-YSI - RFB-HIDALGO COUNTY-LEASE OF TOWER SPACE"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626
16. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:
 - a) Name and address of successful bidder

- b) Name and address of receiving department or official
- c) Purchase Order Number (if any)
- d) Notation - **"HIDALGO COUNTY-LEASE OF TOWER SPACE"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

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

Hidalgo County Division of Emergency Services
Attn: Belinda Alvarez
P.O. Box 1356
Edinburg, TX 78539
956-318-2615

17. Schedule of Events

Bid Opening, 9:30 AM	<u>February 25, 2009</u>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

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

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
“LEASE OF TOWER SPACE”
BID NO.: 09-023-02-25-YSI

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

Exhibit "A"

**HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
(DEPARTMENT OF EMERGENCY MANAGEMENT)
"LEASE OF TOWER SPACE"
RFB NO. 09-023-02-25-YSI
SPECIFICATIONS**

Hidalgo County is seeking to lease tower space for the Hidalgo County Division of Emergency Services (department of emergency management). Specifications are as follows, but not limited to the following:

Specifications & Requirements, Terms & Conditions

- 1). All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.
- 2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.
- 3). Tower shelter must have electricity and air condition system.
- 4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.
- 5). The equipment to be installed at the site includes a generator and an LP gas tank to power the generator for forty-eight (48) hours.
- 6). Height of tower should be four hundred eighty (480) ft. or taller.
- 7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C.
- 8). Tower must be geographically located in the Northwest Portion of Hidalgo County, preferably North of McCook, within Hidalgo County near intersection of FM 681 and FM 490. See attached search area, Exhibit 1.
- 9). Antenna equipment must be installed at the highest point available on the tower.
- 10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.
- 11). Tower rent **must** include cost of electricity.
- 12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.
- 13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems

all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and all other components of the property.

- 14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.
- 15). Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Lessee's equipment. Lessor shall have the right to approve/disapprove the technical staff that will install an/or maintain the equipment.
- 16). Lessor agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Lessee's use of the property.
- 17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, Asubstance@) on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.
- 18). **Site must have the capability for one circuit to be connected to a dispatch point.**
- 19). **Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property. Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessee.**
- 20). **HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.**

Installed Equipment

Division of Emergency Services will provide and cause to be installed the following equipment at the approved site:

Two transmitters/receivers that will provide interoperable communications between users of 800 Mhz and VHF two way radio equipment with the appropriate antennas and peripherals, specifically:

- One (1) Generator
- One (1) 500 Gallon Fuel Tank

Two (2) Cross band Stations
One (1) Antenna and Cabin
Two (2) 83" Cabinets

Note: Any and all new equipment added by the Division of Emergency Services (Department of Emergency Management) will be honored at lease price.

Term:

The term of the lease contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract 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) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

Premises:

Shelter must be a minimum of eight (8) square feet inside. Premises must also include a secured fenced in area outside of shelter to store a generator (generator base measuring 47" x 24") and one (1) standard 500 gallon propane tank.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL yvette.islas@co.hidalgo.tx.us NO LATER THAN, Wednesday, February 18, 2009 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, February 20, 2009 by 5:00 p.m.

EXHIBIT "1"

HIDALGO COUNTY "LEASE OF TOWER SPACE"

RFB No. 2009-023-02-25-YSI



EXHIBIT "B"

HIDALGO COUNTY "LEASE OF TOWER SPACE"

RFB No. 2009-023-02-25-YSI

BID PAGE

<u>BID PER:</u>	<u>BID AMOUNT:</u>
MONTH	\$

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE & FAX NO'S:

CELLULAR NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE

EXHIBIT “C”
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than
Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM-DD-YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

- INSURER A
- INSURER B
- INSURER C
- INSURER D
- INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIODS 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.

INSURER LETTER	DESCRIPTION OF COVERAGE	AGGREGATE LIMIT	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	COVERAGE
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY <input type="checkbox"/> OTHER				<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> MEDICAL EXPENSES <input type="checkbox"/> ADVERTISING <input type="checkbox"/> PRODUCTS <input type="checkbox"/> POLLUTION <input type="checkbox"/> CONTRACTORS <input type="checkbox"/> AUTOMOBILES <input type="checkbox"/> GARAGES <input type="checkbox"/> EXCESS <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY
B	AUTOMOBILE LIABILITY <input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> MEDICAL EXPENSES <input type="checkbox"/> ADVERTISING <input type="checkbox"/> PRODUCTS <input type="checkbox"/> POLLUTION <input type="checkbox"/> CONTRACTORS <input type="checkbox"/> AUTOMOBILES <input type="checkbox"/> GARAGES <input type="checkbox"/> EXCESS <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> MEDICAL EXPENSES <input type="checkbox"/> ADVERTISING <input type="checkbox"/> PRODUCTS <input type="checkbox"/> POLLUTION <input type="checkbox"/> CONTRACTORS <input type="checkbox"/> AUTOMOBILES <input type="checkbox"/> GARAGES <input type="checkbox"/> EXCESS <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY
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DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER
Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED INSURER LETTER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED PRIOR TO THE EXPIRATION DATE THEREOF, THE ASSOCIATED INSURER WILL MAIL AVERA 30 DAYS WHO THEN MUST BE NOTIFIED BY MAIL AT THE POLICY NUMBER. FAILURE TO NOTIFY SHALL IMPROVE NO BE A BASIS FOR LIABILITY OF ANY KIND TO THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- • will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- • will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

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

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

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bonds: _____.

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

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

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

- An individual who is a citizen or resident of the United States,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
 - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.



PURCHASING DEPARTMENT
County Of Hidalgo

February 13, 2009

RE: **ADDENDUM NO.1**
FOR RFB No.: 2009-023-02-25-YSI
"LEASE OF TOWER SPACE"- HIDALGO
COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with "**HIDALGO COUNTY**"- request for bids for "**LEASE OF TOWER SPACE**".

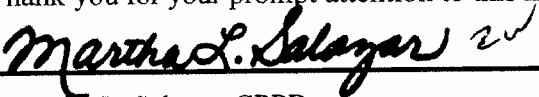
Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFQ packet for "**LEASE OF TOWER SPACE**"-**HIDALGO COUNTY**.

Thank you for your prompt attention to this matter.



Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY:

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

COMPANY NAME

MLS/ysi
Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 1

February 13, 2009

"LEASE OF TOWER SPACE"

RFB NO.: 09-023-02-25-YSI

ACCEPTANCE DATE: WEDNESDAY, FEBRUARY 25, 2009 at 9:30 a.m.

PLEASE NOTE THE FOLLOWING CHANGES:

1. UNDER REQUEST FOR BIDS (RFB) Exhibit "A": Specifications & Requirements, Terms & Conditions, Installed Equipment. Please disregard the following Note:

Note: Any and all new equipment added by the Division of Emergency Services (Department of Emergency Management) will be honored at lease price.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, February 13, 2009, for RFB –"LEASE OF TOWER SPACE"-HIDALGO COUNTY.

Printed Bidder Name

Date

Company Name

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR
BID PACKET, IN ORDER TO COMPLETE THE BID.**



PURCHASING DEPARTMENT
County Of Hidalgo

February 20, 2009

RE: **ADDENDUM NO.2**
FOR RFB No.: 2009-023-02-25-YSI
"LEASE OF TOWER OF SPACE"-
HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"**-request for bids for **"LEASE OF TOWER SPACE"**.

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

Acknowledge receipt of ADDENDUM NO. 2 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us .

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

Please be advised that this **ADDENDUM NO. 2** will complete your RFQ packet for **"LEASE OF TOWER SPACE"-HIDALGO COUNTY**.

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

COMPANY NAME

MLS/ysi
Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 2
FEBRUARY 20, 2009

"LEASE OF TOWER SPACE"

RFB NO.: 09-023-02-25-YSI

PLEASE NOTE THE FOLLOWING CHANGES:

- 1. Bid opening date has changed from Wednesday, February 25, 2009 at 9:30 am to Wednesday, March 04, 2009 at 9:30 am.**
- 2. All written inquiries will be accepted via facsimile at 956-318-2626 or e-mail at yvette.islas@co.hidalgo.tx.us no later than Wednesday, February 18, 2009 at 5:00 pm. **Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than Wednesday, February 25, 2009, 5:00 pm.****

I, _____, acknowledge receipt of ADDENDUM NO. 2 dated, February 20, 2009, for RFB --"LEASE OF TOWER SPACE"-HIDALGO COUNTY.

Printed Bidder Name

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.



PURCHASING DEPARTMENT
County Of Hidalgo

February 25, 2009

RE: **ADDENDUM NO.3**
FOR RFB No.: 2009-023-02-25-YSI
"LEASE OF TOWER OF SPACE"-
HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 3, PAGES 1 & 2 of 2** in connection with "**HIDALGO COUNTY**"-request for bids for "**LEASE OF TOWER SPACE**".

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

Acknowledge receipt of ADDENDUM NO. 3 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 3** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 3** will complete your RFQ packet for "**LEASE OF TOWER SPACE**"-HIDALGO COUNTY.

Thank you for your prompt attention to this matter.



Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 3
ACKNOWLEDGMENT OF RECEIPT

COMPANY NAME

MLS/ysi
Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 3

FEBRUARY 25, 2009

“LEASE OF TOWER SPACE”

RFB NO.: 09-023-02-25-YSI

PLEASE NOTE THE FOLLOWING CHANGES:

A.) Exhibit “A”, Specifications & Requirements, Terms & Conditions #19, please note the following ***correction.***

19). Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessee, The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property. Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee’s interests, with any reasonable cost therefore to be payable by Lessee.

B.) Exhibit “A”, Specifications & Requirements, Terms & Conditions, please add the following as #21.

21). The awarded bidder shall adhere to the following insurance requirements:

- Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes.
- Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit “C” attached. Plus also insure building for fire, accident and natural disaster;
- The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

(Add3) 1 of 2



PURCHASING DEPARTMENT
County Of Hidalgo

C.) All written inquiries will be accepted via facsimile at 956-318-2626 or e-mail at yvette.islas@co.hidalgo.tx.us no later than Wednesday, February 18, 2009 at 5:00 pm. **Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than Monday, March 02, 2009, 5:00 pm.**

I, _____, acknowledge receipt of ADDENDUM NO. 3 dated, February 25, 2009, for RFB –“LEASE OF TOWER SPACE”-HIDALGO COUNTY.

Printed Bidder Name

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.



PURCHASING DEPARTMENT
County Of Hidalgo

February 27, 2009

RE: **ADDENDUM NO.4**
FOR RFB No.: 2009-023-02-25-YSI
"LEASE OF TOWER OF SPACE"-
HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 4, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"**-request for bids for **"LEASE OF TOWER SPACE"**.

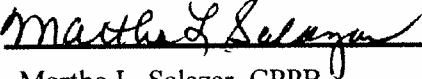
Please add this **ADDENDUM NO. 4** to you bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 4 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 4** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 4** will complete your RFQ packet for **"LEASE OF TOWER SPACE"-HIDALGO COUNTY**.

Thank you for your prompt attention to this matter.



Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO. 4
ACKNOWLEDGMENT OF RECEIPT

COMPANY NAME

MLS/ysi
Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 4

FEBRUARY 27, 2009

“LEASE OF TOWER SPACE”

RFB NO.: 09-023-02-25-YSI

PLEASE NOTE THE FOLLOWING CHANGES:

1. Bid opening date has changed from Wednesday, March 4, 2009 at 9:30 am to **Wednesday, March 11, 2009 at 9:30 am.**
2. All written inquiries will be accepted via facsimile at 956-318-2626 or e-mail at yvette.islas@co.hidalgo.tx.us no later than Wednesday, February 18, 2009 at 5:00 pm. **Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than Friday, March, 6 2009, 5:00 pm.**

I, _____, acknowledge receipt of ADDENDUM NO. 4 dated, February 27, 2009, for RFB –“LEASE OF TOWER SPACE”-HIDALGO COUNTY.

Printed Bidder Name

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

EXHIBIT "B"

EXHIBIT "B"

HIDALGO COUNTY "LEASE OF TOWER SPACE"

RFB No. 2009-023-02-25-YSI

BID PAGE

<u>BID PER:</u>	<u>BID AMOUNT:</u>
MONTH	\$ 976.80

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: McAllen Communications Co., Inc.

ADDRESS: P. O. Box 1139

CITY/STATE/ZIP CODE: Edinburg, TX 78540-1139

PHONE & FAX NO'S: (956) 383-1960, (956) 380-0112 fax

CELLULAR NO: (956) 605-4895

E-MAIL ADDRESS: vicki@mcafranch.com

AUTHORIZED SIGNATURE: _____

PRINTED NAME: James A. McAllen

TITLE President

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF PROPERTY INSURANCE		DATE 03-30-09
PRODUCER R. B. Carter Agency Box 128 Elsa, Tx 78543	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.	
COMPANIES AFFORDING COVERAGE		
INSURED McAllen Communications Co., Inc. Box 1139 Edinburg, Tx 78539	COMPANY A First National Ins. Co. COMPANY B COMPANY C COMPANY D	

COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD	04CC215875-1 04CC215875-2	04-16-08 04-16-09	04-16-09 04-16-10	<input checked="" type="checkbox"/> BUILDING <input checked="" type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	\$ 36,100. \$ 20,000. \$ \$ \$ \$ \$ \$ \$ \$ \$
	<input type="checkbox"/> INLAND MARINE TYPE OF POLICY CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER <input type="checkbox"/> CRIME TYPE OF POLICY					\$ \$ \$ \$ \$ \$ \$ \$
	<input type="checkbox"/> BOILER & MACHINERY					\$ \$
	<input type="checkbox"/> OTHER					\$
LOCATION OF PREMISES/DESCRIPTION OF PROPERTY						
SPECIAL CONDITIONS/OTHER COVERAGES						

CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Dept 2812 S. Highway Bus 281 Edinburg, Texas 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>G. I. Carter</i> G. I. Carter
--	---

ACORD 24 (1/85)

© ACORD CORPORATION 1995



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03-30-09

PRODUCER R. B. Carter Agency Box 128 Elsa, Texas 78543 956-262-1368	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 McAllen Communications Co, Inc P. O. Box 1139 Edinburg, Tx 78540	INSURERS AFFORDING COVERAGE INSURER A: First National Ins. Co 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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	04CC215875-1	04-16-08	04-16-09	EACH OCCURRENCE \$ 500,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 500,000. PRODUCTS - COMP/OP AGG \$ 500,000.
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC.	04-CC215875-2	04-16-09	04-16-10	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMIT \$ OTH- ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is Additional Insured.

CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Department 2812 S. Highway Bus. 281 Edinburg, Tx 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 G. L. Carter <i>[Signature]</i>
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AI-15621

25.C.1.

**Supplemental Agreement #2 to WA #12-South Fork Drainage Lateral Project
w/R.Gutierrez Eng, Corp.**

CC REGULAR

Date: 05/26/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval of Supplemental Agreement No. 2 with R. Gutierrez Engineering Corporation (Contract NO. C-07-358-09-04) in the amount of \$63,970.00 (adding 4 right-of-way parcels and 2 title reports to original requests on WA#12 & SA #1) thus increasing Work Authorization No. 12 to a revised total of \$454,271.00 in connection with the existing easements or rights-of-way between "I" Road and the South Main Lateral and adding the design and construction of a gated structure to the International Boundary and Water Commission (I.B.W.C.) Levee further detailed in the document attached hereto.

BACKGROUND

PO #613776 for Work Authorization #12 approved on CCM 9/09/2008 AI-10998

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-040-0-711&733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 613776 initially for \$342,501.00 and needed to be increased due to Supp. W.A. #1 (approved CC 5/12/09) in the amount of \$47,800.00. Supp. W.A. #2 will cause in increase in the amount of \$63,970.00. PO will need to be increased a total of \$111,770.00 to bring the PO amount up to the \$454,271.00 total. Available balance in 711 & 733 in the amounts of \$105,300.00 & 151,449.00 (respectively) as of 05/21/2009.

Attachments

Link: [Supplemental Agreement 2](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	05/21/2009 01:58 PM	APRV
2		Budget & Management	Veronica Lopez	05/21/2009 02:16 PM	APRV
3		Dale Kennan	Dale Kennan	05/21/2009 03:02 PM	APRV
4		Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 05/20/2009 02:00
PM

Final Approval Date: 05/22/2009


Floodwater Channel and the I.B.W.C. floodway is located approximately 0.25 miles east of Border Road.

In addition, the amount of parcels and title reports being required by this project is increased. There is an estimated 4 Parcels and 2 Title Reports to be added to the project.

2. **Exhibit D – Fee Estimate**, the estimated cost for services under this Work Authorization is amended and is included as **Exhibit D – Fee Estimate** included in this Supplemental Agreement. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.
3. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement No. 2 to Work Authorization No. 12, for Professional Engineering Services to be executed as of the ____ day of _____ 2009.

R. GUTIERREZ ENGINEERING CORPORATION

BY: 

Ramiro Gutierrez, P.E. President

HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization No. 12

EXHIBIT D
Fee Estimate

TASK	PART I - CONTRACT AMOUNT
Basis for Engineering Fee based on Article 5A of Contract	
Project Estimated Construction Cost	\$3,393,252
Engineering Services Fee (8% of Construction Cost)	\$271,460
Topographic Survey Services Fee (2.5% of Construction Cost)	\$84,831
Basic Fee (Prelim Eng, Design & Construction Services Fee)	\$356,291
PART I - DATA COLLECTION & PRELIMINARY ENGINEERING AND DESIGN (50% of Basic Fee)	\$178,146
DATA COLLECTION (40% of Prelim Eng Fee)	\$71,258
SCHEMATIC DESIGN (60% of Prelim Eng Fee)	\$106,887
SUB-TOTAL (Prelim Eng Fee)	\$178,146
PART II - RIGHT-OF-WAY MAP (Add'l Services)	\$97,000
OBTAIN TITLE REPORTS (Est 26 Parcels) (@ \$600.00/Parcel) ***	\$15,600
DEVELOP PARCELS & R.O.W. MAP (Est 37 Parcels) (@ \$2,200.00/Parcel) ***	\$81,400
SUB-TOTAL (R.O.W. Map Fee)	\$97,000
PART III - FINAL DESIGN (25% of Basic Fee)	\$89,073
30% Plans Submittal (30% of PS&E Fee)	\$26,722
60% Plans Submittal (30% of PS&E Fee)	\$26,722
90% Plans Submittal (30% of PS&E Fee)	\$26,722
100% Plans Submittal (10% of PS&E Fee)	\$8,907
SUB-TOTAL (PS&E Fee)	\$89,073
PART IV - CONSTRUCTION SERVICES (25% of Basic Fee)	\$89,073
Construction Services	\$89,073
SUB-TOTAL (Construction Services Fee)	\$89,073
PART V - SPECIAL SERVICES (Add'l Services)	\$980
Printing (Est. 20 Sets @ 100 Sheets/Set @ 0.20/Sheet)	\$400
Mileage (Est. 50 Trips @ 20 Miles/Trip @ 0.58/Mile)	\$580
SUB-TOTAL (Special Services Fee)	\$980
TOTAL	\$454,271

*** Note: Title Reports and Parcels will be billed for the actual amount of Title Reports ordered and Parcels prepared at the rates shown.

AI-15622

25.D.1.

**Requesting approval to execute agreement with L&G Engineering Lab.
CC REGULAR**

Date: 05/26/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for discussion, consideration, and approval to execute a construction material testing services contract/agreement for the provision of general engineering services for, "Hidalgo County Precinct No. 3 Projects (ON A AS NEEDED BASIS)," with L & G Engineering Laboratory LLC, as authorized & approved for negotiations by CC on 03/31/09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available balance as of 5/21/09 \$210,039.56.

Attachments

Link: [Draft Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/20/2009 05:02 PM	APRV
2	Budget & Management	Veronica Lopez	05/21/2009 07:55 AM	APRV
3	Perla Lopez	Perla Lopez	05/21/2009 08:52 AM	APRV
4	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Rocio Villarreal

Started On: 05/20/2009 02:39 PM

Final Approval Date: 05/22/2009

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-09-177-05-26

THIS AGREEMENT is made effective the 26th day of May, 2009 by and between HIDALGO COUNTY, TEXAS, (“County”) Precinct No. 3 and L&G Engineering Laboratory LLC of Mercedes, Texas, a Texas Corporation (“Laboratory”).

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the “Services”) for “Hidalgo County Precinct No. 3 Projects;” **(ON A AS NEED BASIS)**

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the “Texas Professional Services Procurement Act”), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 3, in accordance to Exhibit “A-1” Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Agreement 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 Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. **Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) 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 for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory 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 their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable,

the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. 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.

- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as

agreed in writing by both the County and Laboratory to that effect. 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 County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

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

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

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding

the Laboratory's preliminary report will be addressed by the Laboratory 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 Laboratory'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 Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time

periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. **Independent Contractor.** Laboratory 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 Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory 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. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. **Subcontracting and Assignment.** The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. **Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. **Insurance.** Laboratory 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 County a certificate issued by the insurer that such insurance is in full force and effect.

15. **Payment of Franchise Tax.** The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning

corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. Conflict. 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 Agreement, 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 the legal requirements and only during the time such conflict exists.

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. **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.

20. **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 Laboratory, and not otherwise.

21. **Venue.** 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.

22. **Hold Harmless.** In the event Laboratory 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, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the

Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. 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 a 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 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory: L & G Engineering Laboratory LLC
2100 W Expressway 83
Mercedes, TX 78570

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

25. **Executions 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 Agreement.

26. **Binding Agreement.** 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.

27. **Gender.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

29. **Professional Seal.** All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

LABORATORY:
L & G Engineering Laboratory LLC

By: _____

Printed Name _____

Title: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on May 26, 2009.

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

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the County
- EXHIBIT B** -Scope of Services to be provided by the Laboratory
- EXHIBIT C** -Laboratory's Rates
- EXHIBIT D** -Work Authorization Form
- EXHIBIT E** -Supplemental Agreement Form
- EXHIBIT F** -Certificates of Insurance

EXHIBIT “A”

**SERVICES TO BE PROVIDED
BY COUNTY**

DRAFT

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 Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.

7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

DRAFT

EXHIBIT “B”

SERVICES TO BE PROVIDED BY LABORATORY

DRAFT

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.3 Projects, "ON A AS NEEDED BASIS" and projects is as follows:

A. Preliminary Phase:

- 1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- 2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
- 3) Provide environmental studies as may be necessary to complete a project.
- 4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- 7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- 1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.

- 2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
 - 3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
 - 4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
 - 5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
 - 6) Provide assistance to the OWNER in providing pavement condition studies.
 - 7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.
-

C. Construction/Maintenance Phase:

- 1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- 2) Consult and advise with the OWNER during construction.
- 3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
- 4) Review all material designs as requested by the OWNER and/or project design Laboratory.
- 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- 6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

- 1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
- 3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT “C”

LABORATORY RATES

EXHIBIT "C"
L&G ENGINEERING LABORATORY, L.L.C.
LABORATORY RATES FOR FY 2009-2010

Soils Testing

		FY 2009	FY 2010
Moisture Content Determination	ASTM D2216 - Tex-103-E	\$9.55/Ea.	\$9.85/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	\$47.90/Ea.	\$49.35/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	\$47.90/Ea.	\$49.35/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	\$71.80/Ea.	\$73.95/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	\$59.90/Ea.	\$61.70/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	\$59.90/Ea.	\$61.70/Ea.
Lime Series Testing	Tex-112-E	\$483.95/Ea.	\$498.45/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	\$191.60/Ea.	\$197.35/Ea.
Standard Proctor	ASTM D 698	\$185.50/Ea.	\$191.05/Ea.
Modified Proctor	ASTM D 1557	\$191.55/Ea.	\$197.30/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-F	\$21.55/Ea.	\$22.20/Ea.
Determination of Soil pH	Tex-128-E	\$77.85/Ea.	\$80.20/Ea.
Soil-Lime Testing	Tex-121-E	\$143.70/Ea.	\$148.00/Ea.
Resistivity of Soils	Tex-129-F	\$87.10/Ea.	\$89.70/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	\$53.85/Ea.	\$55.45/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	\$65.80/Ea.	\$67.75/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	\$12.00/Ea.	\$12.35/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	\$209.55/Ea.	\$215.85/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	\$41.90/Ea.	\$43.15/Ea.
Specific Gravity Absorp. (Conc. Aggr.)	ASTM C127 - Tex-403-A	\$65.80/Ea.	\$67.75/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	\$508.80/Ea.	\$524.05/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	\$59.90/Ea.	\$61.70/Ea.
Percent Voids Solids in Conc. Aggr.	Tex-405-A	*\$*\$11.95/Ea.	\$12.30/Ea.
*(In Conjunction w/ SSD Unit Wt of Aggregates)			
Sand Equivalent	ASTM D 2419 - Tex-203-F	\$65.80/Ea.	\$67.75/Ea.
Specific Gravity Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	\$71.80/Ea.	\$73.95/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	\$41.90/Ea.	\$43.15/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	\$14.40/Ea.	\$14.80/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	\$77.85/Ea.	\$80.20/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	Sno charge	Sno charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	\$21.50/Ea.	\$22.15/Ea.
Air Content (Volumetric)	ASTM C 173	\$23.92/Ea.	\$24.65/Ea.
Casting of Concrete Cylinders	ASTM C 31	Sno charge	Sno charge
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	\$14.40/Ea.	\$14.85/Ea.
Cylindrical Specimen Prep. Hold Cure	ASTM C 192	\$10.80/Ea.	\$11.15/Ea.
Casting of Grout Prisms	ASTM C 1019	Sno charge	Sno charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	\$29.95/Ea.	\$30.85/Ea.
Casting of Mortar Cubes	ASTM C 780	Sno charge	Sno charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	\$29.95/Ea.	\$30.15/Ea.
Masonry Unit Prep./Compressive Str. (Set of 3)	ASTM C 140	\$209.50/Ea.	\$215.75/Ea.
Masonry Unit SPG.Abs./Unit Wt. (Set of 3)	ASTM C 140	\$209.50/Ea.	\$215.75/Ea.
*(In Conjunction w/ Field Inspection)			

Pavement Thickness / Asphalt Quality

		FY 2009	FY 2010
Coring – ACP Thickness	ASTM D 3549	\$59.90/Ea.	\$61.70/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	\$79.70/Ea.	\$82.10/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	\$65.80/Pr.	\$67.80/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	\$209.50/Ea.	\$215.80/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F Part IV	\$35.95/Ea.	\$37.00/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	\$77.85/Ea.	\$80.20/Ea.

Pavement Investigation

Core Existing Asphalt for Thickness. Perform Caliche Base Thickness. Sieve Analysis and Plasticity Index. Stabilized Subgrade Thickness and Plasticity Index

	FY 2009	FY 2010
	\$448.90/Ea.	\$462.35/Ea.

Geotechnical Field Services

	FY 2009	FY 2010
Mobilization	\$400.00/Day	\$412.00/Day
Stand-By Time	\$175.00/Hr.	\$180.25/Day
Texas Cone Penetration Test (Tex-132)	\$5.00/Fa.	\$5.15/Fa.
Soil Boring / Solid Stem	\$28.00/Lf	\$28.85/Lf
Soil Boring / Hollow Stem	\$28.00/Lf	\$28.85/Lf
Soil Boring / Mud Rotary	\$28.00/Lf	\$28.85/Lf
Support Truck	\$1.50/Mi.	\$1.55/Mi.
Peizometer / Monitoring Well	By Quote	By Quote

Soil Classification Testing

	FY 2009	FY 2010
Moisture Content Determination	\$9.55/Ea.	\$9.85/Ea.
Determination of Liquid Limit of Soils	\$47.90/Ea.	\$49.35/Ea.
Determination of Plastic Limit of Soils	\$47.90/Ea.	\$49.35/Ea.
Atterberg Limits of Soils	\$71.80/Ea.	\$73.95/Ea.
Bar Linear Shrinkage of Soils	\$59.90/Ea.	\$61.70/Ea.
Sieve Analysis		
Through #200 Sieve	\$70.00/Ea.	\$72.10/Ea.
Finer #200 Sieve	\$50.00/Ea.	\$51.50/Ea.
Unit Dry Weight	\$26.00/Ea.	\$26.78/Ea.
Specific Gravity	\$70.00/Ea.	\$72.10/Ea.

Strength / Volume Change Laboratory Testing

	FY 2009	FY 2010
Unconfined Compression-Soil Shelby Tube Specimen	\$45.00/Ea.	\$46.35/Ea.
Unconfined Compression-RockCore Specimen	\$48.00/Ea.	\$49.45/Ea.
Swell Test-Pressure Method	\$250.00/Ea.	\$257.50/Ea.
Swell Test-Free Swell	\$140.00/Ea.	\$144.20/Ea.
Consolidation Test	\$470.00/Ea.	\$484.10/Ea.
Hydraulic Conductivity	\$350.00/Ea.	\$360.50/Ea.

L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.

<u>Personnel:</u>	Engineer (Principal).....	\$143.70/Hr.	\$148.00/Hr.
	Engineering Specialist.....	\$107.70/Hr.	\$110.95/Hr.
	Technician (Soils).....	\$43.10/Hr.	\$44.40/Hr.
	Technician (Concrete).....	\$55.05/Hr.	\$56.70/Hr.
	Technician (Asphalt).....	\$55.05/Hr.	\$56.70/Hr.

<u>Engineering Review, Evaluation, Management & Administration</u>	FY 2009	FY 2010
Test Report.....	\$21.25/Ea.	\$21.90/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

<u>Expenses:</u>	Mileage.....	.47/Mi	.48/Mi.
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All other project specific, third-party costs will be charged at cost plus 10 percent. Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 3% annually.

EXHIBIT “D”

WORK AUTHORIZATION

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
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 Laboratories of _____ Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** 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 **Laboratory** is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Laboratory* 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 **Laboratory** 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 scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. _____ Commissioner ___ as to content and detail of this Work Authorization No. ___.

HIDALGO COUNTY

COMMISSIONER PRECINCT No. ___:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ (DATE) as indicated below and effective as of _____ day of _____, 2009.

THE LABORATORY:

L&G Engineering Laboratory LLC

By: _____

Print Name

THE OWNER:

HIDALGO COUNTY

By: Juan D. Salinas III, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

EXHIBIT “E”

**SUPPLEMENTAL
AGREEMENT FORM**

DRAFT

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ 2009 concerning Laboratory for _____ (hereinafter referred to as the "**Project**") and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to _____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY: _____

Address for Giving Notices:

**THE OWNER:
HIDALGO COUNTY**

BY: _____

Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT “F”

CERTIFICATE OF INSURANCE

DRAFT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/08

PRODUCER Hilb Rogal & Hobbs (956)682-9423 FAX(956)687-1286 1400 N McColl Rd Suite 105 McAllen, TX 78501	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED L & G Engineering Laboratory LLC 2100 W Expressway 83 Mercedes, TX 78570	INSURER A: Travelers Lloyds Insurance Company	39357
	INSURER B: Travelers Indemnity	25682
	INSURER C: SOUTHERN VANGUARD INSURANCE COMPANY	
	INSURER D: Steadfast Insurance Co.	26387
	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 ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	PACP2543B748TLC08	07/19/08	07/19/09	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COM/PROP AGG	\$2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
B	AUTOMOBILE LIABILITY	BA3052L0108	07/19/08	07/19/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
B	EXCESS/UMBRELLA LIABILITY	CUP7142Y40ATCT08	07/19/08	07/19/09	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSV000267901	07/23/08	07/23/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	OTHER Professional	PEC9670605	07/19/08	07/19/09	\$2,000,000 Ea. Claim \$2,000,000 Aggregate \$10,000 Ded. Ea. Claim	

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

** Workers Comp Information **

Blanket Waiver of Subrogation

** Supplemental Name **

(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Pct #3
724 N. Breyfogle
Mission, TX 78574

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

First Supplemental Name applies to all policies - L & G Engineering Laboratory LLC

AI-15627

25.D.2.

**Requesting Approval to execute agreement with L&G Engineering for Pct 3
CC REGULAR**

Date: 05/26/2009

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Presentation for discussion, consideration, and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for, "FM 681 from SH 107 west to FM 492 Project for engineering Services (including Right-Of-Way Mapping and Right-Of-Way Acquisition) for Precinct No. 3 ," with L & G Engineering, as authorized & approved for negotiations by CC on 04/07/09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1315-431-00-123-070-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 5/21/09 \$45,150.00. Funding to be transferred from fund 1336 & 1339 as work authorizations are issued.

Attachments

Link: [Draft Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/21/2009 01:02 PM	APRV
2	Budget & Management	Veronica Lopez	05/21/2009 01:21 PM	APRV
3	Perla Lopez	Perla Lopez	05/21/2009 03:01 PM	APRV
4	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Rocio Villarreal			Started On: 05/20/2009 03:49 PM	
Final Approval Date: 05/22/2009				

with the Project as stated in the articles to follow and for having rendered such services, the owner agrees to pay the Engineer compensation as stated in the articles to follow.

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

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

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

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

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

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be

requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

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

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

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

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

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

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **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 **Basic 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 judgement, 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 reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

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

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the

Engineer's own expense, may retain copies of such documents or any other data under this Agreement.

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

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

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

Owner upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

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

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such

infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this

Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or

in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

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

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

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State 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 that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **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 entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **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 from 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 in 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 there from 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: Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

ENGINEER: L & G Consulting Engineers , Inc.
2100 West Expwy 83
Mercedes, Texas 78570

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

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. 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.

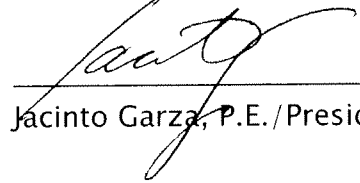
(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

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 _____, 2009.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a L & G ENGINEERING

BY: 
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court:

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"

Services to be provided by the Owner

1. The County will provide with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Surveyor to maintain an agreed upon project schedule.
 2. The County shall adhere to Article 6 of the Contract with respect to Payment.
 3. The County shall allocate money for the Acquisition of Property in a "revolving account". These funds associated with actual land value will be reimbursed to the county in accordance with the TxDOT ROW agreement.
-

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services Provided by the Engineer" shall include the performance of all engineering services for the following described facility:

County/City: Hidalgo County

Control: 0669-01-043, etc.

Project/Description: PS&E Design, Right-of-Way Mapping, and Acquisition Services for FM 681

Length: Variable

Highway: FM 681

Limits: SH 107 West to .25 miles west of SH 364

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

- Surface Treatment
- Overlay
- Rehabilitation Existing Road (Scarify & Reshape)
- Convert Non-Freeway to Freeway
- Widen Freeway
- Widen Non-Freeway
- New Location Toll Freeway
- New Location Non-Freeway
- Interchange (New or Reconstruct)
- Bridge Widening or Rehabilitation
- Bridge Replacement
- Upgrade to Standards - Freeway
- Upgrade to Standards - Non-Freeway
- Miscellaneous Studies (Use Function Code 110 For All Tasks)

NOTES

ROUTE AND DESIGN STUDIES
(Function Code 110)

Services
Provided By:
Engineer County

- | | |
|-----------|--|
| <u>NO</u> | 1. Route Location Studies* |
| <u>NO</u> | 2. Level of Service Analysis** |
| <u>NO</u> | 3. Traffic Evaluations and Projections |
| <u>NO</u> | 4. Develop Roadway Design Criteria |
| <u>NO</u> | 5. Preliminary Cost Estimates |
| <u>NO</u> | 6. Design Schematic
(See Section 7, page 7-1 for schematic layout requirements) |
| <u>NO</u> | 7. Preliminary Right-of-Way Requirements |
| <u>NO</u> | 8. Design Concept Conference |
| <hr/> | |
| <u>NO</u> | 9. Soil Core Hole Drilling |
| <u>NO</u> | a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements) |
| <u>NO</u> | b. Retaining Walls (See Section 10, page 10-1 Thru 10-2 for requirements) |
| <u>NO</u> | c. Miscellaneous Structures (See Section 10, page 10-4 for requirements) |
| <u>NO</u> | d. Bridges (See Section 11, page 11-3 for requirements) |
- * The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT
(Function Code 120)

Services
Provided By:
Engineer COUNTY

- 1. Environmental Reports

All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.

 - a. Environmental Assessments
 - NO (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
 - NO (2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
 - NO (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
 - b. Environmental Impact Statement
 - NO (1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
 - NO (2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the **Engineer**. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.

- 2. Public Involvement

All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.

 - NO a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
 - NO b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the CITY, shall be provided.

- 3. Cultural Resources

Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the CITY.

 - NO a. Historic Structure Studies

A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state’s historic structure requirements.
 - NO b. Archeological Studies
 - NO (1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
 - NO (2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services
 Provided By:
 Engineer COUNTY

NO (3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

NO 4. Noise and Air Quality Analyses
 a. Noise Analysis
 A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.

NO b. Air Quality Analysis
 An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.

NO 5. Ecological Investigations
 A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard.

A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultation may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.

NO 6. Hazardous Materials
 The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).

NO 7. General Guidelines for Preparation of Environmental Documents
 a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office.
 b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided.
 c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided.
 d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A.
 e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

**EXHIBIT D ENGINEERING AND RIGHT-OF-WAY ACQUISITION FEE
ESTIMATE FOR FM 681
FY 2009 - FY 2011 PROJECT**

ROADWAY PROJECT:	FM 681 (MILE 7)	
LIMITS:	SH 107 to 0.25 Mi. West of SH 364 (La Homa Road)	
EXISTING ROADWAY SECTION:	variable 40 - Rural	
EXISTING ADT:	15000	
EXISTING ROW WIDTH:	80 Varies	
PROPOSED ROADWAY SECTION:	4-lane divided urban	
PROPOSED ROW WIDTH:	150-ft	
ESTIMATED CONSTRUCTION COST	\$10,584,000.00	
LENGTH:	2.94 Miles @ \$3.2 M per Mi	
ESTIMATED PROJECT COSTS	STATE	LOCAL
ROADWAY CONSTRUCTION COST	\$10,584,000.00	
Construction Cost		
PHASE I - PLANNING & DESIGN		
Schematic		PD
Field Surveys for Schematic	PD	\$ -
Environmental Assessment (includes Historical and Archival)		PD
Public Involvement for County (1 public meeting and 1 public hearing)		PD
Field Surveys for Design and Construction		\$ 170,553.00
PS&E Development (8% of Const)		\$ 846,720.00
Signal, Pv't Mrkings and Sign Design		\$ 120,000.00
PHASE II - RIGHT OF WAY COSTS		
Compensible Utilities	\$ 500,000.00	\$ 7,500.00
Estimated ROW Parcels		85
ROW Map (@ \$3100/parcel)		\$ 263,500.00
Roadway Right-of-Way Costs - @ \$3.50 average/sq ft	\$ 3,803,184.00	\$ 57,000.00
Relocation Costs (Estimated 12 Relocations)	\$ 250,000.00	\$ -
Roadway Right-of-Way Costs - Acq. Services (Est. 85 Parcels) please reference the sheet 2 of 2 of this attachment		\$ 1,113,025.00
PHASE III - CONSTRUCTION		
TxDOT Construction Inspection (11%)	\$ 1,164,240.00	
L&G Construction Management		\$ 45,000.00
SUB-TOTAL	\$16,301,424.00	\$2,623,298.00
TOTAL PROJECT COST		\$ 18,924,722.00

TOTAL PROPOSED ENGINEERING AND ROW ACQUISITION FEE \$ 2,615,798.00

HIDALGO COUNTY PCT #3 BUDGET SCHEDULE			
ENGINEERING	FY 2009		\$ 1,400,773.00
ENGINEERING, UTILITIES & ROW ACQUISITION	FY 2010		\$ 621,012.50
MANAGEMENT & ROW ACQUISITION	FY 2011		\$ 601,512.50

- State Estimated Cost
- Local Estimated Cost
- Total Project Estimated Cost

EXHIBIT "D" FEE SCHEDULE
L&G ENGINEERING's ROW ACQUISITION SERVICES
FM 681
Limits: From FM 2221 to SH 107
CSJ: 0669-01-043 & 0862-01-037

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in EXHIBIT B according to the EXHIBIT D "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment, for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Pct. 3- on a percent complete basis as approved by Hidalgo County Pct. 3.** L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Contract or as approved by Hidalgo County Pct. 3. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

Parcel No.	Project Admin	Condemnation Support Services	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	Relocation (Residential/Business)	Parcel Totals
Overall Project Parcels		\$172,800.00				14,025.00			\$72,000.00	\$258,825.00
53 parcels (CSJ:0669-01-043)	\$2,200.00	**	\$600.00	\$2,700.00	\$800.00	*	\$3,500.00	\$200.00	***	\$530,000.00
32 parcels (CSJ:0862-01-037)	\$2,200.00	**	\$600.00	\$2,700.00	\$800.00	*	\$3,500.00	\$200.00	***	\$320,000.00
Total of Work Authorization										\$1,108,825.00

(*) Appraisal Updates. We are estimating a 33% of the parcels to require updates and are subsidiary to charges of appraisals at \$500 each.

(**) Condemnation support services based on 18 parcels going to Eminent Domain Proceedings (80 hrs total/per parcel condemned at \$120/hr).

(***) Based on the approved Schematic we are estimating 12 relocations @ \$6,000/each.

Hidalgo County will be responsible to pay for the Title Insurance Policy

**L&G
Engineering
Direct Expenses**

	Unit	Rate	Qty	Total
Auto Mileage	MI	\$0.55	5000	\$2,200
Reproduction Costs	EA	\$0.20	10000	<u>\$2,000</u>
Total Direct Expenses				\$4,200

TOTAL L & G ENGINEERING PROJECT COSTS

\$1,113,025.00

HIDALGO COUNTY
Professional Engineering Services
Contract # ___

Work Authorization Form EXHIBIT E

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, L & G Consulting Engineers, Inc. d/b/a L & G Engineering, professional engineers of Mercedes _____, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Engineering Services required for the preparation of

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 6 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. 1.

HIDALGO COUNTY

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2009.

THE ENGINEER:

**THE OWNER:
HIDALGO COUNTY**

**By: Jacinto Garza, P.E.
President**

By: Juan D. Salinas, III, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

- EXHIBIT "A" – Service to be Provided by the Owner
- EXHIBIT "B" – Services to be Provided by the Engineer
- EXHIBIT "C" – Work Schedule
- EXHIBIT "D" – Cost Proposal

EXHIBIT "F"
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ **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:

I. Article ____ of the **Agreement**, (article title), is revised to

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE ENGINEER:
ENGINEER**

BY: _____

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

07/01/08

PRODUCER Hilb Rogal & Hobbs (956)682-9423 FAX(956)687-1286 1400 N McColl Rd Suite 105 McAllen, TX 78501	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED L & G Consulting Engineers Inc dba L & G Engineering 2100 W Expressway 83 Mercedes, TX 78570	INSURER A: Fidelity & Guaranty Insurance Compan	35386
	INSURER B: SOUTHERN VANGUARD INSURANCE COMPANY	
	INSURER C: Ace American Insurance Company	22667
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PACP2822L500TLC08	07/19/08	07/19/09	EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PACP2822L500TLC08	07/19/08	07/19/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSV000268001	07/23/08	07/23/09	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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	EONG2363384A002	07/20/08	07/20/09	\$1,000,000 ea. Claim \$1,000,000 Aggregate \$15,000 Ded. ea. Claim

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

** Supplemental Name **

First Supplemental Name applies to all policies - L & G Consulting Engineers Inc; San Jacinto Enterprises, LLC

CERTIFICATE HOLDER

County of Hidalgo
 100 E Cano
 Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brian E Lewis

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between

AI-15604

25.E.1.

Installation of Flooring for Probate Court & JP Pct. #3 Pl.1

CC REGULAR

Date: 05/26/2009
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department
Purchasing only: Buildings & Grounds

Information

CAPTION

Due to damages sustained (i.e. water and/or stains, etc.), requesting authority to purchase through the County's membership/participation with TASB Buyboard awarded vendors Tandus US, LLC and Diaz Floors and Interiors through Contract #310-08 for the provision of all materials, labor and ancillary accessories needed including, but not limited to, removal and installation of new flooring for the following project #09-234:

- a. Probate Court; in the amount of: \$16,928.83
b. J.P. Pct. #3 PL 1; in the amount of: \$ 1,757.95
Total Amount \$18,686.78

BACKGROUND

Approval of this request will allow to replace stained carpets damaged at the Probate Court due to by wards of the court and mental patients as described per attachment and requested by Judge Homer Garza and in Pct. #3 PL 1 carpet is stained and in need for replacement as recommended by Mr. Daniel Flores, B&G Director.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0-431
FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:

Funds availabe under acct. #9-1100-419-40-220-001-0-431 as provided by Mr. Sergio Cruz Budget & Management to be used for proposed projects.

Attachments

Link: BACKUP

Form Routing/Status

Table with 4 columns: Route Seq, Inbox, Approved By, Date, Status. Contains 2 rows of routing information.

3	Rosalinda Cantu	Rosie Cantu	05/22/2009 10:03 AM	APRV
4	Auditor's Office	Monica Badillo	05/22/2009 11:04 AM	APRV
5	Oscar Garza		05/22/2009 05:21 PM	PEND

Form Started By: Oscar Garza

Started On: 05/20/2009 08:53 AM

Final Approval Date: 05/22/2009

Account No 9-1100-419-40-220-001-0-431

Accounting Period 13

Period

YTD

229443

pg 05 -1 11

Acct. Year 9

Previous Year Info.

Description

GEN GOVY BLDG-BLDG&OTHR STRUC R&M SRV

Summary

Budgets

Open Encumbrances

Encumbrance Detail

All Encumbrances

Checks

Unposted Payments

Navigation icons

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	600,000.00	600,000.00	188,696.32	.00	411,303.68
02	.00	.00	11,444.90	1,891.50	397,967.28
03	.00	.00	58,991.46	23,168.37	315,807.45
04	.00	80,000.00	16,268.40	56,441.32	195,634.53
05	.00	7,000.00	10,567.17	2,273.83	175,793.53
YTD	600,000.00	513,000.00	253,431.45	83,775.02	175,793.53
PRE	.00	.00	42,650.85	.00	42,650.85
TOT	600,000.00	513,000.00	296,082.30	83,775.02	133,142.68

O.D: 0372

FAX TRANSMISSION COVER SHEET

TO: Oscar Garcia @ Purchasing

FROM: Homer Garcia @ B&G

DATE/TIME: 5-13-09 / 2:00 pm

292-7612

TOTAL
PAGES: 2
(Including Cover Sheet)

COMMENTS:

Selling and Installing

Phone 956-787-0056
diazfloor8586@sbcglobal.net

DIAZ Floors & Interiors

1205 W. Polk
Pharr, Texas 78577

Quality Materials

Fax 956-781-7917

May 21, 2009

Project Proposal

Homer Garza – Buildings & Grounds
Judge Homer Garza
County of Hidalgo
Edinburg, TX. 78540

Fax: 956-318-2648
956-318-2387
CTRL# ADIAZ 09-002

RE: Flooring Proposal for:

County of Hidalgo-Probate Court

Dear Homer:

Diaz Floors & Interiors, Inc. is pleased to provide the following quotation for the above referenced facility.
"Pricing is based on our Buy Board Contract #310-08 effective March 1, 2009"

SCOPE OF WORK:

<u>Style</u>	<u>Color Name</u>	<u>Color#</u>	<u>Qty</u>	<u>UoM</u>	<u>Unit Price</u>	<u>LineTotal</u>
Emser – Piazza Tile 20x20 (furnished and installed)	San Marcos		1,185.60	s/f	\$ 8.85	\$ 10,492.56 ✓
Labor						
Upholstery Work			1	job	\$ 535.50	\$ 535.50 ✓
Extensive Floor Preparation/Ardex			93.38	s/y	\$ 2.15	\$ 200.77 ✓
Night/Weekend Labor (carpet installation)			93.38	s/y	\$ 3.20	\$ 298.82 ✓
Night/Weekend Labor (tile installation)			1,185.60	s/f	\$ 1.14	\$ 1,351.58 ✓
Metals & Trims			1	ea	\$ 399.84	\$ 399.84 ✓
Moisture Testing (tile)			3	ea	\$ 50.00	\$ 150.00 ✓
TOTAL						\$13,429.07 ✓

NOTES:

1. Estimated from: Diaz Floors & Interiors, Inc.
2. 5th Revision – IT Department
3. Revised 5/21/09 to change to Diaz Floors & Interiors, Inc.

EXCLUSIONS (unless specifically included in the above scope of work)

Protection of Floors	Attic Stock	Night/Weekend Labor
Dumpster Cost	Bonding Cost	Mats
Preformed Corners	Trip Charges	Removal & Disposal
Resilient Flooring	Stair Materials	Sales Tax
Extensive Floor Preparation	Cleaning/Waxing of Resilient	Border Carpet
Asbestos Abatement	Furniture/Fixture Moving	Carpet Cleaning

TERMS OF PAYMENT: (Subject to Credit Approval)

- All Materials and Labor – Net 30 Days after each invoice (Material bills as shipped, labor bills at completion or as phased)

1. **Change Orders:** Any work not included in the above scope of work will require a signed change order before work can be performed.
2. **Terms of Quote:** Prices given are firm for sixty days from proposed date.
3. **Lead Time:** Please note that we work with a made to order mill and they cannot begin production of any order until we have a signed purchase order, or a fully executed contract in house.

Note that normal lead times are as follows:

- Fast Track Carpets, two weeks plus shipping;
- Running Line Carpets, six weeks plus shipping;
- Custom Carpets, eight weeks plus shipping;
- Lead times are approximate and do not start until after the purchase order or fully-executed contract is received.

4. **Floor Preparation:** Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our product performs properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than 3.0 lbs, per 1,000 feet in 24 hours will not meet specification and will require further curing time or treatment prior to carpet installation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

5. **Asbestos Abatement:** This quote DOES NOT include asbestos abatement. We are not responsible for the handling, removal or abatement of asbestos contained floor material or adhesives. Further, our policy is to request an Asbestos Hazard Emergency Response ACT (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We consider it the owner's responsibility to produce this report prior to executing this contract.

If any chemical stripping agents, such as those commonly used in asbestos abatement have been used, we may require additional measures be taken prior to installation of product. These measures may effect the price of this quote.

Please indicate your acceptance of this proposal by returning your signed purchase order, or fully-executed contract via fax 956-781-7917. Please address it to my attention. Should you have any questions, please call me at 956-787-0056 or email diazfloor8586@sbcglobal.net

Thank you for considering us.

Sincerely,

Andres Diaz, Sr.
Diaz Floors & Interiors, Inc.



2nd Revision 5/21/09

PROJECT PROPOSAL

April 20, 2009

Homer Garza - Buildings & Grounds
 Judge Homer Garza
 County of Hidalgo
 100 N. Closner, 3rd Floor
 Edinburg, TX 78539

FAX: 956-318-2648
 956-318-2387
 CTRL# JML0445

RE: Flooring Proposal for: County of Hidalgo, Probate Court

Dear Homer:

Tandus US, LLC is pleased to provide the following quotation for the above referenced facility.
 "Pricing based on our Buy Board Contract #310-08 effective March 1, 2009"

SCOPE OF WORK:

<u>Style</u>	<u>Color Name</u>	<u>Color #</u>	<u>Quantity</u>	<u>UoM</u>		<u>Unit Price</u>	<u>Line Total</u>
Visa ER3 RS 24" Tile	Gilt Bronze	11502	100.05	s/y	@	\$ 26.02	\$ 2,603.30 ✓
Labor							
Carpet Installation			93.38	s/y	@	\$ 5.25	\$ 490.26 ✓
Carpet Removal			93.38	s/y	@	\$ 2.70	\$ 252.13 ✓
Carpet Disposal			93.38	s/y	@	\$ 0.55	\$ 51.36 ✓
Standard Floor Preparation			93.38	s/y	@	\$ 1.10	\$ 102.72 ✓
						TOTAL	\$ 3,499.76

490.26
 total correct.

NOTES:

1. Estimated from: Diaz Floors & Interiors
2. Revised 5/13/09 to Add Blinds
3. Revised 5-21-09 to delete Blinds from scope of work. 2nd revision deletes all but what quoted above.

EXCLUSIONS (unless specifically included in the above scope of work):

Protection of Floors	Altic Stock	Night/Weekend Labor
Dumpster Cost	Bonding Cost	Mats
Preformed Corners	Trip Charges	Removal & Disposal
Resilient Flooring	Stair Materials	Extensive Floor Preparation
Cleaning/Waxing of Resilient	Asbestos Abatement	Sales Tax
Carpet Cleaning	Furniture/Fixture Moving	Border Carpet

TERMS OF PAYMENT: (Subject to Credit Approval)

- * All Materials and Labor - Net 30 Days After Each Invoice (Material bills as shipped, labor bills at completion or as phased).

1. **Change Orders:** Any work not included in the above scope of work will require a signed change order before work can be performed.

2. **Term of Quote:** Prices given are firm for sixty days from proposal date.

3. **Lead Times:** Please note that we are a made to order mill and we cannot begin production of any order until we have a signed purchase order, or a fully executed contract in house.

Note that normal lead times are as follows:

- Fast Track Carpets, two weeks plus shipping;
- Running Line Carpets, six weeks plus shipping;
- Custom Carpets, eight weeks plus shipping;
- Lead times are approximate and do not start until after the purchase order or fully-executed contract is received.

4. **Floor Preparation:** Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our product performs properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than 3.0 lbs. per 1,000 feet in 24 hours will not meet specification and will require further curing time or treatment prior to carpet installation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

5. **Asbestos Abatement:** This quote DOES NOT include asbestos abatement. Neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owner's responsibility to produce this report prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, we and our installers may require additional measures be taken prior to installation of any product. These measures may affect the price of this quote. Please contact our Technical Services Department at 800.241.4902 ext. 2129 for more details.

Please indicate your acceptance of this proposal by returning your signed purchase order, or fully-executed contract via fax to 706.259.2638. Please address it to my attention. Should you have any questions, please call me at 800.241.4902 ext 2643 or email jmiller@tandus.com

Thank you for considering us.

Sincerely,

Tandus US, LLC

JUDI MILLER

Judi Miller
Regional Account Coordinator
Source One

CC:

Brooks Turner
Shawn Baker
Diaz Floors & Interiors



REVISED 5/22/09

PROJECT PROPOSAL

May 13, 2009

Judge L. Garza / Homer Garza
 County of Hidalgo
 730 Breyfogle
 Mission, TX 78574

CTRL# JMK2061

RE: Carpet Proposal for: County of Hidalgo - J.P. Luis Garza's Office PCT #3
"Pricing is Based on the Buy Board Contract #241-06 Revised August, 2007"

Dear Sirs:

Tandus US, Inc. is pleased to provide the following quotation for the above referenced facility.

SCOPE OF WORK:

Carpet Material

Style

Crayon MKI RS

Color Name *Color #*
 Blizzard Blue 48003

Labor

Carpet Installation-Powerbond & Broadloom
 Carpet Removal
 Carpet Disposal
 Floor Prep-Standard

39	s/y	@	\$ 23.45	\$	914.55	✓
38	s/y	@	\$ 5.25	\$	199.50	✓
38	s/y	@	\$ 2.50	\$	95.00	✓
38	s/y	@	\$ 0.50	\$	19.00	✓
38	s/y	@	\$ 1.00	\$	38.00	✓
TOTAL				\$	1,266.05	✓

NOTES:

1. Estimated from: Andy Diaz of Diaz Floors & Interiors
2. Revised 5-22-09 to delete all but items on Contract, per email from Andy Diaz.

EXCLUSIONS (unless specifically included in the above scope of work):

Protection of Floors	Attic Stock	Night/Weekend Labor
Dumpster Cost	Bonding Cost	Mats
Preformed Corners	Trip Charges	Removal & Disposal
Resilient Flooring	Stair Materials	Extensive Floor Preparation
Cleaning/Waxing of Resilient	Asbestos Abatement	Sales Tax
Carpet Cleaning	Border Carpet	Furniture/Fixture Moving

TERMS OF PAYMENT: (Subject to Credit Approval)

* All Materials and Labor - Net 30 Days After Invoice

1. **Change Orders:** Any work not included in the above scope of work will require a signed change order before work can be performed.

2. Term of Quote: Prices given are firm for sixty days from proposal date.

3. Lead Times: Please note that Tandus is a made to order carpet mill and we cannot BEGIN production of any order until we have a signed purchase order, or a FULLY-EXECUTED contract in house.

Note that normal lead times are as follows:

- Fast Track Carpets, two weeks plus shipping;
- Running Line Carpets, six weeks plus shipping;
- Custom Carpets, eight weeks plus shipping;
- Lead times are approximate and do not start until after the purchase order or fully-executed contract is received.

4. Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our product performs properly when installed on floors that are free of DIRT, OIL, PAINT AND EXCESSIVE MOISTURE. Floors that have moisture readings greater than 3.0 lbs. per 1,000 feet in 24 hours will not meet specification and will require further curing time or treatment prior to carpet installation.

Tandus recommends only wet scraping or mechanical removal of all non-water based adhesives.

5. Asbestos Abatement: This quote DOES NOT include asbestos abatement. Neither Tandus nor its installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, Tandus' policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. Tandus and its installers consider it the owner's responsibility to produce this report prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, Tandus and its installers may require additional measures be taken prior to installation of any Tandus product. These measures may affect the price of this quote. Please contact Tandus Technical Services Department at 800.241.4902 ext. 2129 for more details.

Please indicate your acceptance of this proposal by returning your signed purchase order, or fully-executed contract via fax to 706.259.2638. Please address it to my attention. Should you have any questions, please call me at 800.241.4902 ext 2643 or email jmiller@tandus.com

Thank you for considering Tandus.

Sincerely,

Tandus US Inc.

JUDI MILLER

Judi Miller
Regional Account Coordinator
Source One

CC: Brooks Turner
Wade Pasch
Andy Diaz

Selling and Installing

Phone 956-787-0056
diazfloor8586@sbcglobal.net

DIAZ Floors & Interiors

1205 W. Polk
Pharr, Texas 78577

Quality Materials

Fax 956-781-7917

May 21, 2009

Project Proposal

Judge L. Garza / Homer Garza
County of Hidalgo
730 Breyfogle
Mission, TX. 78574

Fax: 956-292-8925
956-318-2648
CTRL# ADIAZ 09-003

RE: Carpet Proposal for:

County of Hidalgo-J.P. Luis Garza's Office Pct #3

Dear Homer:

Diaz Floors & Interiors, Inc. is pleased to provide the following quotation for the above referenced facility.
"Pricing is based on our Buy Board Contract #310-08 effective March 1, 2009"

SCOPE OF WORK:

<u>Style</u>	<u>Color Name</u>	<u>Color#</u>	<u>Qty</u>	<u>UoM</u>	<u>Unit Price</u>	<u>LineTotal</u>
Labor						
4" Vinyl Base Furnished/Installed			120	l/f	\$ 1.68	\$ 201.60 ✓
Transition Furnished/Installed			4	ea	\$ 22.40	\$ 89.60 ✓
Floor Prep Materails/Ardex			2	bags	\$ 47.25	\$ 94.50 ✓
Trip Charge			36	s/y	\$ 2.95	\$ 106.20 ✓
TOTAL						\$ 491.90

NOTES:

1. Estimated from: Diaz Floors & Interiors, Inc.
2. 5th Revision - IT Department
3. Revised 5/21/09 to change to Diaz Floors & Interiors, Inc.

EXCLUSIONS (unless specifically included in the above scope of work)

Protection of Floors	Attic Stock	Night/Weekend Labor
Dumpster Cost	Bonding Cost	Mats
Preformed Corners	Trip Charges	Removal & Disposal
Resilient Flooring	Stair Materials	Sales Tax
Extensive Floor Preparation	Cleaning/Waxing of Resilient	Border Carpet
Asbestos Abatement	Furniture/Fixture Moving	Carpet Cleaning

TERMS OF PAYMENT: (Subject to Credit Approval)

- All Materials and Labor – Net 30 Days after each invoice (Material bills as shipped, labor bills at completion or as phased)

1. **Change Orders:** Any work not included in the above scope of work will require a signed change order before work can be performed.
2. **Terms of Quote:** Prices given are firm for sixty days from proposed date.
3. **Lead Time:** Please note that we work with a made to order mill and they cannot begin production of any order until we have a signed purchase order, or a fully executed contract in house.

Note that normal lead times are as follows:

- Fast Track Carpets, two weeks plus shipping;
- Running Line Carpets, six weeks plus shipping;
- Custom Carpets, eight weeks plus shipping;
- Lead times are approximate and do not start until after the purchase order or fully-executed contract is received.

4. **Floor Preparation:** Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our product performs properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than 3.0 lbs, per 1,000 feet in 24 hours will not meet specification and will require further curing time or treatment prior to carpet installation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

5. **Asbestos Abatement:** This quote DOES NOT include asbestos abatement. We are not responsible for the handling, removal or abatement of asbestos contained floor material or adhesives. Further, our policy is to request an Asbestos Hazard Emergency Response ACT (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We consider it the owner's responsibility to produce this report prior to executing this contract.

If any chemical stripping agents, such as those commonly used in asbestos abatement have been used, we may require additional measures be taken prior to installation of product. These measures may effect the price of this quote.

Please indicate your acceptance of this proposal by returning your signed purchase order, or fully-executed contract via fax 956-781-7917. Please address it to my attention. Should you have any questions, please call me at 956-787-0056 or email diazfloor8586@sbcglobal.net

Thank you for considering us.

Sincerely,

Andres Diaz, Sr.
Diaz Floors & Interiors, Inc.

Current BuyBoard Vendors

HVAC Equipment & Supplies & Insulation of HVAC Equipment #305-08

Expires: 9/30/2011

AC Supply Company	Air Filters, Inc.	**Air Stream General Const. Inc.
Alamo Iron Works	American Refrigeration Supplies	ARS Rescue Rooter
Carrier Corporation	Decker Mechanical	Filter Systems
IAQ-Energy Solutions, Inc.	**Industrial Equipment Company	Insko Distributing
**JF Filtration, Inc.	Johnson Supply	**Johnstone Supply, Houston
McQuay Factory Service	Morrison Supply	**PC Automated Controls, Inc.
Rhino Linings of the Metroplex	Rio Filter Supply	Trane Commercial Systems
Wisco Supply, Inc.	WTA Control Consultants & Services, Inc.	

Indoor & Outdoor Flooring Products & Sports Surfaces #310-08

Expires: 2/28/2012

3D/International	**Ace Floor Solutions, LLC.	**Allied Associates Commercial Floors, Inc.
ARBO's Hardwood & Sports Floor Supply	Bagley's Floor Services	Bauer Sport Floors
Beynon Sports Surfaces, Inc.	**Bill Jeter Inc.	C & C Wholesale Distributors
**Carter Construction Company	Custom Sports Surfacing, Inc.	**Diaz Floors & Interiors
Dynamic Sports Construction, Inc.	ExerPlay, Inc.	FieldTurf USA, Inc.
**Gomez Floor Covering, Inc.	Hellas Construction, Inc.	InterfaceFLOR
J & J Invision	Jelco	Landscapes Unlimited, LLC
Lee's Carpets/The Mohawk Group	Long Flooring	Mannington Commercial
Mateflex Sports Flooring	N.A.H., Inc.	One Source Commercial Flooring, Inc.
Ponder Company, Inc.	**Premier Courts	ProGrass Synthetic Turf
Quality Hardwood Floors, Inc.	RETAIL COMMERCIAL FLOORING SERVICE	Rhino Linings of the Metroplex
Shaw Industries, Inc.	Spectra Contract Flooring	**Sport Court of Texas (Southwest Courts & FI
Sportexe Construction Services Inc.	Sports Constructors, Inc.	Sports Flooring Inc.
Tandus US LLC (Prev. Collins & Alkman)	Texas Sports Builders Inc.	**Twin Tile Flooring Company
Vector Concepts, Inc.	Vibra-Whirl Sports, Ltd.	**Westar Construction, Inc.
Z FLOOR CO		

AI-15619

25.E.2.

**Exemption-City Of McAllen
CC REGULAR**

Date: 05/26/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a)(9)(C) ... property sold by a political subdivision of this state (i.e. City of McAllen);

b. Requesting authority to purchase mulch/compost material (through properly requisitioned and processed purchase orders) from the City of McAllen's Compost Facility on an as needed basis in connection with any landscaping projects to be undertaken by Hidalgo County, including, but not limited to, all Precinct's, Departments, Programs, Agencies (under all funding sources) through December 31, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** County Wide
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

On an "as needed basis". For funding availability please see the attached 2009 Expense Report for Object 609 dated as of 2/21/09.

Attachments

- Link: [262.024 Statue](#)
- Link: [Pricing Information](#)
- Link: [2009 Exp Rpt for Obj 609 5-21-09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/20/2009 04:27 PM	APRV
2	Budget & Management	Veronica Lopez	05/21/2009 07:55 AM	APRV
3	Dale Kennan	Dale Kennan	05/21/2009 08:49 AM	APRV
4	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Vangie Garcia Started On: 05/20/2009 12:00 PM

Final Approval Date: 05/22/2009

security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, Sec. 3, eff. Sept. 1, 2001.



* — Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption: *

- (1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;
- (2) an item necessary to preserve or protect the public health or safety of the residents of the county;
- (3) an item necessary because of unforeseen damage to public property;
- (4) a personal or professional service;
- (5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;
- (6) any land or right-of-way;
- (7) an item that can be obtained from only one source, including:
 - (A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
 - (B) films, manuscripts, or books;
 - (C) electric power, gas, water, and other utility services; and
 - (D) captive replacement parts or components for equipment;
- (8) an item of food;
- * — (9) personal property sold:
 - (A) at an auction by a state licensed auctioneer;
 - (B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or
 - * — (C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;



Nature's Organic
Enhancing Your World

Invoice No.

Invoice

Customer

Name Hidalgo County
 Address _____
 City _____ State TX Zip _____
 Phone _____
 Fax 956-381-2629 *Hilda*

Misc

Date 5/20/2009
 Order No. _____
 P.O. No. _____
 FOB _____

Qty	Description	Unit Price	TOTAL
Products Available By Cubic Yard			
	Cubic Yard of Mulch (Ground, Fine, Screened)	\$ 12.00	\$ -
	Cubic Yard of Regular Compost	\$ 16.00	\$ -
	Cubic Yard of Regular Fine Compost	\$ 20.00	\$ -
	Cubic Yard of Premium Compost	\$ 20.00	\$ -
	Delivery Charge (small dump truck available within 15 Miles) 1-3 CY	\$ 20.75	\$ -
	Delivery Charge (large dump truck) 15 - 28 Cubic Yards	\$ 43.17	\$ -
	Additional Miles (After the first 15 Miles on the large truck only)	\$ 2.88	\$ -
Products Available In Bags			
	Premium Compost Bag (40 lbs/1 Cubic foot)	\$ 1.75	\$ -
	Premium Fine Compost Bags (40 lbs/ 1 cubic foot)	\$ 2.15	\$ -
	Reground Mulch (2 cubic feet)	\$ 2.15	\$ -
	Christmas Tree Mulch (2 cubic feet)	\$ 2.50	\$ -
	Mesquite Chips/Mulch	\$ 3.98	\$ -
Products Available by the 5 Gal Bucket			
	1-5 Gal Bucket Regular Compost	\$ 0.46	\$ -
	1 - 5 Gal Bucket Premium Compost	\$ 0.55	\$ -
	1 - 5 Gal Bucket Mulch	\$ 0.37	\$ -

Payment Cash

Comments _____
 Name _____
 CC # _____
 Expires _____

SubTotal		SH
Shipping	\$ -	
Tax Rate(s)	8.25%	SB
TOTAL		

Term of Contract : City of McAllen will provide the delivery of the material for a fee, we are not responsible for the spreading of the material. If the material is returned from the point of delivery, the delivery fee will be charged. All orders placed over the phone have to be paid with a credit card, unless customer agrees to come in to the office and pay cash or check before we deliver. Driver is not authorized to pick up any for of payment.



Recycling for the Future

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND						
9-1100-419-40-220-001-0-609 GEN GOVT BLDG-AGRI & LANDSCAPING SUPPL	35,000.00	423.51	2,189.28	2,189.28	32,387.21	7.47
9-1100-421-00-280-001-0-609 SHERIFF-AGRI & LANDSCAPING SUPPL	1,000.00	.00	.00	.00	1,000.00	.00
9-1100-423-21-280-002-0-609 JAIL-AGRI & LANDSCAPING SUPPL	2,000.00	1,512.26	.00	.00	487.74	75.61
9-1100-423-32-330-001-0-609 JUV DET HM-AGRI & LANDSCAPING SUPPL	1,500.00	.00	527.88	527.88	972.12	35.19
9-1100-432-00-121-001-0-609 PCT1 SANITATION-AGRI & LANDSCAPING SUPPL	500.00	269.01	213.69	213.69	17.30	96.54
9-1100-432-00-122-001-0-609 PCT2 SANITATION-AGRI & LANDSCAPING SUPPL	400.00	179.09	.00	.00	220.91	44.77
9-1100-432-00-123-001-0-609 PCT3 SANITATION-AGRI & LANDSCAPING SUPPL	1,000.00	.00	572.10	572.10	427.90	57.21
9-1100-432-00-124-001-0-609 PCT4 SANITATION-AGRI & LANDSCAPING SUPPL	500.00	320.00	167.57	167.57	12.43	97.51
9-1100-441-00-340-001-0-609 HEALTH ADM-AGRI & LANDSCAPING SUPPL	20,000.00	.00	1,858.50	1,858.50	18,141.50	9.29
9-1100-461-00-380-001-0-609 TX AGRILIFE EXT-AGRI & LANDSCAPING SUPPL	1,000.00	.00	.00	.00	1,000.00	.00
9-1100-466-00-121-050-0-609 PCT1 CRC-AGRI & LANDSCAPING SUPPL	250.00	.00	.00	.00	250.00	.00
9-1100-466-00-122-018-0-609 PCT2 CRC-AGRI & LANDSCAPING SUPPL	1,900.00	.00	.00	.00	1,900.00	.00
9-1100-466-00-122-082-0-609 PCT2 CRC (S.TOWER)-AGRI & LANDSCAPING	4,500.00	957.45	3,193.17	3,193.17	349.38	92.24
1100 GENERAL FUND	69,550.00	3,661.32	8,722.19	8,722.19	57,166.49	17.81
1201 R&B PRECINCT 1						
9-1201-431-00-121-004-0-609 PCT1 RD ADM-AGRI & LANDSCAPING SUPPL	900.00	.00	65.25	65.25	834.75	7.25
9-1201-431-00-121-005-0-609 PCT1 P/U RD-AGRI & LANDSCAPING SUPPL	3,000.00	.00	76.86	76.86	2,923.14	2.56
1201 R&B PRECINCT 1	3,900.00	.00	142.11	142.11	3,757.89	3.64
1202 R&B PRECINCT 2						
9-1202-431-00-122-006-0-609 PCT2 P/U RD-ARGI & LANDSCAPING SUPPL	900.00	.00	.00	.00	900.00	.00
1202 R&B PRECINCT 2	900.00	.00	.00	.00	900.00	.00
1203 R&B PRECINCT 3						
9-1203-431-00-123-004-0-609 PCT3 RD ADM-AGRI & LANDSCAPING SUPPL	3,000.00	.00	.00	.00	3,000.00	.00
9-1203-431-00-123-005-0-609 PCT3 P/U RD-AGRI & LANDSCAPING SUPPL	2,000.00	.00	7.88	7.88	1,992.12	.39
1203 R&B PRECINCT 3	5,000.00	.00	7.88	7.88	4,992.12	.16
1204 R&B PRECINCT 4						
9-1204-431-00-124-007-0-609 PCT4 P/U RD-AGRI & LANDSCAPING SUPPL	100.00	.00	76.52	76.52	23.48	76.52
1204 R&B PRECINCT 4	100.00	.00	76.52	76.52	23.48	76.52
1211 PARKS PRECINCT 1						
9-1211-452-00-121-013-0-609 PCT1 PARKS-AGRI & LANDSCAPING SUPPL	25,140.00	4,430.50	12,776.90	12,776.90	7,932.60	68.45
1211 PARKS PRECINCT 1	25,140.00	4,430.50	12,776.90	12,776.90	7,932.60	68.45
1212 PARKS PRECINCT 2						

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1212 PARKS PRECINCT 2						
9-1212-452-00-122-008-0-609 PCT2 PARKS-AGRI & LANDSCAPING SUPPL	25,000.00	766.16	233.01	233.01	24,000.83	4.00
1212 PARKS PRECINCT 2	25,000.00	766.16	233.01	233.01	24,000.83	4.00
1213 PARKS PRECINCT 3						
9-1213-452-00-123-008-0-609 PCT3 PARKS-AGRI & LANDSCAPING SUPPL	3,000.00	110.08	1,626.47	1,626.47	1,263.45	57.89
1213 PARKS PRECINCT 3	3,000.00	110.08	1,626.47	1,626.47	1,263.45	57.89
1214 PARKS PRECINCT 4						
9-1214-452-00-124-009-0-609 PCT4 PARKS-AGRI & LANDSCAPING SUPPL	2,576.70	990.25	1,410.00	1,410.00	176.45	93.15
1214 PARKS PRECINCT 4	2,576.70	990.25	1,410.00	1,410.00	176.45	93.15
1287 DESIGNATED PURPOSE GRANTS LVL 7						
9-1287-452-00-123-043-9-609 ANZALDUAS PRK BOAT RAMP-AGRI & LANDSCAPE	5,000.00	.00	.00	.00	5,000.00	.00
1287 DESIGNATED PURPOSE GRANTS LVL 7	5,000.00	.00	.00	.00	5,000.00	.00
1295 JUVENILE PROBATION POST-ADJUDICATION FAC						
9-1295-423-00-330-028-0-609 WESL B/C-AGRI & LANDSCAPING SUPPL	1,000.00	.00	.00	.00	1,000.00	.00
1295 JUVENILE PROBATION POST-ADJUDICATION FAC	1,000.00	.00	.00	.00	1,000.00	.00
1297 ADULT PROBATION						
9-1297-423-00-320-005-9-609 RESTITUTION CTR-AGRI & LANDSCAPING SUPPL	600.00	.00	.00	.00	600.00	.00
9-1297-423-00-320-020-9-609 SATF-AGRI & LANDSCAPING SUPPL	500.00	.00	.00	.00	500.00	.00
1297 ADULT PROBATION	1,100.00	.00	.00	.00	1,100.00	.00
9 YEAR	142,266.70	9,958.31	24,995.08	24,995.08	107,313.31	24.57

AI-15561

25.F.1.

Change Order #1 Eldora Gardens Subdivision Pct. 2

CC REGULAR

Date: 05/26/2009

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Submitted For: Agapito Vargas

Department: COLONIA ACCESS PROGRAM

Agenda Category: Purchasing Department

Purchasing only: CAP Pct.2

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Change Order No. 1 with contractor Jimmy Closner and Sons Construction for Eldora Gardens Subdivision located in Pct. No. 2 reflecting a net increase in the amount of \$3,862.95 because concrete driveway was increased to have a better slope as recommended through project engineer R. Gutierrez Engineering Corporation. C-CAP 08-018-08-26.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1311-431-00-122-252-0-733

FUNDS AVAILABLE Y/N?: Y/pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O.# 619742 has available amount of \$34,987.50; PO will need an increase.

Pending LIT on 5/26/09 AI-15560 for \$3,862.95 for Change Order No.1

Attachments

Link: Change Order #1 Eldora Gardens Subdivision Pct. #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	05/20/2009 11:29 AM	APRV
2	Purchasing Department	Marty Salazar	05/20/2009 02:08 PM	APRV
3	Budget & Management	Veronica Lopez	05/20/2009 02:24 PM	APRV
4	Roland Garcia	Rolando Garcia	05/21/2009 11:01 AM	APRV
5	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Marcie Jackson
Started On: 05/18/2009 04:16 PM

Final Approval Date: 05/22/2009

CHANGE ORDER NUMBER ONE (1)

PROJECT: ELDORA GARDENS SUBDIVISION

DATE OF ISSUANCE: May 13, 2009 EFFECTIVE DATE: May 13, 2009

OWNER: HIDALGO COUNTY PRECINCT NO. 2

OWNER's Contract No.: C-CAP-08-018-08-26

CONTRACTOR: JIMMIY CLOSNER AND SONS CONSTRUC ENGINEER: R. Gutierrez Engineering Corporation

2809 W. EXPRESSWAY 83 130 E. Park Ave.

LA FERIA, TX 78559 Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description: 1. 530 ITEM CONCRETE DRIVEWAY WAS INCREASED IN 59.43 SY

Reason for Change Order: 1. CONCRETE DRIVEWAY WAS INCREASED TO HAVE A BETTER SLOPE.

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 50,611.50		Substantial Completion:	<u>30</u>
			calendar days or dates
Net Changes from previous Change Order		Net change from previous Change Orders	
\$ 0.00		0	
		calendar days	
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 50,611.50		Substantial Completion:	<u>30</u>
			calendar days or dates
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$ 3,862.95		0	
		calendar days	
Contract Price with all approved Change Orders	Net % increase (decrease) from original contract price.	Contract Time with all approved Change Orders	
\$ 54,474.45	7.60 %	Substantial Completion:	<u>30</u>
			calendar days or dates

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 5/13/09

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Date: 5/13/09

CHANGE ORDER NO. 1 TABULATION
 HIDALGO COUNTY PRECINCT NO. 2
 ELDORA GARDENS SUBDIVISION
 BID NUMBER: CAP-08-018-08-26

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									
							\$ -	\$ -	\$ -
				Total Roadway :			\$ -	\$ -	\$ -
(906) DRAINAGE									
402	171.00	171.00	LF	Trench Excavation Protection	\$ 10.00	\$ 10.00	\$ 1,710.00	\$ 0.00	\$ 1,710.00
464	153.00	153.00	LF	RCP (CLIII) (18")	\$ 48.00	\$ 48.00	\$ 7,344.00	\$ 0.00	\$ 7,344.00
465	3.00	3.00	LF	Mnhole (Ty A)	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00	\$ 0.00	\$ 6,750.00
529	2,462.00	2,462.00	CY	Concrete Curb & Gutter (Ty A) (Barrier)	\$ 9.75	\$ 9.75	\$ 24,004.50	\$ 0.00	\$ 24,004.50
530	166.20	223.63	SY	Driveways (Concrete)	\$ 65.00	\$ 65.00	\$ 10,803.00	\$ 3,862.95	\$ 14,665.95
				Total Drainage :			\$ 50,611.50	\$ 3,862.95	\$ 54,474.45
				TOTAL BASE AMOUNTS:			\$ 50,611.50	\$ 3,862.95	\$ 54,474.45

**Pool Of Professional Consultant To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources
CC REGULAR**

Date: 05/26/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Hidalgo County Professional Consultants "To Seek Funding and Assistance through Federal, State, Private Sector(s) and Other Sources" as available and permitted for the "Sheriff's Office" including but not limited to, the following projects:

1. Construction of a Second Substation;
2. New Communication System;
3. Implementation of Fixed & Remote Surveillance System for Hidalgo County;
4. Others as developed by Sheriff's Office

B. Requesting authority for the Purchasing Department to negotiate a professional consulting services contract with the number one ranked firm _____ for: Professional Consulting Services To Seek Funding and Assistance through Federal, State, Private Sector(s) and Other Sources as available and permitted for the "Sheriff's Office" through funding sources for the Sheriff's Office Project(s).

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

In the event the contract is negotiated on a "contingency" basis, then funding will be secured through awarded funding; if contract is negotiated a fee (paid from funds other than those secured) then DBM would need to identify funding for these services.

Attachments

Link: [Letter To Evaluators](#)

Link: [Pool](#)

Link: [EVALUATION GRID](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/21/2009 05:51 PM	APRV
2	Budget & Management	Rosie Cantu	05/22/2009 08:49 AM	APRV
3	Ivan Cantu	Ivan Cantu	05/22/2009 08:57 AM	APRV
4	Manuel Chapa	Manuel Chapa	05/22/2009 01:44 PM	APRV
5	Auditor's Office		05/22/2009 05:21 PM	NEW
Form Started By: Vangie Garcia			Started On: 05/19/2009 02:56 PM	
Final Approval Date: 05/22/2009				

MEMORANDUM
(THOROUGH REVIEW RECOMMENDED/REQUIRED)

TO: Honorable Sylvia Handy, Hidalgo County Precinct No 1
ATTN: **Joseph Palacios, Chief Administrator**

FROM: Vangie Y. Garcia, Contract's Manager For:
Martha L. Salazar, CCPB-Hidalgo County Purchasing Agent

DATE: May 18, 2009

SUBJECT: SOQ –Selection of Consultant-To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources For Sheriff's Office

Pursuant to action taken by Commissioners' Court on April 7, 2009, attached you will find firm responses for grading, scoring and evaluating from Hidalgo County's approved "Pool" of Professional Consulting Services To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources.

Enclosed are the firms responses with their qualifications as follow;

- a) Dos Logistics, Inc.
- b) Vazaldua & Associates
- c) Hollis Rutledge And Associates, Inc.
- d) TRPSA Attorneys At Law

We recommend that a close review of the RFP Packet be made so as to completely familiarize yourselves with the firms responses and qualifications. Scoring Sheets for each firm are provided. Please make any notations necessary to document your scores.

We remind you as instructed by Purchasing to complete the scoring sheets with any notations by Wednesday, May 19, 2009, 3:00 p.m. due to an agenda item being placed for Commissioners Court consideration for Tuesday, May 26, 2009.

All Firm's Packets must be returned to the Purchasing Department after completing the evaluations. The information contained is confidential and may not be reproduced or provided to any other third parties.

Thank you for your cooperation in this important matter. If you have any questions or require additional information, contact Martha L. Salazar or Vangie Y. Garcia, at (956) 292-7611 or 292-7000, ext 4856 respectively.

Enclosures

ACKNOWLEDGEMENT OF RECIEPT OF MEMO AND SOQ PACKET
Remit to: Martha L. Salazar or Vangie Y. Garcia- Hidalgo County Purchasing Department

Received by _____

Print Name/Title _____

Date _____

Re: SOQ –Hidalgo County-Selection of Professional Consulting Services To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources For Sheriff's Office

MEMORANDUM
(THOROUGH REVIEW RECOMMENDED/REQUIRED)

TO: Honorable Joe M. Flores, Hidalgo County Precinct No. 3

ATTN: **Mona Parras, Chief Administrator**

FROM: Vangie Y. Garcia, Contract's Manager For:
Martha L. Salazar, CCPB-Hidalgo County Purchasing Agent

DATE: May 18, 2009

SUBJECT: SOQ –Selection of Consultant-To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources For Sheriff's Office

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Print Name/Title _____

Date _____

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MEMORANDUM
(THOROUGH REVIEW RECOMMENDED/REQUIRED)

TO: Yvette Islas, Buyer II
Hidalgo County Purchasing Dept.

FROM: Vangie Y. Garcia, Contract's Manager For:
Martha L. Salazar, CCPB-Hidalgo County Purchasing Agent

DATE: May 18, 2009

SUBJECT: SOQ –Selection of Consultant-To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources For Sheriff's Office

Pursuant to action taken by Commissioners' Court on April 7, 2009 and as per Marty's directive, attached you will find firm responses for grading, scoring and evaluating from Hidalgo County's approved "Pool" of Professional Consulting Services To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources.

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Enclosures

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Remit to: Martha L. Salazar or Vangie Y. Garcia- Hidalgo County Purchasing Department

Received by

Print Name/Title

Date

Re: SOQ –Hidalgo County-Selection of Professional Consulting Services To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources For Sheriff's Office

MEMORANDUM
(THOROUGH REVIEW RECOMMENDED/REQUIRED)

TO: Olga Montero, Buyer II
Hidalgo County Purchasing Dept.

FROM: Vangie Y. Garcia, Contract's Manager For:
Martha L. Salazar, CCPB-Hidalgo County Purchasing Agent

DATE: May 18, 2009

SUBJECT: SOQ –Selection of Consultant-To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources For Sheriff's Office

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**HIDALGO COUNTY PURCHASING DEPARTMENT
RFP/Q – POOL**

**CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE,
FEDERAL AGENCIES, PRIVATE SECTOR(S) AND OTHER SOURCES**

DESCRIPTION OF RFP/Q
RFP/Q ACCEPTANCE DATE

MAY 21, 2008

QUALIFIED POOL ROSTER EFFECTIVE PERIOD: JUNE 17, 2008 – JUNE 16, 2009

NAME OF COMPANY		RFP/Q AREAS OF QUALIFICATIONS						
		BACKGROUND PROVIDED	EXPERIENCE	QUALIFICATIONS	PERFORMANCE/PERSONAL/STAFFING	OTHER	FEDERAL	STATE
1	VAZALDUA & ASSOCIATES	✓ Background Information Was Provided	✓ 18 Years Of Experience	✓	✓ Five (5) Staff	✓ County Forms	✓	✓
2	DOS LOGISTICS, INC.	✓ Background Information Was Provided	✓ 150 Years Of Total Combined Experience	✓	✓	✓ County Forms	✓	✓
3	HOLLIS RUTHEDGE & ASSOCIATES, INC.	✓ Background Information Was Provided	✓ 50 Years Total Combined Experience	✓	✓ Eight (8) Staff	✓ County Forms	✓	✓
4	TUGGEY ROSENTHAL PAUERSTEIN SANDOLOSKI AGATHER LLP	✓ Background Information Was Provided	✓ Established in 1993 – 3 Office Locations (San Antonio-Austin-Washington)	✓	✓ Forty-Five (45) Staff w/in Three (3) Office Locations Firm's Project Personnel Staff- Five (5)	✓ County Forms	✓	✓

EVALUATION/GRADING GRID

"POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL, STATE, PRIVATE SECTOR(S) AND OTHER SOURCES-SHERIFF'S OFFICE-CONSTRUCTION OF SECOND SUBSTATION, NEW COMMUNICATIONS SYSTEMS, IMPLEMENTATION OF FIXED AND REMOTE SURVEILLANCE SYSTEM PROJECTS"

EVALUATION CRITERIA	HOLLIS RUTLEDGE & ASSOC.				DOS LOGISTICS, INC.				TRPSA ATTORNEYS AT LAW				VAZALDUA & ASSOCIATE			
	GRADERS															
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
BACKGROUND: 1. Provides sufficient professional background 2. Provides references 3. Indicative of outstanding, or exceptional, performance required services for federal and state agencies, private sector(s) and other sources indicative of outstanding, or exceptional, performance required services for federal and state agencies, private sector(s) and other sources	15	15	14	15	15	15	14	13	15	15	13	15	15	14	14	13
COST: Provides the required turnkey services at a reasonable cost.	15	15	17	20	15	16	15	10	10	15	10	15	15	19	19	15
EXPERIENCE: 1. Experience in business/government relevant to federal and state agencies, private sector(s) and other sources 2. Experience in business/governmental relations and representation before federal and state agencies, private sector(s) and other sources 3. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations 4. Extent of experience	20	19	19	19	20	20	19	16	15	19	19	17	20	18	17	16
QUALIFICATIONS: 1. Met minimum of five (5) years of experience in federal and state agencies, private sector(s) and other sources 2. Met minimum of three (3) years of experience in grant and/or technical writing 3. Experience relevant to federal and state agencies, private sector(s) and other sources for funding	20	18	19	20	20	20	19	16	15	19	18	18	20	18	19	16

CAPACITY OF PERFORMANCCE 1. Met minimum of five (5) years of experience in federal and state agencies, private sector(s) and other sources 2. Met minimum of three (3) years of experience in grant and/or technical writing 3. Experience relevant to federal and state agencies, private sector(s) and other sources for funding																
	20	25	24	25	20	25	24	20	15	24	22	21	20	23	24	18
TOTAL	90	92	93	99	90	96	91	75	70	92	82	86	90	92	93	78
AVERAGE	93				88				82				88.25			
RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)																