AI-15846 **6.D.**

Claim of Erica L. Reyna

CC REGULAR

Date:	06/08/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Claim of Erica L. Reyna

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 03:36 PM	APRV
2	Auditor's Office		06/05/2009 08:33 AM	NEW
Form Started By: Monica Badillo			Started On: 06/03/2009 03:07 PM	
Final Approval Date: 06/05/2009				

AI-15850 **6.E.**

Claim of AT&T

CC REGULAR

Date:	06/08/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 03:37 PM	APRV
2	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Aida Alvarez — Started On: 06/03/2009 03:13 PM

Final Approval Date: 06/05/2009

AI-15847 **6.F.**

Claim of AT&T

CC REGULAR

Date:	06/08/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 03:36 PM	APRV
2	Auditor's Office		06/05/2009 08:33 AM	NEW
Form Started By: Aida Alvarez			Started On: 06/03/2009 03:09 PM	
Final Approval Date: 06/05/2009				

AI-15855 **7.D.**

Claim of Erica L. Reyna

CC REGULAR

Date:	06/08/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Claim of Erica L. Reyna

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/04/2009 08:20 AM	APRV
2	Auditor's Office		06/05/2009 08:33 AM	NEW
Form Started By: Monica Badillo			Started On: 06/03/2009 04:05 PM	
Final Approval Date: 06/05/2009				

AI-15851 **7.E.**

Claim of AT&T

CC REGULAR

Date:	06/08/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 03:37 PM	APRV
2	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Aida Alvarez — Started On: 06/03/2009 03:15 PM

Final Approval Date: 06/05/2009

AI-15848 **7.F.**

Claim of AT&T

CC REGULAR

Date:	06/08/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 03:37 PM	APRV
2	Auditor's Office		06/05/2009 08:33 AM	NEW
Form Started By: Aida Alvarez			Started On: 06/03/2009 03:11 PM	
Final Approval Date: 06/05/2009				

AI-15784 **10.B.**

457 Hardship Plan wd

CC REGULAR

Date:	06/08/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan Hardship withdrawal request for employee #107727

BACKGROUND

Fiscal Impact

Attachments

Link: form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/02/2009 09:42 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/02/2009 03:55 PM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW
Form Started By: Monica Badillo			Started On: 06/01/2009 03:29 PM	
Final Approval Date: 06/05/2009				

Employee #107127

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 SAVings Plan

Participant Name [redacted] upe Ga[redacted]

Address 35[redacted] Mcalle[redacted]

Social Security [redacted] Daytime Phone No. [redacted]

SECTION I - Ha[redacted]

I understand that t[redacted] ue to financial hardship the withdrawal is r[redacted] heavy financial need. distributions, other [redacted] rdship, and all other na[redacted] me under the Plan [redacted] by the Company. I understand that this withdrawal will be taxable as ordinary [redacted] I receive it. In addition, a 10% penalty tax will apply unless I am at least [redacted] years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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

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

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

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

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? _____ If so what was the amount taken $_____

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

PARTICIPANT SIGNATURE X José García Date 05-28-09

SECTION II - Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III - Distribution Procedure

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

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

AI-15845 **10.C.1.**

Settlement Check from Endeavor General Ins. Agency

CC REGULAR

Date:	06/08/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office **Purchasing only:** Safety Division

Information

CAPTION

Approval to accept settlement checks from Endeavor General Insurance Agency in the amounts of $2,491.32 & $125.00 for an auto accident with County vehicle (Sheriff Office).

BACKGROUND

DOL: 04/21/09
Auto Accident
Acct #: 9-1100-360-00-000-05-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 03:35 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	06/04/2009 09:06 AM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW
Form Started By: Aida Alvarez			Started On: 06/03/2009 02:59 PM	
Final Approval Date: 06/05/2009				

AI-15843 **11.B.**

Report - UPL Program

CC REGULAR

Date:	06/08/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Eddie Olivarez
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Discussion and possible action related to Upper Payment Limit (UPL) Program

BACKGROUND

Hospitals representatives will be present.

(no back up information)

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 03:33 PM	APRV
2	Manuel Chapa	Manuel Chapa	06/03/2009 03:50 PM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW
Form Started By: Monica Badillo			Started On: 06/03/2009 02:51 PM	
Final Approval Date: 06/05/2009				

AI-15815 **11.C.**

Claim for fuel

CC REGULAR

Date:	06/08/2009
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Presentation for discussion, consideration and approval of claim from Fernando Martinez in the amount of $23.52 (Invoice #141981) for fuel purchased on May 19, 2009 for the HD-13 county truck with authority for county auditor to issue payment after review, audit and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-441-00-340-001-0-626

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

BUDGETARY IMPACT:

Available balance as of 6-3-09 $27,086.84

Attachments

Link: Fernando-Claim

Link: Purchase affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 08:33 AM	APRV
2	Manuel Chapa	Manuel Chapa	06/03/2009 03:42 PM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Josie Escalante — Started On: 06/02/2009 05:17 PM

Final Approval Date: 06/05/2009

Hidalgo County Health and Human Services Department

1304 S. 25th • Edinburg Tx 78542

956-383-6221 • 956-383-8864

Ivan Melendez, M.D.,M.B.A.
Health Authority/Chief Physician

Eduardo Olivarez
Chief Administrative Officer

MEMORANDUM

Date: ***May 21, 2009***

To: ***Whom it may concern***

From: ***Fernando Martinez***

Thru:

Subject: ***Gas reciept***

This is just to explain the incident that happened on May 19, 2009 while filling up vehicle for Hidalgo County. While filling up county vehicle I accidentally swiped my debit card, but for some reason I was not able to cancel transaction at the pump. When I buzzed attendant, she turned on pump on instead of canceling the transaction, fearing some else would drive up and fill their vehicle up I decided to fill the county vehicle with gas and then I would pay inside with the fuel man card, only to find out that I cannot do that. (The card was rejected even though it asked for Driver ID and odometer reading). Having a full tank of gas and the fuel man card not being accepted I had to pay it with my debit card.

I have attached an affidavit and receipt regarding this event.

Thanks for your understanding.

Transaction ID:	141981
Date:	05/19/2009
Amount:	$23.52
Store:	Stripes #2216
Address:	3509 Raul Longoria Rd. Edinburg TX 78542
Vehicle:	HD-13; Plate 820-516

Travel LOG for HD13
License Plate 820-516

Date	From	To	Start Miles	End Miles	Purpose	Driver
3-17-2009	CO	Weslaco/PCH	78876	78918	Printer install	FM
3-18-2009	CO	McAllen	78918	78936	printer/fax	BH
3-[illegible]-2009	CO	Edinburg CL.	78936	78942	Container	FM
3-23-2009	CO	McAllen/Elsa	78942	78984	PC swap	FM
3-24-2009	CO	Elsa	78984	79007	Screen	FM
3-25-2009	CO	McAllen/Elsa	79007	79099	Toner, cables	FM
3-26-2009	CO	PCT 3 MS	79099	79092	Computer	FM
3-26-2009	CO	Pharr C	79092	79106	Dymo Printer	FM
3-31-2009	CO	Miss Hospital, Pharr-Clinic	79106	79140	Lines	FM
4-2-2009	CO	Edinburg Clinic/PCH	79140	79204	fax	FM
4-6-2009	CO	Edinburg Clinic/Constr.	79299	79237	construction	FM
4-7-2009	CO	Mission CL / Hospital	79237	79290	phones	FM
4-14-2009	CO	Edinburg/Mis/Pha	79290	79380	phones	FM
4-21-2009	CO	Edinburg	79375	79410	faceplate	BH
4-22-2009	CO	McAllen	79410	79428	time clocks	FM
4-23-2009	CO	Hid, Miss,	79428	79472	Time clock	FM
4-24-2009	CO	McAll, Pharr, Edi, Elsa	79427	79539	Time clock	FM
4-29-2009	CO	PCT 3 - PCT 1	79539	79622	Time clock	FM
5-5-2009	CO	Elsa / Weslaco	79627	79676	Phone / LCD	FM
5-6-2009	CO	Ed. / Elsa / Weslaco	79676	79741	Lan cables	FM
5-11-2009	CO	Mission/Dr. Ren	79741	79786	Pc mission / Replace PC	FM
5-12-2009	CO	Ed. / Pharr / Dr Ren	79786	79810	Repairs	FM
5-15-2009	CO	Weslaco	79810	79856	Router	FM
5-18-2009	CO	Pharr / McAllen / Ed.	79856	79896	Scanner-Screens	FM
5-19-2009	CO	Weslaco	79896	79940	Scanner	FM
5-20-2009	CO	McAllen/Mission	79940	79990	Scanner	FM

Stripes # 2216
3509 Raul Longoria Rd.
EDINBURG, TX
956-316-4728

TP48612261-001 STRIPES # 2216
3509 S RAUL LONGOR
EDINBURG TX 78

HP-13 PL-820516
Driver ID - 085898

Descr.	qty	amount
<CUSTOMER COPY>		
UNLD CA #02	10.896G	23.5
SELF @ 2.159/ G		
Subtotal		23.52
Tax		0.0
TOTAL		**23.52**
DEBIT $		23.52

ODometer - 79937

CARD TYPE: DEBIT
CARD NAME:
ACCT NUMBER: XXXXXXXXXXXX1826
TRANS TYPE: SALE
APPROVAL: 227899
INVOICE: 141981

PPROVED 227899
****

THANKS, COME AGAIN
2216 TILL XXXX DR# 1 TRAN# 1020319
: CYNTHIA GONZALES 05/19/09

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Fernando Martinez, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
141981	5-19-2009	$23.52	Stripes #2216
TOTAL		$23.52	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: Fernando Martinez
PERSON MAKING PURCHASE

Before me Nora Gonzalez, a Notary Public, appeared Fernando Martinez and on h__ oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H_ / S___ further stated h_ / s___ requested payment of the same.

(SEAL)

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NORA GONZALEZ
Notary Public, State of Texas
My Commission Expires
JAN. 10, 2011

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

AI-15801 **12.A.**

Approval of the 2009 Interlocal Cooperation Agreements
CC REGULAR

Date:	06/08/2009
Submitted By:	Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For:	A.A. Tony Pena, Jr.
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	Emergency Services Division

Information

CAPTION

Fire Marshal's Office:
Discussion and approval of the following 2009 Interlocal Cooperation Agreements:

1. Alton Fire Department (2 Originals)
2. Linn-San Manuel Fire Department
3. Mission Fire Department
4. Monte Alto Fire Department
5. San Juan Fire Department
6. Weslaco Fire Department

BACKGROUND

2009 Rural Emergency Services Interlocal Cooperative Agreement approved by CC 04/28/09 (AI-15198)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-422-20-300-0XX-0-841

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

BUDGETARY IMPACT:

Please see attached expenditure summary for available balances as of 06/03/09.

Attachments

Link: Alton Contract
Link: Linn-San Manuel Contract
Link: Mission Contract
Link: Monte Alto Contract
Link: San Juan Contract
Link: Weslaco Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 01:52 PM	APRV

2	Roland Garcia	Rolando Garcia	06/04/2009 09:27 AM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Yolanda Orozco Started On: 06/02/2009 12:00 PM

Final Approval Date: 06/05/2009

HIDALGO COUNTY

JUN 1 2009

FIRE MARSHAL'S OFFICE

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 18 day of May, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Alton, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 2009.

City/Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2009.

1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract by written notification, sixty (60) days prior to cancellation.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 **AUTHORIZED BURNING** – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 **BEE ATTACK** – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 **CATEGORY** – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 **COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 **CITY/ENTITY** - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers, and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 **EMERGENCY SERVICES** – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.

2.7 **FIRE DEPARTMENT** - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 **COUNTY FIRE INVESTIGATORS** – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 **DEPUTY FIRE MARSHAL** – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity. electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm – The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 MUTUAL AID – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY CITY – the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a City/Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the City/Entity within the rural areas of the County, wherein the respective City/Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary City/Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY CITY – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the City/Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the City/Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category, unless they fall under the auspices of Section 4.a.1. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any petroleum based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding City/Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

3.0 CITY/ENTITY RESPONSIBILITIES

3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections
d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI (CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 FIREFIGHTING (as primary department)
.2 HAZARDOUS MATERIALS INCIDENT
.3 MASS CASUALTY
.4 RESCUE CALLS
.5 VEHICLE FIRE
.6 VEHICULAR EXTRICATION
.7 PUBLIC WORKS RESPONSE
.8 REGIONAL MEDICAL RESPONSE TEAM
.9 SECONDARY CITY/ENTITY (in place of primary department.)
.10 SPECIAL SITUATIONS

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for·

.1 UNAUTHORIZED BURNING
.2 AUTHORIZED BURNING
.3 MEDICAL CALL
.4 MUTUAL AID

6.1.4.III CATEGORY III. A Rate of $ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 WASH DOWN
.2 RECOVERY CALL - BODY
.3 BEE ATTACK
.4 PETROLEUM BASED INCIDENT STANDBY
.5 WIRELINE INCIDENTS
.6 LAW ENFORCEMENT ASSISTANCE

6.1.4.IV. CATEGORY IV. At a rate of $ 275.00 per incident, as so stated, shall apply, during the term of this contract.

.1 TRAFFIC CONTROL
.2 LANDING ZONE

6.1.4.V. CATEGORY V. At a rate of $125.00 per incident, as so stated, shall apply, during the term of this contract.

.1 FALSE ALARM CALL

.2 GOOD INTENT CALLS

.3 SERVICE CALLS

CATEGORY VI – *This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.2 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.

9.3 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 indirectly 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.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City/Entity City of Alton
509 S. Alton Blvd
Alton, Texas 78573

If to County: County of Hidalgo

J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 ADDITIONAL DOCUMENTS. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

9.9 GENDER and NUMBER. 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.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. 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.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties signatures are executed.

CITY OF

By: _____ Date 5/18/09

ATTEST:

_____

City Secretary

CITY OF ALTON
ALTON, TEXAS

COUNTY OF HIDALGO

_____ _____

J.D. Salinas, III – County Judge Date

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

_____

Antonio Mendoza
Hidalgo County District Attorney's Office

County of Hidalgo

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE: _____ ALARM TIME: _____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED: _____ SITIUATION FOUND: _____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____

____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

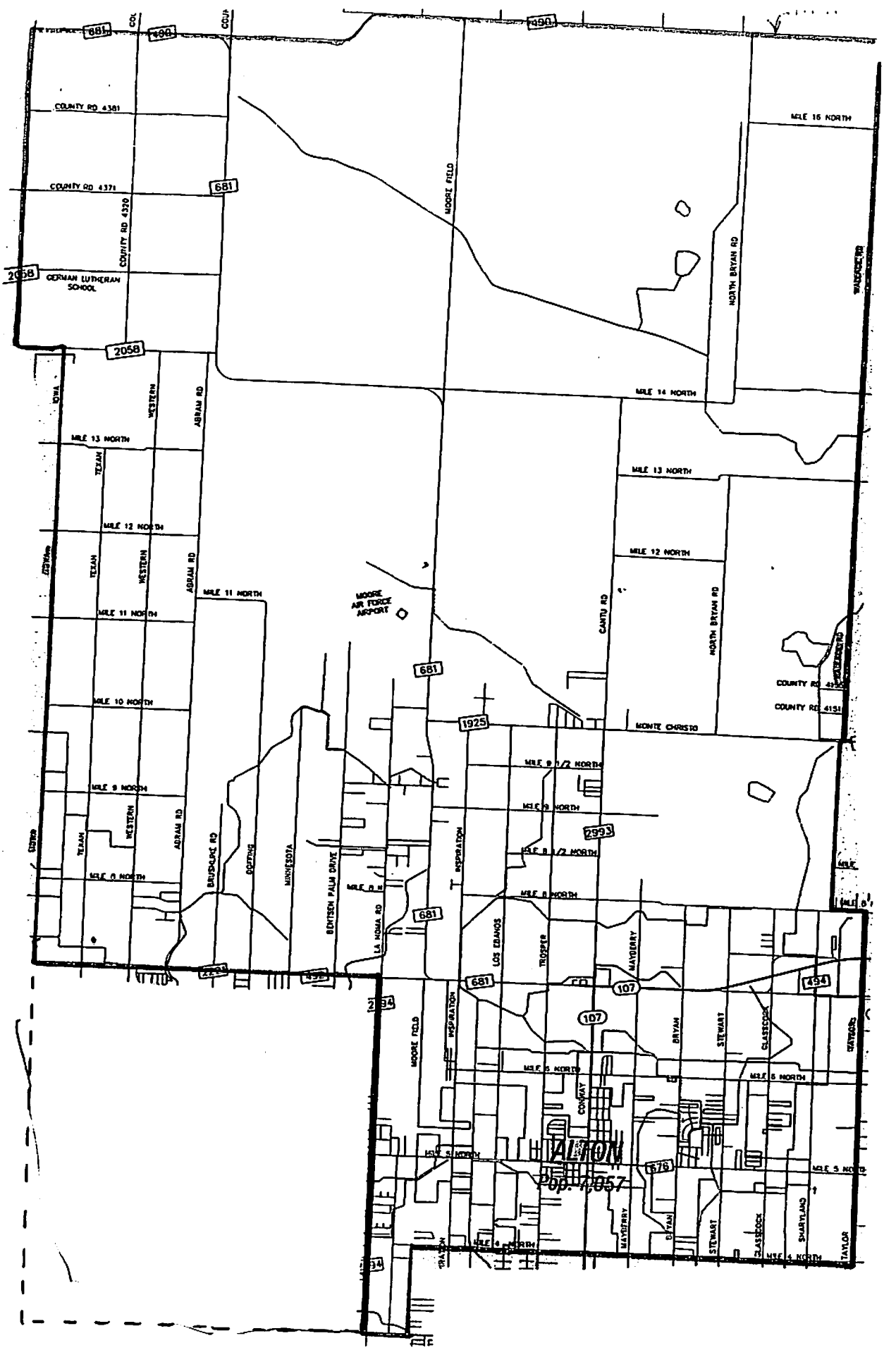
OF PERSONNEL: _____ MILEAGE (ROUND TRIP): _____ ADVISED OUNTY FIRE MARSHAL: YES ____ NO: ____

OFFICER IN CHARGE: _____ MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

HCFMO Approval Amount: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00


681
490
COUNTY RD 4381
COUNTY RD 4371
COUNTY RD 4320
2058
GERMAN LUTHERAN SCHOOL
MILE 16 NORTH
MOORE FIELD
NORTH BRYAN RD
MILE 14 NORTH
MILE 13 NORTH
MILE 12 NORTH
MILE 11 NORTH
MILE 10 NORTH
MILE 9 NORTH
MILE 8 NORTH
ABRAM RD
WESTERN
TEXAN
IOWA
MOORE AIR FORCE AIRPORT
CANTU RD
MONTE CHRISTO
1925
2993
BRUSHLINE RD
DOPTING
MINNESOTA
BENTSEN PALM DRIVE
LA HOMA RD
INSPIRATION
LOS EBANOS
TROPPER
MAYDERRY
107
494
BRYAN
STEWART
CLASSCOCK
SHARYLAND
TAYLOR
CONWAY
ALTON
Pop. 7,057
576

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 28th day of May, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Linn-San Manuel EXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 2009.

City/Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2009.

1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract by written notification, sixty (60) days prior to cancellation.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 AUTHORIZED BURNING – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted.International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 CITY/ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers, and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 EMERGENCY SERVICES – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.

2.7 FIRE DEPARTMENT - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 DEPUTY FIRE MARSHAL – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm – The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 MUTUAL AID – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

2.28 **NIMS** – National Incident Management System

2.29 **OPERATIONAL PERIOD** – 12 hour standard as recognized by the National Incident Management system.

2.30 **PETROLEUM BASED INCIDENT** – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 **PETROLEUM BASED INCIDENT STANDBY** – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 **PRIMARY CITY** – the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

2.33 **PUBLIC WORKS RESPONSE** – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 **RECOVERY CALL – Body** - Any recovery of a drowning victim from any body of water.

2.35 **REIMBURSEMENT PLAN** – method by which a City/Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 **REGIONAL MEDICAL RESPONSE TEAM** – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 **RESCUE CALLS** – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 **RESPONSE AREA** – the geographical area assigned to the City/Entity within the rural areas of the County, wherein the respective City/Entity would be responsible for primary response to an emergency call for service.

2.39 **RUBBISH** – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary City/Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY CITY – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the City/Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the City/Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category, unless they fall under the auspices of Section 4.a.1. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any petroleum based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding City/Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

3.0 CITY/ENTITY RESPONSIBILITIES

3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections
d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI (CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 FIREFIGHTING (as primary department)
.2 HAZARDOUS MATERIALS INCIDENT
.3 MASS CASUALTY
.4 RESCUE CALLS
.5 VEHICLE FIRE
.6 VEHICULAR EXTRICATION
.7 PUBLIC WORKS RESPONSE
.8 REGIONAL MEDICAL RESPONSE TEAM
.9 SECONDARY CITY/ENTITY (in place of primary department.)
.10 SPECIAL SITUATIONS

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 UNAUTHORIZED BURNING
.2 AUTHORIZED BURNING
.3 MEDICAL CALL
.4 MUTUAL AID

6.1.4.III CATEGORY III. A Rate of $ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 WASH DOWN
.2 RECOVERY CALL - BODY
.3 BEE ATTACK
.4 PETROLEUM BASED INCIDENT STANDBY
.5 WIRELINE INCIDENTS
.6 LAW ENFORCEMENT ASSISTANCE

6.1.4.IV. CATEGORY IV. At a rate of $ 275.00 per incident, as so stated, shall apply, during the term of this contract.

.1 TRAFFIC CONTROL
.2 LANDING ZONE

6.1.4.V. CATEGORY V. At a rate of $125.00 per incident, as so stated, shall apply, during the term of this contract.

.1 FALSE ALARM CALL

.2 GOOD INTENT CALLS

.3 SERVICE CALLS

CATEGORY VI – *This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.2 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.

9.3 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 indirectly 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.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City/Entity Linn-San Manuel VFD
P.O. Box 72
Linn, Texas 78563

If to County: County of Hidalgo

J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 ADDITIONAL DOCUMENTS. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

9.9 GENDER and NUMBER. 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.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. 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.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties signatures are executed.

CITY OF

Linn-San Manuel VFD
By:

May 28, 2009
Date

ATTEST:

Susan A. Hinojosa, Ed. D
~~City Secretary~~
Board President

COUNTY OF HIDALGO

_____
J.D. Salinas, III – County Judge

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved as to Form:

_____
Antonio Mendoza
Hidalgo County District Attorney's Office

County of Hidalgo

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE: _____ ALARM TIME: _____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED: _____ SITIUATION FOUND: _____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____

____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

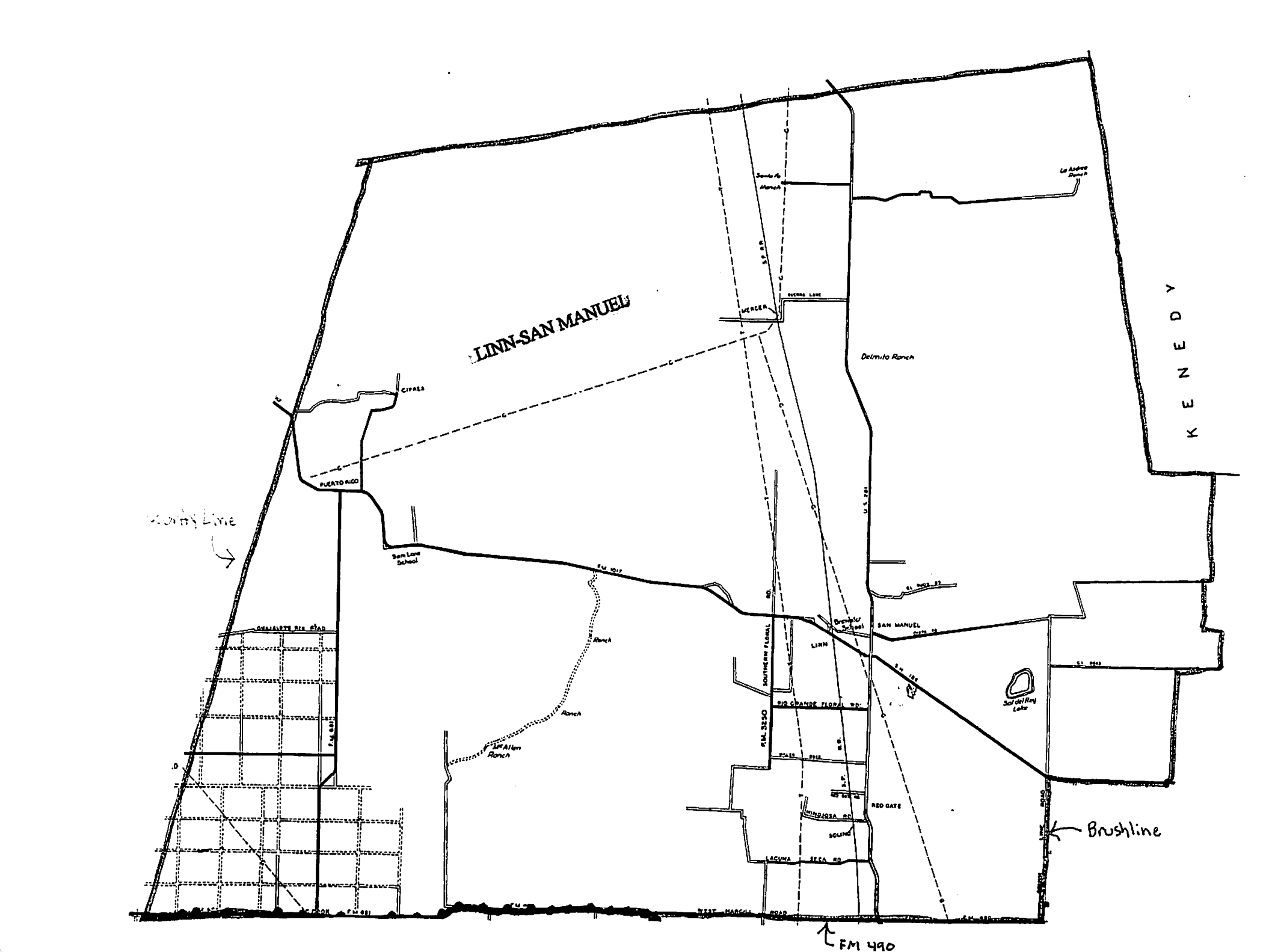
OF PERSONNEL: _____ MILEAGE (ROUND TRIP): _____ ADVISED OUNTY FIRE MARSHAL: YES ____ NO: ____

OFFICER IN CHARGE: _____ MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____

FIRE CHIEF

REIMBURSEMENT REQUESTED:	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00
HCFMO Approval Amount :	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00


LINN-SAN MANUEL
KENEDY
County Line
Brushline
FM 490
Delmito Ranch
PUERTO RICO
CIPRES
MERCER
SAN MANUEL
LINN
RED GATE
SOLIMO
LACUNA SECA RD
WINDROSA RD
RIO GRANDE FLORAL RD
SOUTHERN FLORAL
FM 3250
U.S. 281
WEST MARGIL ROAD
Sol del Rey Lake
Ranch
Ranch
Ranch

Interlocal Cooperation Agreement between Mission and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 28 day of April 2009 by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Mission, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 2009.

City/Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2009.

1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract by written notification, sixty (60) days prior to cancellation.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 **AUTHORIZED BURNING** – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 **BEE ATTACK** – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 **CATEGORY** – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 **COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 **CITY/ENTITY** - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers, and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 **EMERGENCY SERVICES** – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.

2.7 **FIRE DEPARTMENT** - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 **COUNTY FIRE INVESTIGATORS** – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 **DEPUTY FIRE MARSHAL** – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm – The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 MUTUAL AID – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management System.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY CITY – the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a City/Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the City/Entity within the rural areas of the County, wherein the respective City/Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary City/Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY CITY – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the City/Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the City/Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category, unless they fall under the auspices of Section 4.a.1. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 **VEHICLE** – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 **VEHICULAR ACCIDENT** – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 **VEHICULAR EXTRICATION** – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 **VEHICLE FIRE** – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 **VEHICULAR** – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 **WASH DOWN** – Any petroleum based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 **WILDLAND FIRE** - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

2.56 **WIRELINE INCIDENTS** – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding City/Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

3.0 CITY/ENTITY RESPONSIBILITIES

3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections
d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 INVESTIGATIONS

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 FIRE PREVENTION

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 ADMINISTER RURAL EMERGENCY SERVICES CONTRACT

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 RESPONSE

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI (CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 FIREFIGHTING (as primary department)
.2 HAZARDOUS MATERIALS INCIDENT
.3 MASS CASUALTY
.4 RESCUE CALLS
.5 VEHICLE FIRE
.6 VEHICULAR EXTRICATION
.7 PUBLIC WORKS RESPONSE
.8 REGIONAL MEDICAL RESPONSE TEAM
.9 SECONDARY CITY/ENTITY (in place of primary department.)
.10 SPECIAL SITUATIONS

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 UNAUTHORIZED BURNING
.2 AUTHORIZED BURNING
.3 MEDICAL CALL
.4 MUTUAL AID

6.1.4.III CATEGORY III. A Rate of $ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 WASH DOWN
.2 RECOVERY CALL - BODY
.3 BEE ATTACK
.4 PETROLEUM BASED INCIDENT STANDBY
.5 WIRELINE INCIDENTS
.6 LAW ENFORCEMENT ASSISTANCE

6.1.4.IV. CATEGORY IV. At a rate of $ 275.00 per incident, as so stated, shall apply, during the term of this contract.

.1 TRAFFIC CONTROL
.2 LANDING ZONE

6.1.4.V. CATEGORY V. At a rate of $125.00 per incident, as so stated, shall apply, during the term of this contract.

.1 FALSE ALARM CALL

.2 GOOD INTENT CALLS

.3 SERVICE CALLS

CATEGORY VI – *This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.2 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.

9.3 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 indirectly 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.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City/Entity City of Mission
Mayor Norberto Salinas
1201 E. 8th St.
Mission, Texas 78572

If to County: County of Hidalgo

J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 ADDITIONAL DOCUMENTS. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

9.9 GENDER and NUMBER. 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.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. 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.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties signatures are executed.

CITY OF MISSION

By: Norberto Salinas, Mayor

May 26, 2009
Date

ATTEST:

Anna Carrillo
City Secretary

CITY OF MISSION, TEXAS

COUNTY OF HIDALGO

J.D. Salinas, III – County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Antonio Mendoza
Hidalgo County District Attorney's Office

County of Hidalgo

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE: _____ ALARM TIME: _____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED: _____ SITIUATION FOUND: _____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____

____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

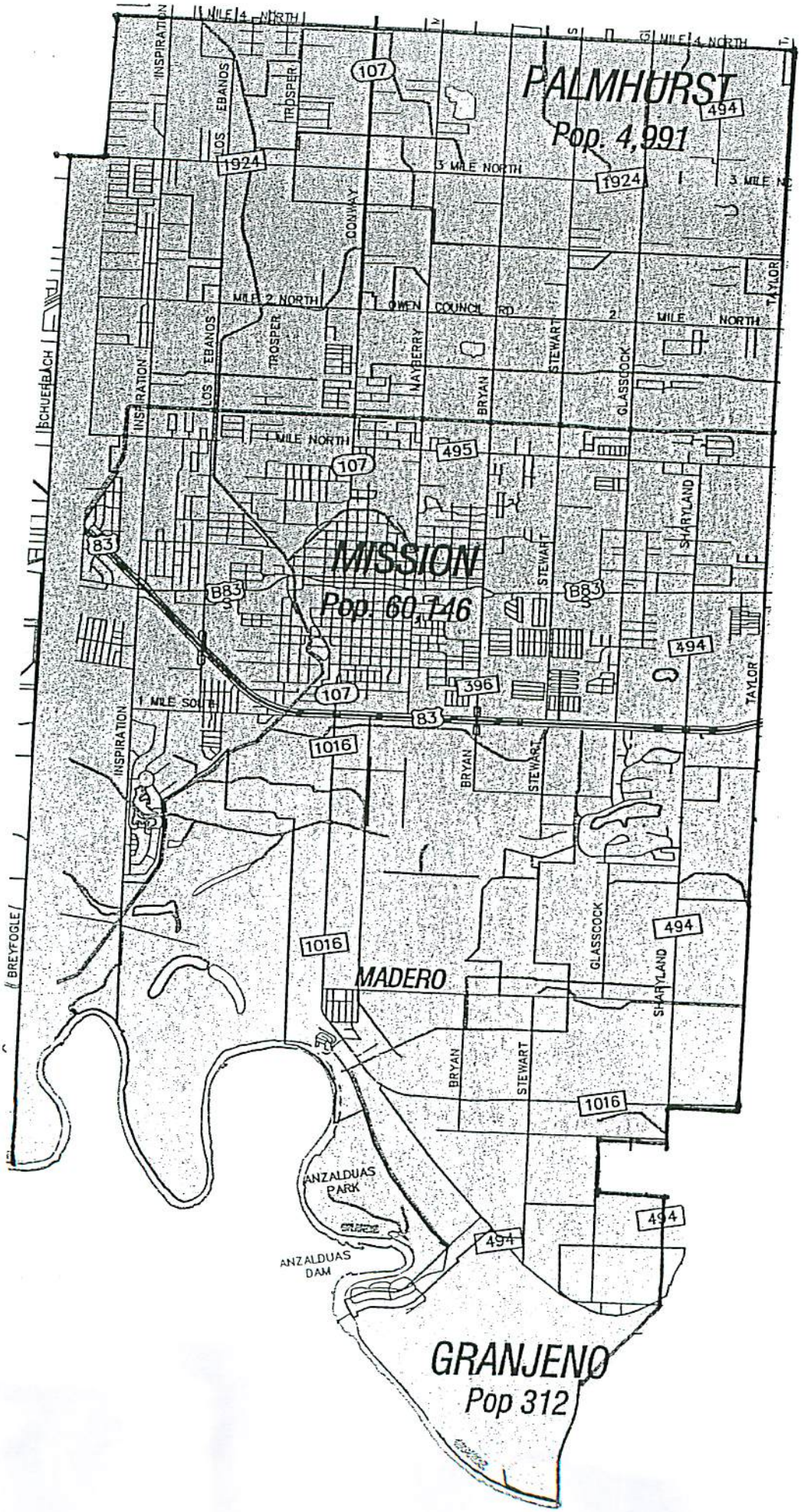
OF PERSONNEL: _____ MILEAGE (ROUND TRIP): _____ ADVISED OUNTY FIRE MARSHAL: YES ____ NO: ____

OFFICER IN CHARGE: _____ MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____

FIRE CHIEF

REIMBURSEMENT REQUESTED:	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00
HCFMO Approval Amount :	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00


PALMHURST
Pop. 4,991
MISSION
Pop. 60,746
MADERO
GRANJENO
Pop 312
ANZALDUAS PARK
ANZALDUAS DAM
1 MILE NORTH
2 MILE NORTH
3 MILE NORTH
4 MILE NORTH
1 MILE SOUTH
INSPIRATION
LOS EBANOS
TROSPER
CONWAY
OWEN COUNCIL RD
NAYBERRY
BRYAN
STEWART
GLASSCOCK
SHARYLAND
TAYLOR
SCHUERBACH
BREYFOGLE
107
1924
494
495
83
B83
396
1016

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 28 day of April 2009, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Monte Alto, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 2009.

City/Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2009.

1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract by written notification, sixty (60) days prior to cancellation.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 **AUTHORIZED BURNING** – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 **BEE ATTACK** – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 **CATEGORY** – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 **COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 **CITY/ENTITY** - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers, and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 EMERGENCY SERVICES – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.

2.7 FIRE DEPARTMENT - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 DEPUTY FIRE MARSHAL – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm – The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 MUTUAL AID – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

2.28 **NIMS** – National Incident Management System

2.29 **OPERATIONAL PERIOD** – 12 hour standard as recognized by the National Incident Management system.

2.30 **PETROLEUM BASED INCIDENT** – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 **PETROLEUM BASED INCIDENT STANDBY** – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 **PRIMARY CITY** – the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

2.33 **PUBLIC WORKS RESPONSE** – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 **RECOVERY CALL – Body** - Any recovery of a drowning victim from any body of water.

2.35 **REIMBURSEMENT PLAN** – method by which a City/Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 **REGIONAL MEDICAL RESPONSE TEAM** – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 **RESCUE CALLS** – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 **RESPONSE AREA** – the geographical area assigned to the City/Entity within the rural areas of the County, wherein the respective City/Entity would be responsible for primary response to an emergency call for service.

2.39 **RUBBISH** – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 **RURAL AREA** – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 **RURAL RESPONSE DISTRICT** – The area designated for the respective Primary City/Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 **SEARCH and RESCUE CALLS** – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 **SECONDARY CITY** – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 **SERVICE CALLS** – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

2.45 **SPECIAL SITUATIONS** – Any situation in which the City/Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the City/Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 **STRUCTURE** – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

2.47 **TRAFFIC CONTROL** – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 **UNAUTHORIZED BURNING** – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category, unless they fall under the auspices of Section 4.a.1. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any petroleum based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding City/Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

3.0 CITY/ENTITY RESPONSIBILITIES

3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections
d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI (CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. CATEGORY I. **A rate of 1000.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING** (as primary department)
.2 **HAZARDOUS MATERIALS INCIDENT**
.3 **MASS CASUALTY**
.4 **RESCUE CALLS**
.5 **VEHICLE FIRE**
.6 **VEHICULAR EXTRICATION**
.7 **PUBLIC WORKS RESPONSE**
.8 **REGIONAL MEDICAL RESPONSE TEAM**
.9 **SECONDARY CITY/ENTITY** (in place of primary department.)
.10 **SPECIAL SITUATIONS**

6.1.4.II. CATEGORY II. **A rate of 600.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **UNAUTHORIZED BURNING**
.2 **AUTHORIZED BURNING**
.3 **MEDICAL CALL**
.4 **MUTUAL AID**

6.1.4.III CATEGORY III. **A Rate of $ 425.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**
.2 **RECOVERY CALL - BODY**
.3 **BEE ATTACK**
.4 **PETROLEUM BASED INCIDENT STANDBY**
.5 **WIRELINE INCIDENTS**
.6 **LAW ENFORCEMENT ASSISTANCE**

6.1.4.IV. **CATEGORY IV.** At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **TRAFFIC CONTROL**
.2 **LANDING ZONE**

6.1.4.V. CATEGORY V. At a rate of $125.00 per incident, as so stated, shall apply, during the term of this contract.

.1 FALSE ALARM CALL

.2 GOOD INTENT CALLS

.3 SERVICE CALLS

CATEGORY VI – *This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.2 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.

9.3 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 indirectly 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.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City/Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo

J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 ADDITIONAL DOCUMENTS. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

9.9 GENDER and NUMBER. 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.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. 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.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties signatures are executed.

CITY OF Monte Alto, Tesas

David Garcia, Fire Chief

By:

May 21, 2009

Date

ATTEST:

Irma Gonzalez

City Secretary

COUNTY OF HIDALGO

J.D. Salinas, III – County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Antonio Mendoza
Hidalgo County District Attorney's Office

County of Hidalgo

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ALARM TIME :_____ARRIVAL TIME: _____DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND: _____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____

____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

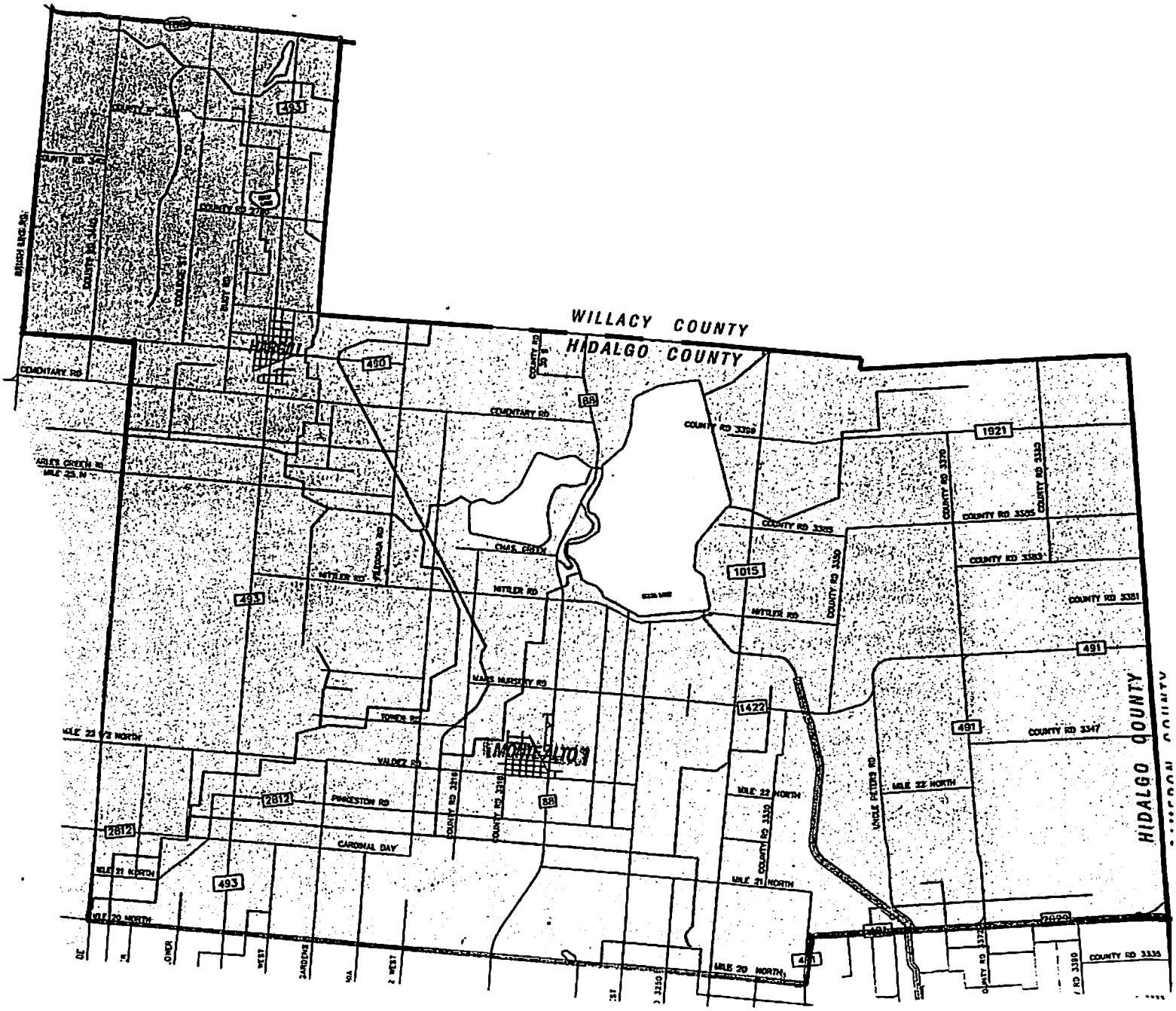
UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED OUNTY FIRE MARSHAL: YES ____ NO: ____

OFFICER IN CHARGE: _____MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED:	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00
HCFMO Approval Amount :	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00


WILLACY COUNTY
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COMENTARY RD
COMENTARY RD
COUNTY RD 3358
COUNTY RD 3376
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COUNTY RD 3339
COUNTY RD 3335
COUNTY RD 3330
COUNTY RD 3316
COUNTY RD 3315
OMS CANAL
MITTLER RD
MITTLER RD
MITTLER RD
MAAS NURSERY RD
TOWER RD
VALDEZ RD
PINKERTON RD
CARDINAL DAY
MILE 25 N
MILE 22 1/2 NORTH
MILE 22 NORTH
MILE 21 NORTH
MILE 20 NORTH
UNCLE PETERS RD
ALAMO
MONTE ALTO

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 26 day of May, 2009, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of SAN JUAN, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 26th day of MAY, 2009.

City/Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on 05/26/09, and shall terminate on December 31, 2009.

1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract by written notification, sixty (60) days prior to cancellation.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

HIDALGO COUNTY

JUN 1 2009

FIRE MARSHAL'S OFFICE

2.0 DEFINITIONS

2.1 **AUTHORIZED BURNING** – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 **BEE ATTACK** – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 **CATEGORY** – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 **COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 **CITY/ENTITY** - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers, and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 **EMERGENCY SERVICES** – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.

2.7 **FIRE DEPARTMENT** - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 **COUNTY FIRE INVESTIGATORS** – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 **DEPUTY FIRE MARSHAL** – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm – The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 MUTUAL AID – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

2.28 **NIMS** – National Incident Management System

2.29 **OPERATIONAL PERIOD** – 12 hour standard as recognized by the National Incident Management system.

2.30 **PETROLEUM BASED INCIDENT** – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 **PETROLEUM BASED INCIDENT STANDBY** – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 **PRIMARY CITY** – the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

2.33 **PUBLIC WORKS RESPONSE** – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 **RECOVERY CALL – Body** - Any recovery of a drowning victim from any body of water.

2.35 **REIMBURSEMENT PLAN** – method by which a City/Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 **REGIONAL MEDICAL RESPONSE TEAM** – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 **RESCUE CALLS** – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 **RESPONSE AREA** – the geographical area assigned to the City/Entity within the rural areas of the County, wherein the respective City/Entity would be responsible for primary response to an emergency call for service.

2.39 **RUBBISH** – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 **RURAL AREA** – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 **RURAL RESPONSE DISTRICT** – The area designated for the respective Primary City/Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 **SEARCH and RESCUE CALLS** – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 **SECONDARY CITY** – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 **SERVICE CALLS** – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

2.45 **SPECIAL SITUATIONS** – Any situation in which the City/Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the City/Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 **STRUCTURE** – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

2.47 **TRAFFIC CONTROL** – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 **UNAUTHORIZED BURNING** – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category, unless they fall under the auspices of Section 4.a.1. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any petroleum based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding City/Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

3.0 CITY/ENTITY RESPONSIBILITIES

3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections
d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI (CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING** (as primary department)
.2 **HAZARDOUS MATERIALS INCIDENT**
.3 **MASS CASUALTY**
.4 **RESCUE CALLS**
.5 **VEHICLE FIRE**
.6 **VEHICULAR EXTRICATION**
.7 **PUBLIC WORKS RESPONSE**
.8 **REGIONAL MEDICAL RESPONSE TEAM**
.9 **SECONDARY CITY/ENTITY** (in place of primary department.)
.10 **SPECIAL SITUATIONS**

6.1.4.II. CATEGORY II. **A rate of 600.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **UNAUTHORIZED BURNING**
.2 **AUTHORIZED BURNING**
.3 **MEDICAL CALL**
.4 **MUTUAL AID**

6.1.4.III CATEGORY III. **A Rate of $ 425.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**
.2 **RECOVERY CALL - BODY**
.3 **BEE ATTACK**
.4 **PETROLEUM BASED INCIDENT STANDBY**
.5 **WIRELINE INCIDENTS**
.6 **LAW ENFORCEMENT ASSISTANCE**

6.1.4.IV. CATEGORY IV. At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **TRAFFIC CONTROL**
.2 **LANDING ZONE**

6.1.4.V. CATEGORY V. At a rate of $125.00 per incident, as so stated, shall apply, during the term of this contract.

.1 FALSE ALARM CALL

.2 GOOD INTENT CALLS

.3 SERVICE CALLS

CATEGORY VI – *This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.2 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.

9.3 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 indirectly 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.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City/Entity CITY OF SAN JUAN

709 S. NEBRASKA

SAN JUAN, TEXAS, Texas 78589

If to County: County of Hidalgo

J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 ADDITIONAL DOCUMENTS. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

9.9 GENDER and NUMBER. 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.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. 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.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties signatures are executed.

CITY OF

By: PEDRO CONTRERAS

5/26/09
Date

ATTEST:

City Secretary
GLORIA BANDA-GONZALES

COUNTY OF HIDALGO

J.D. Salinas, III – County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Antonio Mendoza
Hidalgo County District Attorney's Office

County of Hidalgo

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ALARM TIME :_____ARRIVAL TIME: _____DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND: _____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____

____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

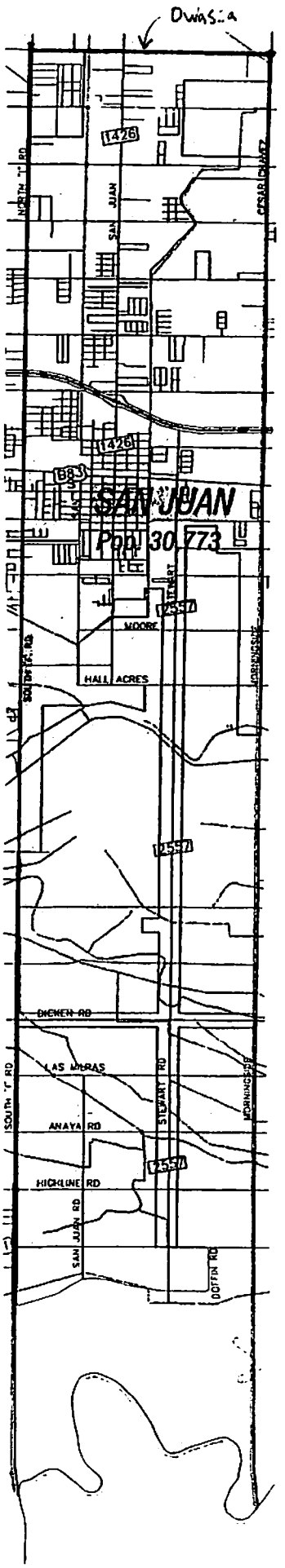
UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:____ MILEAGE (ROUND TRIP):____ ADVISED OUNTY FIRE MARSHAL: YES ____ NO: ____

OFFICER IN CHARGE: _____ MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED:	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00
HCFMO Approval Amount :	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00


Dwg. a
1426
NORTH "I" RD
SAN JUAN
CESAR CHAVEZ
1426
883
SAN JUAN
Pop. 30,773
STEWART
2557
MOORE
SOUTH "I" RD
HALL ACRES
JOHNSON
2557
DIEMEN RD
LAS MESAS
SOUTH "I" RD
STEWART RD
MORNINGSIDE
ANAYA RD
2557
HIGHLINE RD
SAN JUAN RD
DOFFIN RD

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 28 day of April 2009, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Weslaco, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 2009.

City/Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2009.

1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract by written notification, sixty (60) days prior to cancellation.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 **AUTHORIZED BURNING** – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 **BEE ATTACK** – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 **CATEGORY** – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 **COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 **CITY/ENTITY** - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers, and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 EMERGENCY SERVICES – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.

2.7 FIRE DEPARTMENT - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 DEPUTY FIRE MARSHAL – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm – The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 MUTUAL AID – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY CITY – the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a City/Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the City/Entity within the rural areas of the County, wherein the respective City/Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary City/Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY CITY – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the City/Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the City/Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category, unless they fall under the auspices of Section 4.a.1. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any petroleum based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding City/Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

3.0 CITY/ENTITY RESPONSIBILITIES

3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections
d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI (CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 FIREFIGHTING (as primary department)
.2 HAZARDOUS MATERIALS INCIDENT
.3 MASS CASUALTY
.4 RESCUE CALLS
.5 VEHICLE FIRE
.6 VEHICULAR EXTRICATION
.7 PUBLIC WORKS RESPONSE
.8 REGIONAL MEDICAL RESPONSE TEAM
.9 SECONDARY CITY/ENTITY (in place of primary department.)
.10 SPECIAL SITUATIONS

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 UNAUTHORIZED BURNING
.2 AUTHORIZED BURNING
.3 MEDICAL CALL
.4 MUTUAL AID

6.1.4.III CATEGORY III. A Rate of $ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 WASH DOWN
.2 RECOVERY CALL - BODY
.3 BEE ATTACK
.4 PETROLEUM BASED INCIDENT STANDBY
.5 WIRELINE INCIDENTS
.6 LAW ENFORCEMENT ASSISTANCE

6.1.4.IV. CATEGORY IV. At a rate of $ 275.00 per incident, as so stated, shall apply, during the term of this contract.

.1 TRAFFIC CONTROL
.2 LANDING ZONE

6.1.4.V. **CATEGORY V.** At a rate of $125.00 per incident, as so stated, shall apply, during the term of this contract.

.1 **FALSE ALARM CALL**

.2 **GOOD INTENT CALLS**

.3 **SERVICE CALLS**

CATEGORY VI – *This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.2 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.

9.3 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 indirectly 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.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City/Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo

J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 ADDITIONAL DOCUMENTS. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

9.9 GENDER and NUMBER. 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.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. 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.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties signatures are executed.

CITY OF WESLACO

By: Buddy de la Rosa, R. Ph.
Mayor

5-20-09
Date

ATTEST:

City Secretary, Amanda C. Elizondo

APPROVED AS TO FORM:

City Attorney, Ramon Vela

COUNTY OF HIDALGO

J.D. Salinas, III – County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Antonio Mendoza
Hidalgo County District Attorney's Office

County of Hidalgo

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ALARM TIME :_____ARRIVAL TIME: _____DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND: _____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____

____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

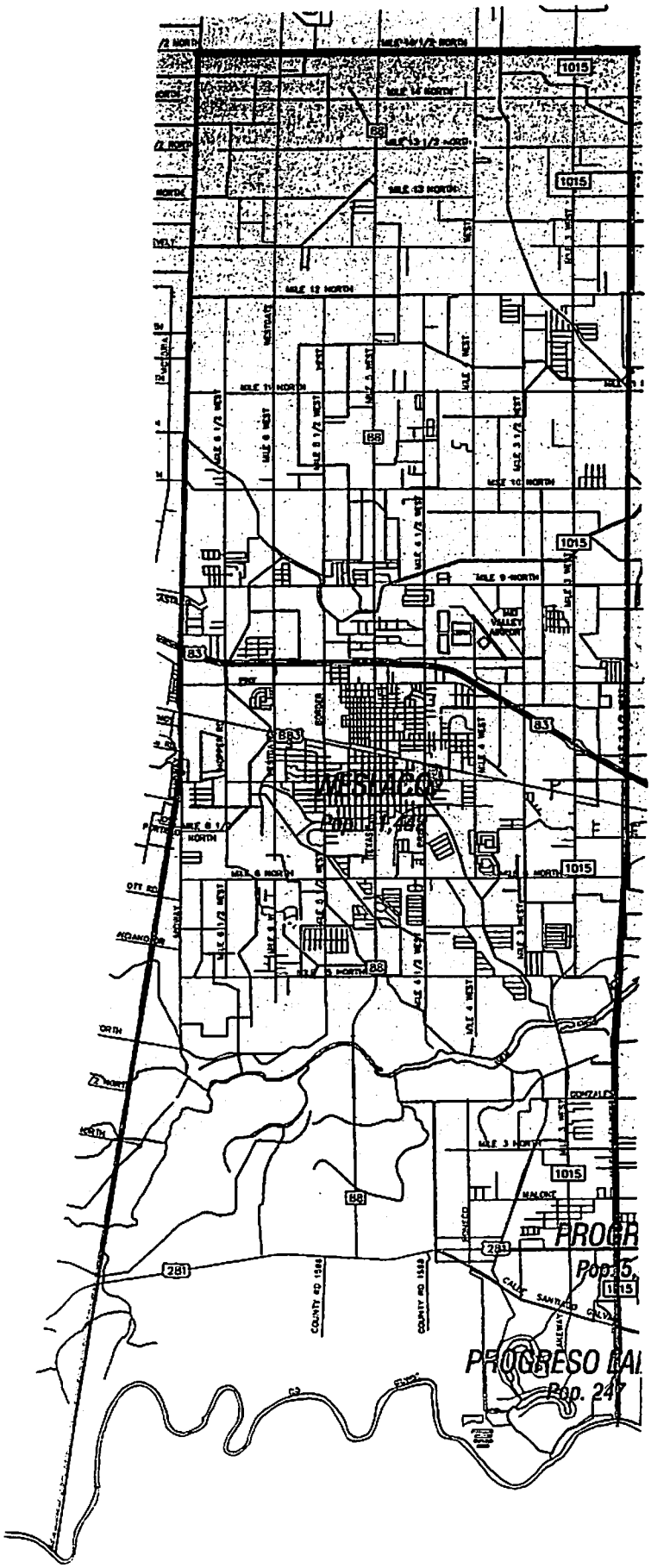
UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:____ MILEAGE (ROUND TRIP):____ ADVISED OUNTY FIRE MARSHAL: YES ____ NO: ____

OFFICER IN CHARGE: _____MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED:	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00
HCFMO Approval Amount :	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00


MISSION
Pop. 41,
PROGR
Pop. 5,
PROGRESO LA
Pop. 247
1015
83
88
281
MILE 12 NORTH
MILE 11 NORTH
MILE 10 NORTH
MILE 9 NORTH
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MILE 4 WEST
MILE 3 1/2 WEST
MILE 3 WEST
MILE 2 WEST
MILE 1 WEST
COUNTY RD 1566
COUNTY RD 1555
CANAL SANTACRUZ
MALONE
GONZALES
MORRIS RD
MORAN RD
ORTH

AI-15789 **13.A.**

Wastewater New lab construction - City of Elsa

CC REGULAR

Date:	06/08/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval and award of contract to O.G. Construction in the amount of $129,011.00 for the Water/Sewer Improvements (Construction of Lab) in the City of Elsa, utilizing Years 18 & 21 (2005 & 2008) funds.

BACKGROUND

City of Elsa has requested sealed bids for the construction of a new lab at the Wastewater Treatment Plant. Bids were received and opened at the Hidalgo County Purchasing Department on May 13, 2009. J.E. Saenz & Associates, project engineers, reviewed and submitted a recommendation to award to the lowest qualified bidder. A total of twelve (12) bids were received. See attached bid tabulation and letter of recommendation from J.E. Saenz & Associates. Inc. attached for your review.

Contract Amount	$ 129,011.00	
Funds Available	2005 - $ 118,293.64	City of Elsa funds
	2008 - $ 282,011.00	Precinct No. 1 (Elsa) funds

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Contract Amount:	$129,011.00	
Funds Available	2005- $118,293.64	City of Elsa funds
	2008- $282,011.00	Precinct No. 1 (Elsa) funds

Attachments

Link: Elsa Plant Improvements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/02/2009 03:24 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/04/2009 08:28 AM	APRV

3	Auditor's Office	06/05/2009 08:33 AM	NEW
Form Started By: Estella Webber		Started On: 06/02/2009 09:00 AM	
Final Approval Date: 06/05/2009			

AI-15789 **19.0.**

Wastewater New lab construction - City of Elsa

CC REGULAR

Date: 06/08/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting approval and award of contract to O.G. Construction in the amount of $129,011.00 for the Water/Sewer Improvements (Construction of Lab) in the City of Elsa, utilizing Years 18 & 21 (2005 & 2008) funds.

BACKGROUND

City of Elsa has requested sealed bids for the construction of a new lab at the Wastewater Treatment Plant. Bids were received and opened at the Hidalgo County Purchasing Department on May 13, 2009. J.E. Saenz & Associates, project engineers, reviewed and submitted a recommendation to award to the lowest qualified bidder. A total of twelve (12) bids were received. See attached bid tabulation and letter of recommendation from J.E. Saenz & Associates. Inc. attached for your review.

Contract Amount	$ 129,011.00	
Funds Available	2005 - $ 118,293.64	City of Elsa funds
	2008 - $ 282,011.00	Precinct No. 1 (Elsa) funds

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Contract Amount:	$129,011.00	
Funds Available	2005- $118,293.64	City of Elsa funds
	2008- $282,011.00	Precinct No. 1 (Elsa) funds

Attachments

Link: Elsa plant improvements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS | SURVEYORS | PLANNERS
CONSTRUCTION MANAGERS | GEOGRAPHICAL INFORMATION SYSTEMS
FIRM No. 1273

May 19, 2009

Juan Cedillo
City of Elsa
216 East V. F. W. Street
Elsa, Texas 78543

Re: Letter of Recommendation
City of Elsa Water/Sewer Improvements – Wastewater Plant FY 18 21

Mr. Cedillo,

We have reviewed the unit price and the amount totals on the bids submitted for the above mention project. After review and tabulation of unit price bids, we are presenting to the City of Elsa the following options.

Option #1
Approval of O.G. Construction who has submitted the lowest base bid proposal in the amount of $129,011.00. This bid does not include the alternative bid.

Option #2
Approval of Zimmerman Construction who has submitted the lowest combined base bid and alternative bid proposal in the amount of $153,652.18.

Note that if option #2 is selected, the City of Elsa will need to produce a separate contract for the additional services of asbestos testing and removal if asbestos is found. Our engineering estimate prepared for this project was in the amount of $ 119,000.00. We received a total of 12 bids from different local construction companies (see attached bid tabulation sheet). O.G. Construction and Zimmerman Construction have both met all requirements set forth in the bid notice.

Respectfully Submitted,

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

JES,fq

Cc: Lupita Garcia, Urban County

F:\JESAENZ\ENGPROJS\Eng2004\ENG 04 023 REV-2009\Misc-Doc\Recommendation Letter (OG).doc

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

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

CITY OF ELSA

May 29, 2009

c/o Mr. Antonio "Tony" Barco
Lucita V. Garcia
Coordinator
Hidalgo County Urban County
1916 Tesoro Blvd.
Pharr, Texas 78577

via fax only: 956 787 5291

RE: New Lab Building (W/S Improvements)

Ms. Garcia:

Be advised that the City of Elsa wishes to proceed with the aforementioned. The demolition of the existing building will further delay this contracted project.

Please proceed with an agenda item to the Hidalgo County Commissioners' Court for recommendation of approval on the lowest qualified bidder, for the base bid only. The city will revisit the demolition of the building in the future.

If you have any questions regarding this matter, please feel free to contact my office.

Sincerely,

JUAN CEDILLO
City Manager

P. O. BOX 427 • ELSA, TEXAS 78543 • PHONE (956) 262-2127 • FAX (956) 262-5002

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services

CITY OF ELSA
URBAN COUNTY
WATER/SEWER IMPROVEMENTS YR 18 & 21
TABULATION SHEET

COMPANY NAME	BASE BID (OPTION 1)	ALTERNATE BID	TOTAL BID (OPTION 2)
OG Construction	$129,011.00	$30,200.00	$159,211.00
Total Commitment	$147,243.50	$16,000.00	$163,243.50
ZIMMERMAN CONSTRUCTION	$147,272.18	$6,380.00	$153,652.18
SOUTH TEXAS BLD	$156,000.00	$35,000.00	$191,000.00
H2O CONSTRUCTION	$155,509.00	$14,000.00	$169,509.00
SOLIS & CHAPA	$162,461.90	$90,000.00	$252,461.90
RAINBOW GENERAL	$162,624.86	$0.00	$162,624.86
TR1-GEN CONSTRUCTION	$164,093.65	$54,581.00	$218,674.65
F.S.S.I.	$167,262.00	$8,500.00	$175,762.00
SAENZ UTILITIES	$172,789.00	$9,950.00	$182,739.00
JIMMY CLOSNER	$191,094.25	$12,500.00	$203,594.25
J.L.V. CONSTRUCTION	$223,998.52	$0.00	$223,998.52

CONSTRUCTION CONTRACT

This Agreement, entered into this 9TH day of June , 2009 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by CITY OF ELSA(hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and O. G. CONSTRUCTION., a corporation) of Edinburg, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME:	**City of Elsa-**
PROJECT #:	**5002/08-25-0310-5000-2500-UCP-GVG**
PROJECT DESCRIPTION:	"Elsa W/S Improvements Wastewater Treatment Plant FY 18 +21 "

hereinafter called the project, for the sum of **($129,011.00) One Hundred Twenty Nine Thousand and Eleven dollars, and no cents,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **J.E. Saenz & Associates** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within 90 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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

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

_____
Contractor

Name of Firm: O. G. CONSTRUCTION

Address: 222 W. University Drive.
Edinburg, Texas 78539

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

STATE OF TEXAS

COUNTY OF HIDALGO

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

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

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

AI-15803 **13.B.**

Parks drainage project - Pct. # 1

CC REGULAR

Date:	06/08/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with Dos Logistics, Inc. in the amount of $ 20,000.00 utilizing Year 21 (2008) funds for a Park Improvements Project for the Hidalgo County Precinct No. 1 area.

BACKGROUND

DOS LOGISTICS, INC. has submitted a best and final offer for professional engineering services for the surveying and data collection for review of existing flood maps and development of a drainage improvement plan at the Sunrise Hill and Sunset Park project located in Hidalgo County Precinct No. 1. DOS LOGISTICS INC. was the highest rated firm by Commissioner's Court. Contract approval in the amount of $20,000.00 is being requested. See attached scope of services.

Contract Amount:	$ 20,000.00
Funds Available:	$ 85,995.22 (2008 FY 21)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Contract Amount:	$20,000.00
Funds Available:	$85,995.22 (2008 FY21)

Attachments

Link: professional contract

Form Routing/Status

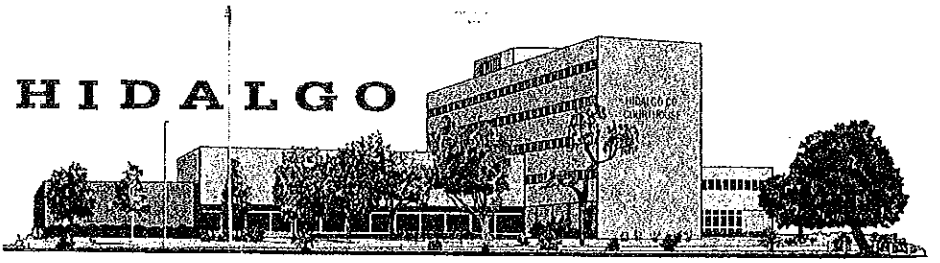
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/02/2009 03:26 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/04/2009 08:31 AM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Estella Webber

Started On: 06/02/2009 01:53 PM

Final Approval Date: 06/05/2009

COUNTY of HIDALGO



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

June 1, 2009

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

Re: BAFO for professional Engineering Services

Dear Mrs. Garcia:

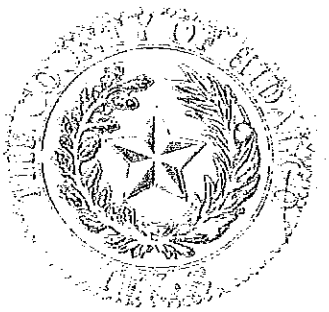
Hidalgo County Pct. #1 has reviewed the description of proposed scope of work for the Hidalgo County Precinct # 1 Parks and Recreational Facility Improvement Project provided by Dos Logistics, Inc. and is requesting approval of the Best and Final offer provided by Dos Logistic, Inc. in the amount of $20,000.00 for CDBG Year 21 (2008) Park, Recreational Facilities Improvement Project.

Pct. 1 is requesting approval of the item be placed on the June 9, 2009 Hidalgo County Commissioners Court Agenda.

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

Sincerely,

P.R. Avila
Director of Operations
Hidalgo County, Pct. #1



JUN 2 200

June 1, 2009

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

RE: BAFO FOR PROFESSIONAL ENGINEERING SERVICES

Dear Ms. Serna:

Dos Logistics, Inc. (DL, Inc.) is excited about the opportunity to provide professional engineering services in connection with the Hidalgo County Urban County Program Parks, Recreational Facility Improvement Project in Hidalgo County, Precinct No. 1.

After careful consideration of the work detail to perform the required services, DL, Inc.'s best and final offer for the project is $20,000.00

If the proposed cost estimate meets your approval, we are ready to begin services promptly and certainly look forward to working with you on this valuable project.

Thank you for your attention and consideration. If you have any questions, concerns, or require additional information, please do not hesitate to contact me at (956) 968-8800, or Mr. Hugo P. Gonzalez, P.E., Resident Engineer, at your earliest convenience.

Sincerely,

ERIC C. YBARRA
President/CEO

DL, INC.
DOS LOGISTICS, INC.
Corporate Office

May 18, 2009 **"Exhibit A"**

Mr. Tony Barco, Assistant Director
Hidalgo County Urban County Program
1916 Tesoro Boulevard
Pharr, Texas 78577

RE: URBAN COUNTY PROGRAM PARKS, RECREATIONAL FACILITY IMPROVEMENT PROJECT IN HIDALGO COUNTY, PRECINCT NO. 1

Dear Mr. Barco:

Dos Logistics, Inc. (DL, Inc.) is pleased to provide a description of our proposed scope of work for the *Hidalgo County Precinct No. 1 Parks and Recreational Facility Improvement Project*.

DL, Inc. will offer the following professional services for this project:

- Topographic Survey and data collection - including the compilation of existing conditions and physical features within the existing park fenced area edge of pavement, such as water, sewer, electric, telephone, cable, and irrigation systems, driveways, sheds, trees , and adjacent roads etc.
- Review of existing flood maps and development of drainage improvement plan.
- Design Two Parking Lots along with corresponding driveway entrances and exits.
- Develop preliminary Engineers Opinion of Construction Cost estimates and Material Quantity Take Off.

Since the park area lies within a designated flood zone, the primary purpose of our services will be to develop a sustainable storm water drainage plan and cost estimate for application to the park's overall master plan of improvements.

Thank you for your attention and please do not hesitate to contact me at (956) 968-8800 or Mr. Hugo Gonzalez, P.E., Project Engineer, if you have any questions or require additional information. DL, Inc. looks forward to commencing work on this project upon notification to proceed.

Sincerely,

ERIC C. YBARRA
President/CEO

212 W. 3rd Street, Weslaco, Texas 78596 ♦ Phone: 956.968.8800 ♦ Fax: 956.447.8194
www.doslogistics.com

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5008-91-0306-5000-9100

Professional Services Agreement

This Agreement, entered into this **9th day of June, 2009** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **Hidalgo County Precinct No. 1,** (hereinafter called the "Party") and **DOS Logistics Inc.,** duly authorized Engineer, herein acting by **Eric C. Ybarra** (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Park, Recreational Facility Improvement Project** Account(s) **5008-91-0306-5000-9100.** *(See Exhibit A)*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

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

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

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

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

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

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

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

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

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

requested.

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

m. Furnish to the Party of **Hidalgo County Precinct No. 1** Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

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

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

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

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

SECTION IV
REIMBURSABLE EXPENSES

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

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

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

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

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

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

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

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

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

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

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

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

SECTION VI
PAYMENTS TO THE ENGINEER

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

6.1 The Engineer shall be paid a total fixed amount of **$20,000.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

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

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

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

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

SECTION VII
OWNERSHIP OF DOCUMENTS

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

SECTION VIII
TERMINATION

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

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

SECTION XI
TIME OF PERFORMANCE

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

SECTION XII
VENUE

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

SECTION XIII
CHANGES

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

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

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

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

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

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

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

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

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

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

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

SECTION XVII INSURANCE

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

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

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

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

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

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

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **9th day of June, 2009.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this____ day of _____, 2009.

_____

Engineer Signature

Firm Name: **DOS Logistics, Inc.**

Address: **212 W. 3rd Street,**

City/ST/ZIP: **Weslaco, Texas 78596**

FED ID #ISS #: _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ _____
My commission Expires Notary Public State of Texas

Urban County Program

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

AI-15791 **13.C.**

Water line installations - Pct. # 4 area

CC REGULAR

Date: 06/08/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting approval and award of contract to JLV Utility Construction in the amount of $85,240.00 for the Water/Sewer Improvements to Lane Subdivision 1 & 2 (Redgate) in Precinct No. 4, utilizing Year 19 (2006) funds. The project consists of the installation of water line to the subdivision.

BACKGROUND

Precinct No. 4 has requested and received bids for the water/sewer improvements. City of Edinburg - Engineering Department prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on May 20, 2009. After review the project engineer recommended JLV Utility Construction, as the lowest of twelve (12) bidders. (See attached recommendation letter from the City of Edinburg – Engineering Department, and copy of bid tabulations.)

Contract Amount:	$ 85,240.00	
Funds Available:	$ 124,340.75	2006 Water/Sewer Improvements (Precinct No. 4)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Contract Amount:	$85,240.00
Funds Available:	$124,340.75 2006 Water/Sewer Improvements (Precinct No. 4)

Attachments

Link: subdivision imp. project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/02/2009 03:25 PM	APRV

2	Veronica Lopez	Veronica Lopez	06/04/2009 08:29 AM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Estella Webber Started On: 06/02/2009 09:19 AM

Final Approval Date: 06/05/2009

THE CITY OF EDINBURG

May 26, 2009

Commissioner Oscar Garza
1102 N. Doolittle Rd.
Edinburg, Texas 78539

RE: Water & Sewer Improvements to Lane Subdivision 1 & 2 (Redgate)

Dear Commissioner Garza:

We have evaluated the bids received on May 20, 2009 for the "Water and Sewer Improvements to Lane Subdivision 1 & 2 (Redgate)" project which consists of the installation of an 8" PVC water line to the subdivision.

A total of twelve (12) bids were received as shown below.

JLV Utility Construction	$ 85,240.00
Saenz Utility Construction	$ 89,473.00
Closner Construction Company	$108,302.00
Valley Paving, Inc.	$116,678.50
The 5125 Company	$118,888.88
Asago Construction	$121,110.00
Jimmy Closner & Sons Const.	$128,480.00
Sascon, Inc.	$128,490.00
H2O Constcution Services, Inc.	$128,663.50
O.G. Construction Co., L.L.C.	$140,245.00
J.M. Construction	$195,410.00
Solis & Chapa, Inc.	$200,685.00

The low bid was submitted by JLV Utility Construction in the amount of $85,240.00. Our evaluation of the pricing, experience and reputation of the firm indicates that they are capable of completing the work required. Therefore, we recommend the award of a contract for construction of the project to JLV Utility Construction in the amount of $85,240.00

MAY 29 2009

210 W. McIntyre • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 383-5661 • Fax (956) 383-7111

The original bids, and complete tabulation are enclosed for your reference.

Should you have any questions, of if I can be of any further assistance, please do not hesitate to contact me.

Respectfully,

Isael Posadas.

Isael Posadas, P.E., C.F.M.
City Engineer

CITY OF EDINBURG, TEXAS
BID TABULATION SUMMARY

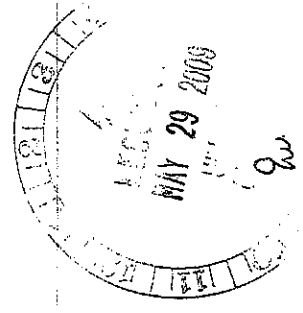
Title: Installation of Waterline at Lane Subd. #1 & #2 (Redgate)
Bid No.: 5006-94-0310-5000-9400-UCG-GVG
Date Opened: May 20, 2009 @ 9:30 a.m.

ITEM	QUANTITY		DESCRIPTION	J.L.V. Utility Construction Edinburg, Texas UNIT PRICE	J.L.V. Utility Construction Edinburg, Texas EXTENDED PRICE	Saenz Utility Contractors Edcouch, Texas UNIT PRICE	Saenz Utility Contractors Edcouch, Texas EXTENDED PRICE	Closner Construction Co., LC La Feria, Texas UNIT PRICE	Closner Construction Co., LC La Feria, Texas EXTENDED PRICE
1	2330	LF	8" PVC, C900, DR25 Water Main (5' cover)	$ 6.00	$ 13,980.00	$ 7.00	$ 16,310.00	$ 10.45	$ 24,348.50
2	2430	LF	8" PVC, C900, DR25 Water Main (4' cover)	$ 6.00	$ 14,580.00	$ 7.00	$ 17,010.00	$ 10.45	$ 25,393.50
3	6	EA	8" Gate Valve	$ 1,200.00	$ 7,200.00	$ 1,000.00	$ 6,000.00	$ 785.00	$ 4,710.00
4	1	EA	8"x 6" Tap Tee	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 505.00	$ 505.00
5	3	EA	8" Tee	$ 450.00	$ 1,350.00	$ 350.00	$ 1,050.00	$ 295.00	$ 885.00
6	3	EA	8" - 90* Bend	$ 350.00	$ 1,050.00	$ 300.00	$ 900.00	$ 275.00	$ 825.00
7	8	EA	Fire Hydrant w/complete Assembly	$ 2,600.00	$ 20,800.00	$ 2,500.00	$ 20,000.00	$ 2,805.00	$ 22,440.00
8	47	EA	Water Service Reconnections	$ 400.00	$ 18,800.00	$ 355.00	$ 16,685.00	$ 500.00	$ 23,500.00
9	1	EA	2" Cap	$ 100.00	$ 100.00	$ 58.00	$ 58.00	$ 115.00	$ 115.00
10	100	LF	Asphalt Repair	$ 15.00	$ 1,500.00	$ 20.00	$ 2,000.00	$ 16.00	$ 1,600.00
11	400	LF	Caliche Repair	$ 5.00	$ 2,000.00	$ 8.00	$ 3,200.00	$ 4.00	$ 1,600.00
12	4760	LF	Trench Safety System	$ 0.50	$ 2,380.00	$ 1.00	$ 4,760.00	$ 0.50	$ 2,380.00
			SUB TOTAL						
			LESS DISCOUNT						
			TOTAL		$ 85,240.00		$ 89,473.00		$ 108,302.00
			TERMS						
			DELIVERY						

Award: Bid No. 5006-94-0310-5000-9400-UCG-GVG Installation of Waterline at Lane Subd. Subdivision No. 1 & 22 (Redgate) to J.L.V. Utility Construction, the lowest bidder meeting specifications, in the amount of $85,240

Department: Engineering
Budgeted Amount Available: $124,000
Additional Funds Required: None
Prepared By: Pilar Corpus, Right of Way Acquisitions Coordinator

Request Authorization to Re-Advertise [ ]
Request Authorization to Negotiate Bid/Contract [ ]



CITY OF EDINBURG, TEXAS
BID TABULATION SUMMARY

Title: Installation of Waterline at Lane Subd. #1 & #2 (Redgate)
Bid No.: 5006-94-0310-5000-9400-UCG-GVG
Date Opened: May 20, 2009 @ 9:30 a.m.

ITEM	QUANTITY		DESCRIPTION	Valley Paving, Inc. Mision, Texas UNIT PRICE	Valley Paving, Inc. Mision, Texas EXTENDED PRICE	The 5125 Company Mission, Texas 78572 UNIT PRICE	The 5125 Company Mission, Texas 78572 EXTENDED PRICE	Asago Construction Mission, Texas UNIT PRICE	Asago Construction Mission, Texas EXTENDED PRICE
1	2330	LF	8" PVC, C900, DR25 Water Main (5' cover)	$ 8.60	$ 20,038.00	$ 10.00	$ 23,300.00	$ 10.00	$ 23,300.00
2	2430	LF	8" PVC, C900, DR25 Water Main (4' cover)	$ 8.35	$ 20,290.50	$ 9.00	$ 21,870.00	$ 10.00	$ 24,300.00
3	6	EA	8" Gate Valve	$ 935.00	$ 5,610.00	$ 1,100.00	$ 6,600.00	$ 1,000.00	$ 6,000.00
4	1	EA	8"x 6" Tap Tee	$ 1,975.00	$ 1,975.00	$ 2,978.88	$ 2,978.88	$ 2,000.00	$ 2,000.00
5	3	EA	8" Tee	$ 425.00	$ 1,275.00	$ 500.00	$ 1,500.00	$ 500.00	$ 1,500.00
6	3	EA	8" - 90* Bend	$ 325.00	$ 975.00	$ 400.00	$ 1,200.00	$ 500.00	$ 1,500.00
7	8	EA	Fire Hydrant w/complete Assembly	$ 3,075.00	$ 24,600.00	$ 3,000.00	$ 24,000.00	$ 3,000.00	$ 24,000.00
8	47	EA	Water Service Reconnections	$ 780.00	$ 36,660.00	$ 550.00	$ 25,850.00	$ 600.00	$ 28,200.00
9	1	EA	2" Cap	$ 25.00	$ 25.00	$ 30.00	$ 30.00	$ 250.00	$ 250.00
10	100	LF	Asphalt Repair	$ 12.50	$ 1,250.00	$ 20.00	$ 2,000.00	$ 25.00	$ 2,500.00
11	400	LF	Caliche Repair	$ 4.00	$ 1,600.00	$ 12.00	$ 4,800.00	$ 7.00	$ 2,800.00
12	4760	LF	Trench Safety System	$ 0.50	$ 2,380.00	$ 1.00	$ 4,760.00	$ 1.00	$ 4,760.00
			SUB TOTAL						
			LESS DISCOUNT						
			TOTAL		$ 116,678.50		$ 118,888.88		$ 121,110.00
			TERMS						
			DELIVERY						

Award: Bid No. 5006-94-0310-5000-9400-UCG-GVG Installation of Waterline at Lane Subd. Subdivision No. 1 & 22 (Redgate) to J.L.V. Utility Construction, the lowest bidder meeting specifications, in the amount of $85,240

Department: Engineering
Budgeted Amount Available: $124,000
Additional Funds Required: None
Prepared By: Pilar Corpus, Right of Way Acquisitions Coordinator

Request Authorization to Re-Advertise [ ]
Request Authorization to Negotiate Bid/Contract [ ]

CITY OF EDINBURG, TEXAS
BID TABULATION SUMMARY

Title: Installation of Waterline at Lane Subd. #1 & #2 (Redgate)
Bid No.: 5006-94-0310-5000-9400-UCG-GVG
Date Opened: May 20, 2009 @ 9:30 a.m.

ITEM	QUANTITY		DESCRIPTION	Jimmy Closner & Sons Const. Mercedes, Texas UNIT PRICE	Jimmy Closner & Sons Const. Mercedes, Texas EXTENDED PRICE	Sascon, Inc. McAllen, Texas UNIT PRICE	Sascon, Inc. McAllen, Texas EXTENDED PRICE	H20 Construction Service, Inc. Harlingen, Texas UNIT PRICE	H20 Construction Service, Inc. Harlingen, Texas EXTENDED PRICE
1	2330	LF	8" PVC, C900, DR25 Water Main (5' cover)	$ 15.50	$ 36,115.00	$ 13.00	$ 30,290.00	$ 12.00	$ 27,960.00
2	2430	LF	8" PVC, C900, DR25 Water Main (4' cover)	$ 13.50	$ 32,805.00	$ 13.00	$ 31,590.00	$ 12.00	$ 29,160.00
3	6	EA	8" Gate Valve	$ 1,000.00	$ 6,000.00	$ 850.00	$ 5,100.00	$ 1,050.00	$ 6,300.00
4	1	EA	8"x 6" Tap Tee	$ 1,600.00	$ 1,600.00	$ 2,100.00	$ 2,100.00	$ 3,000.00	$ 3,000.00
5	3	EA	8" Tee	$ 470.00	$ 1,410.00	$ 350.00	$ 1,050.00	$ 1,000.00	$ 3,000.00
6	3	EA	8" - 90* Bend	$ 400.00	$ 1,200.00	$ 300.00	$ 900.00	$ 4.50	$ 13.50
7	8	EA	Fire Hydrant w/complete Assembly	$ 3,400.00	$ 27,200.00	$ 2,300.00	$ 18,400.00	$ 3,200.00	$ 25,600.00
8	47	EA	Water Service Reconnections	$ 280.00	$ 13,160.00	$ 600.00	$ 28,200.00	$ 525.00	$ 24,675.00
9	1	EA	2" Cap	$ 110.00	$ 110.00	$ 100.00	$ 100.00	$ 895.00	$ 895.00
10	100	LF	Asphalt Repair	$ 25.00	$ 2,500.00	$ 20.00	$ 2,000.00	$ 18.00	$ 1,800.00
11	400	LF	Caliche Repair	$ 10.00	$ 4,000.00	$ 10.00	$ 4,000.00	$ 3.75	$ 1,500.00
12	4760	LF	Trench Safety System	$ 0.50	$ 2,380.00	$ 1.00	$ 4,760.00	$ 1.00	$ 4,760.00
			SUB TOTAL						
			LESS DISCOUNT						
			TOTAL		$ 128,480.00		$ 128,490.00		$ 128,663.50
			TERMS						
			DELIVERY						

Award: Bid No. 5006-94-0310-5000-9400-UCG-GVG Installation of Waterline at Lane Subd. Subdivision No. 1 & 22 (Redgate) to J.L.V. Utility Construction, the lowest bidder meeting specifications, in the amount of $85,240

Department: Engineering
Budgeted Amount Available: $124,00
Additional Funds Required: None
Prepared By: Pilar Corpus, Right of Way Acquisitions Coordinator

Request Authorization to Re-Advertise [ ]
Request Authorization to Negotiate Bid/Contract [ ]

CITY OF EDINBURG, TEXAS
BID TABULATION SUMMARY

Title: Installation of Waterline at Lane Subd. #1 & #2 (Redgate)
Bid No.: 5006-94-0310-5000-9400-UCG-GVG
Date Opened: May 20, 2009 @ 9:30 a.m.

ITEM	QUANTITY		DESCRIPTION	O.G. Construction Co., LLC Edinburg, Texas UNIT PRICE	O.G. Construction Co., LLC Edinburg, Texas EXTENDED PRICE	J.M. Construction Weslaco, Texas UNIT PRICE	J.M. Construction Weslaco, Texas EXTENDED PRICE	Solis & Chapa, Inc. Garciasville, Texas UNIT PRICE	Solis & Chapa, Inc. Garciasville, Texas EXTENDED PRICE
1	2330	LF	8" PVC, C900, DR25 Water Main (5' cover)	$ 12.00	$ 27,960.00	$ 23.00	$ 53,590.00	$ 14.30	$ 33,319.00
2	2430	LF	8" PVC, C900, DR25 Water Main (4' cover)	$ 10.00	$ 24,300.00	$ 22.00	$ 53,460.00	$ 14.40	$ 34,992.00
3	6	EA	8" Gate Valve	$ 1,000.00	$ 6,000.00	$ 1,400.00	$ 8,400.00	$ 1,800.00	$ 10,800.00
4	1	EA	8"x 6" Tap Tee	$ 1,700.00	$ 1,700.00	$ 2,900.00	$ 2,900.00	$ 2,650.00	$ 2,650.00
5	3	EA	8" Tee	$ 400.00	$ 1,200.00	$ 600.00	$ 1,800.00	$ 1,200.00	$ 3,600.00
6	3	EA	8" - 90* Bend	$ 480.00	$ 1,440.00	$ 600.00	$ 1,800.00	$ 700.00	$ 2,100.00
7	8	EA	Fire Hydrant w/complete Assembly	$ 2,950.00	$ 23,600.00	$ 4,000.00	$ 32,000.00	$ 3,700.00	$ 29,600.00
8	47	EA	Water Service Reconnections	$ 902.00	$ 42,394.00	$ 500.00	$ 23,500.00	$ 1,512.00	$ 71,064.00
9	1	EA	2" Cap	$ 100.00	$ 100.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00
10	100	LF	Asphalt Repair	$ 12.00	$ 1,200.00	$ 30.00	$ 3,000.00	$ 36.00	$ 3,600.00
11	400	LF	Caliche Repair	$ 14.00	$ 5,600.00	$ 25.00	$ 10,000.00	$ 10.00	$ 4,000.00
12	4760	LF	Trench Safety System	$ 1.00	$ 4,760.00	$ 1.00	$ 4,760.00	$ 1.00	$ 4,760.00
			SUB TOTAL						
			LESS DISCOUNT						
			TOTAL		$ 140,254.00		$ 195,410.00		$ 200,685.00
			TERMS						
			DELIVERY						

Award: Bid No. 5006-94-0310-5000-9400-UCG-GVG Installation of Waterline at Lane Subd. Subdivision No. 1 & 22 (Redgate) to J.L.V. Utility Construction, the lowest bidder meeting specifications, in the amount of $85,240

Department: Engineering
Budgeted Amount Available: $124,000
Additional Funds Required: None
Prepared By: Pilar Corpus, Right of Way Acquisitions Coordinator

Request Authorization to Re-Advertise [ ]
Request Authorization to Negotiate Bid/Contract [ ]

CONSTRUCTION CONTRACT

This Agreement, entered into this 9TH day of June , 2009 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **PRECINCT NO. 4**(hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **JLV UTILITY CONSTRUCTION**, a corporation) of Edinburg, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME: **Precinct No. 4**
PROJECT #: **5006-94-0310-5000-9400-UCP-GVG**
PROJECT DESCRIPTION: "INSTALLATION OF WATER LINE TO THE SUBDIVISION"

hereinafter called the project, for the sum of **($85,240.00) Eighty five thousand, two hundred forty dollars, and no cents,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **JLV UTILITY CONSTRUCTION** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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

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

_____
Contractor

Name of Firm: JLV UTILITY CONSTRUCTION

Address: 205 LOS CERRITOS
EDINBURG, TX 78541

Fed. I.D. #/S.S. 134309580

STATE OF TEXAS '

'

COUNTY OF HIDALGO '

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

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

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

AI-15875 **14.A.**

Workforce Agreements

CC REGULAR

Date:	06/08/2009
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 Agreements between Hidalgo County, Texas Workforce Solutions, and the City of Palmhurst.

2. Discussion, consideration, and approval of Interlocal Cooperation Agreements between Hidalgo County, Texas Workforce Solutions, and the City of Elsa.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Interlocal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/04/2009 05:00 PM	APRV
2	Roland Garcia		06/05/2009 08:33 AM	PEND
Form Started By: Erika Reyna			Started On: 06/04/2009 04:24 PM	
Final Approval Date: 06/05/2009				

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

_____
J.D. Salinas
County Judge

LOCAL MUNICIPLAITY

_____

_____

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-15874 **14.B.**

City of Laredo Weir Project

CC REGULAR

Date:	06/08/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation, discussion, and possible action regarding the City of Laredo's Weir Project.

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	06/04/2009 04:59 PM	APRV
2	Roland Garcia		06/05/2009 08:33 AM	PEND

Form Started By: Erika Reyna — Started On: 06/04/2009 04:21 PM

Final Approval Date: 06/05/2009

AI-15809 **15.A.**

Planning Department

CC REGULAR

Date:	06/08/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Preliminary Approval of Subdivision Plat
   Viva Las Vegas Phase II Subdivision – Pct. 4 (Richard Garza)

2. Final Approval of Subdivision Plat
   Frontera Heights Phase II Subdivision – Pct 1 (Tony Gray)

3. Reimbursement of a Cash Deposit
   Winston Commercial Plaza – Pct. 1(Jane Ponton)

BACKGROUND

Fiscal Impact

Attachments

Link: Viva Las Vegas Ph 2;Preliminary

Link: Viva Las Vegas Ph 2;Plat

Link: Frontera Hts Ph 2; Final

Link: Frontera Hts Ph 2;Plat

Link: Winston Commercial Plaza;Reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 08:30 AM	APRV
2	Dale Kennan	Dale Kennan	06/04/2009 09:57 AM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Nora Cavazos — Started On: 06/02/2009 03:35 PM

Final Approval Date: 06/05/2009

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: June 08, 2009

RE: **Viva Las Vegas Phase II Subdivision– Pct. 4**
Preliminary Approval

Viva Las Vegas Phase II is a forty two (42) lot subdivision located on the North side of FM 2812 approximately ½ miles East from Doolittle Road.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 4, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

Sanitary Services will be provided by the City of Edinburg.

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

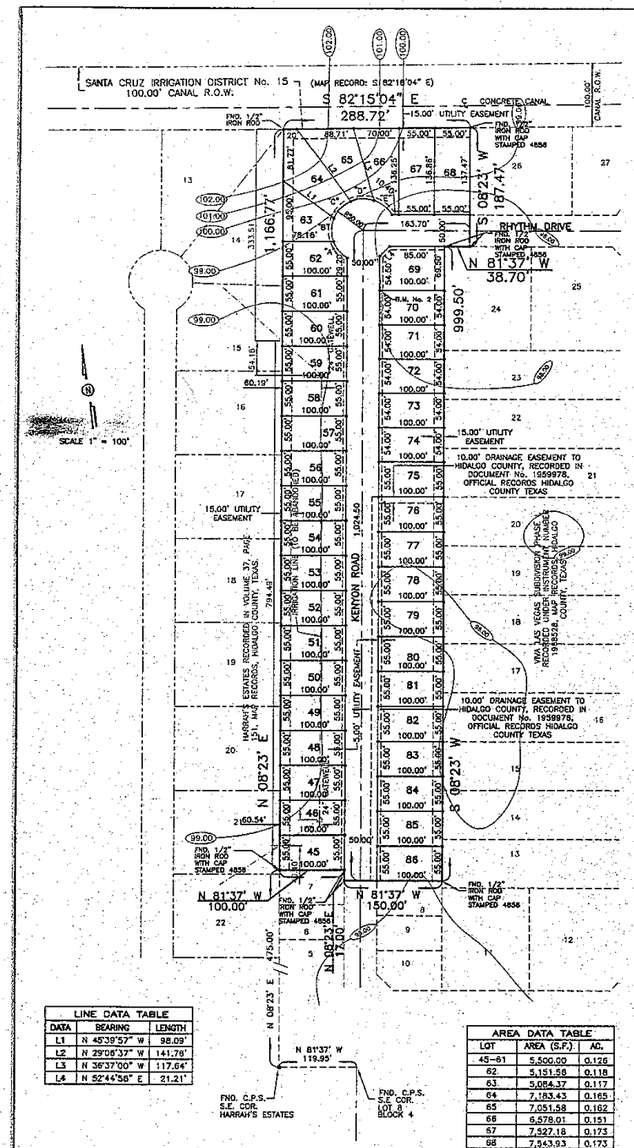
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **June 02, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Edinburg.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Viva Las Vegas Phase II 1st Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		05-21-09	JRT
A	**1ST SHEET COMMENTS:** Please re number all subdivision lots to continues in order from Viva Las Vegas Phase I.		
B	As per metes and bounds descriptions please label point of beginning on drawing layout.		
C	As per plat note #4; minimum finish floor elevation should be 18 above top of curb or 18" above natural ground, whichever is greater.		
D	Please provide complete and correct owners certification signature block. See attachment for sample certification signature block.		
E	Verify if the NAWSC right of way / easement certification signature block is required because no easement is being dedicated by this plat.		
F	Please describe the construction detail on the 3rd sheet of the index to sheet.		
G	**2ND SHEET COMMENTS:** Provide flange elevation for all proposed fire hydrants. Correct amount of proposed fire hydrants on engineer certifications.		
H	**3RD SHEET COMMENTS:** Please provide spot topography elevation, contours, and the natural water flow arrows.		

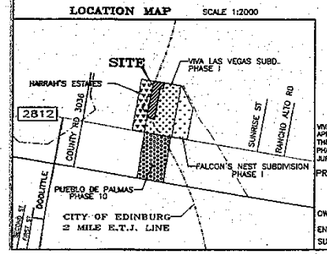


LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 45°39'57" W	98.09'
L2	N 29°06'37" W	141.76'
L3	N 36°37'00" W	117.64'
L4	N 52°44'56" E	21.21'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
45-61	5,500.00	0.126
62	5,151.58	0.118
63	5,084.37	0.117
64	7,183.43	0.165
65	7,051.58	0.162
66	6,578.01	0.151
67	7,527.18	0.173
68	7,543.93	0.173
69	6,537.50	0.150
70-74	5,400.00	0.124
75-86	5,500.00	0.126

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	39°30'45"	50.00'	34.48
"B"	42°51'53"	50.00'	37.41'
"C"	44°14'48"	50.00'	38.61
"D"	42°03'57"	50.00'	36.71
"E"	41°18'36"	50.00'	36.05'

LOCATION MAP SCALE 1:2000



VIVA LAS VEGAS SUBDIVISION PHASE II, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE NORTH SIDE OF F.M. 2812 AND APPROXIMATELY 2,600.00 FEET EAST OF DOOLITTLE ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,735), VIVA LAS VEGAS SUBDIVISION PHASE II, LIES APPROXIMATELY 2.20 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICHARD A. GARZA PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO, Ltd.	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383-6295	(956)381-9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X "
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL No. 480334 0325 D
EFFECTIVE DATE: MAY 17, 2001.

2.- MINIMUM BUILDING SETBACK LINES:
FRONT: 25.00 FEET
REAR: 15.00 FEET
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET

3.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS 45 THROUGH 86. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR BASE FLOOD ELEVATION, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 98.85 1/2" INCH IRON ROD. FOUND ON THE SOUTHWEST CORNER OF THIS SUBDIVISION. NAVD 88 DATUM.
B.M. NO. 2 ELEVATION= 98.02 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHWEST CORNER OF LOT 70. N.A.V.D. 88 DATUM

6.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 19,954.47 CUBIC -FEET (0.44 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

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

8.- LEGEND • - DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

10.- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

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

13.- AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR AFTER METER(S).

14.- A FOUR (4.0) FOOT SIDEWALK FOUR (4.0) FEET BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE.

15.- ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16.- NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS, GAS EASEMENTS, IRRIGATION EASEMENTS OR LOT LINES.

17.- ALL SUBDIVISION IMPROVEMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

18.- A PARKLAND DEDICATION FEES OF $550.00 PER RESIDENTIAL LOT WILL BE DUE AT BUILDING PERMIT STAGE.

INDEX TO SHEETS

SHEET 1.- HEADING (INDEX) LOCATION MAP AND ETJ, PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; CITY APPROVAL CERTIFICATE; MAYOR'S CERTIFICATE, ADMINISTRATOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE, N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; H.C.D.D. No. 1 CERTIFICATION, SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION, REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/DRSP AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

THE COUNTY OF HIDALGO TEXAS

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

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

BY: _____ DEPUTY

SUBDIVISION PLAT OF:

VIVA LAS VEGAS SUBDIVISION PHASE II

A 6.929 ACRE TRACT OF LAND OUT OF LOT 8; BLOCK 4, AND OUT OF LOTS 1, BLOCK 5, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 28, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1613601, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 6.929 ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 4, AND OUT OF LOT 1, BLOCK 5, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 28, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1613601, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE EAST LINE OF HARRAH'S ESTATES (RECORDED IN VOLUME 37, PAGE 151, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR AN EXTERIOR CORNER OF VIVA LAS VEGAS SUBDIVISION PHASE I (RECORDED UNDER COUNTY CLERK'S INSTRUMENT NUMBER 1958528, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 81°37'W, 119.95 FEET AND N 08°23'E, 475.00 FEET FROM THE SOUTHEAST OF LOT 8.

THENCE; N 08°23'E, ALONG THE EAST LINE OF HARRAH'S ESTATES, A DISTANCE OF 1,166.77 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF LOT 8 FOR THE NORTHEAST CORNER OF HARRAH'S ESTATES AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 82°15'04"E (MAP RECORD: S 82 18'04"E); ALONG THE NORTH LINE OF LOT 8, BLOCK 4, AND THE NORTH LINE OF LOT 1, BLOCK 5, A DISTANCE OF 288.72 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE NORTHWEST CORNER OF VIVA LAS VEGAS SUBDIVISION PHASE I AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°23'W, ALONG THE WEST LINE OF VIVA LAS VEGAS SUBDIVISION PHASE I, A DISTANCE OF 167.47 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF VIVA LAS VEGAS SUBDIVISION PHASE I AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 81°37'W, ALONG THE NORTH LINE OF VIVA LAS VEGAS SUBDIVISION PHASE I, A DISTANCE OF 38.70 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF VIVA LAS VEGAS SUBDIVISION PHASE I AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 08°23'W, ALONG THE WEST LINE OF VIVA LAS VEGAS SUBDIVISION PHASE I, A DISTANCE OF 999.50 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF VIVA LAS VEGAS SUBDIVISION PHASE I AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°37'W, ALONG AN EXTERIOR LINE OF VIVA LAS VEGAS SUBDIVISION PHASE I, A DISTANCE OF 150.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF VIVA LAS VEGAS SUBDIVISION PHASE I AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°23'E, ALONG AN EXTERIOR LINE OF VIVA LAS VEGAS SUBDIVISION PHASE I, A DISTANCE OF 17.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF VIVA LAS VEGAS SUBDIVISION PHASE I AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 81°37'W, ALONG AN EXTERIOR LINE OF VIVA LAS VEGAS SUBDIVISION PHASE I, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.929 ACRES OF LAND MORE OR LESS.

BEARINGS IN THIS METES AND BOUNDS DESCRIPTION ARE IN ACCORDANCE WITH HARRAH'S ESTATES, RECORDED IN VOLUME 37, PAGE 151, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE _____ DAY OF _____ 20____

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS _____ DAY OF _____, 200__ SUBJECT TO THE FOLLOWING: 1) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY- AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

_____ PRESIDENT

_____ SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

VIVA LAS VEGAS
I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (SUBDIVISION PHASE II) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

_____ HIDALGO COUNTY RIGHT OF WAY DIRECTOR

_____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE VIVA LAS VEGAS SUBDIVISION PHASE II ADDITION OF THE COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

_____ DATE

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT LLC,
PARTNER OF GARCO, Ltd.
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC, GENERAL PARTNER OF GARCO, Ltd. 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 purposes and considerations therein stated.

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

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012.

_____ LILIA A. QUINTANILLA— NOTARY PUBLIC

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby directed to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line or installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Those agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____, 20____

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT LLC,
PARTNER OF GARCO, Ltd.
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

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

WE THE UNDERSIGNED CERTIFY that this plat of the VIVA LAS VEGAS SUBDIVISION PHASE II, was reviewed and approved by the Hidalgo County Commissioners Court on _____

_____ Hidalgo County Judge — Date

ATTEST: _____ Hidalgo County Clerk — Date

STATE OF TEXAS
COUNTY OF HIDALGO

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

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED AT A TOTAL COST OF $ _____ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ _____ FOR THE SUBDIVISION. THE SUBDIVIDER WILL PAY A TOTAL OF $ _____ TO THE CITY OF EDINBURG TO COVER THE COST OF SEWER SERVICE CONNECTION.

SEWAGE FACILITIES: SEWER SERVICE CONNECTIONS ARE ESTIMATED TO COST $ _____ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ _____ FOR THE SUBDIVISION. THE SUBDIVIDER WILL PAY A TOTAL OF $ _____ TO THE CITY OF EDINBURG TO COVER THE COST OF SEWER SERVICE CONNECTION.

DATED THIS THE _____ DAY OF _____ 20____

LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

PLANNING & ZONING
COMMISSION CERTIFICATION

I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as VIVA LAS VEGAS SUBDIVISION PHASE II conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required, and has been approved for recording on the _____ day of _____ 20____

_____ CHAIRPERSON—PLANNING & ZONING COMMISSION

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS — LAND SURVEYORS
124 E. STUBBS ST. — PHONE 956-381-6480
EDINBURG, TEXAS 78539 — FAX 956-381-0527

SHEET NO. 1 OF 3 SHEETS	FILENAME = F:\DATA\SUBDIVS\HIDALGO CO\VIVA LAS VEGAS SUBD. PH II\PLAT		
	DATE PREPARED	PREPARED BY	CHECKED BY
	FEB 16, 2009	M. GONZALEZ	
	DATE REVISED	REVISED BY	CHECKED BY
			APPROVED BY

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: June 08, 2009

RE: **Frontera Heights Phase 2 Subdivision– Pct. 1**
Final Approval

Frontera Heights Phase 2 Subdivision is a nine (9) lot subdivision located on the North side of 13 ½ Mile North Road and West of Mile 6 West Road.

The proposed Subdivision lies within the City of Weslaco E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 26, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate forty five (45) feet on 13 ½ North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Jose A. Gonzalez and approved by the Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 6 West Road that will serve as the primary source of water for the proposed development.

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

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **June 02, 2009.**

PLAT
OF
FRONTERA HEIGHTS PHASE II
SUBDIVISION

BEING A 8.162 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING OUT OF FARM TRACT 343, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2, PAGES 36-37 OF THE HIDALGO COUNTY MAP RECORDS.

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: JANUARY, 2008

GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR NOTE
24" ABOVE THE CENTER LINE OF STREET AND/OR 18" ABOVE THE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. FLOOD ZONE DESIGNATION
ZONE "X" AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN, C.P.N. 480334 0450C; MAP REVISED: JUNE 6, 2000
& REVISED TO REFLECT LOMR, MAY 30, 2002

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
FRONT ------ 50 FEET OR EASEMENT WHICHEVER IS GREATER.
REAR ------ 30 FEET OR EASEMENT WHICHEVER IS GREATER.
SIDE -------- 6 FEET OR EASEMENT WHICHEVER IS GREATER.
EAST SIDE OF LOT 9 --- 30 FEET OR EASEMENT WHICHEVER IS GREATER.
SIDE CORNER --- 10 FEET EXCEPT 18 FEET FOR GARAGE OR EASEMENTS WHICHEVER IS GREATER IN ALL CASES.

4. THIS SUBDIVISION IS PROPERLY SERVED BY N.A.W.S.C. WATER SYSTEMS.

5. B.M. = 70.10 TOP OF A C.P.S. LOCATED ON THE PAVEMENT ON THE CENTER LINE INTERSECTION OF MILE 13 1/2 NORTH AND MILE 6 WEST (U.S.G.S. 1929 DATUM). AS SHOWN ON THE PLAT.

6. LOTS 5 & 6 SHALL HAVE NO ENTRANCE/ACCESS FROM MILE 13 1/2 NORTH RD.

7. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT (ANY OTHER USE SHALL REQUIRE PLANNING DEPT., HEALTH DEPT., AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. 5' STANDARD SIDEWALK SHALL BE PROVIDED FOR INTERIOR STREETS AND ALONG THE FRONT OF THE LOTS ON MILE 13 1/2 N.(AT 4' BEHIND THE BACK OF CURB) AT THE TIME OF BUILDING PERMIT BY THE LOT OWNER.

11. ALL BLOCK CORNERS, ANGLE POINTS AND POINTS OF CURVES AND ALL CORNERS OF BOUNDARY LINES OF SUBDIVISION HAVE BEEN MARKED WITH A ONE-HALF (1/2) INCH STEEL ROD, 18 INCHES IN LENGTH, SET IN THE CENTER OF A CONCRETE MONUMENT SIX (6) INCHES IN DIAMETER AND THIRTY (30) INCHES DEEP WITH TOP FLUSH WITH THE FINISH GROUND SURFACE.

12. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "R.R.A." HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

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

14. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION AT THE TIME OF THE SURVEY.

15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16. DRAINAGE, IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 14,188 CUBIC-FEET(0.326 ACRE-FEET OR 1,576 CUBIC FEET PER LOT) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS).

17. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT THE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

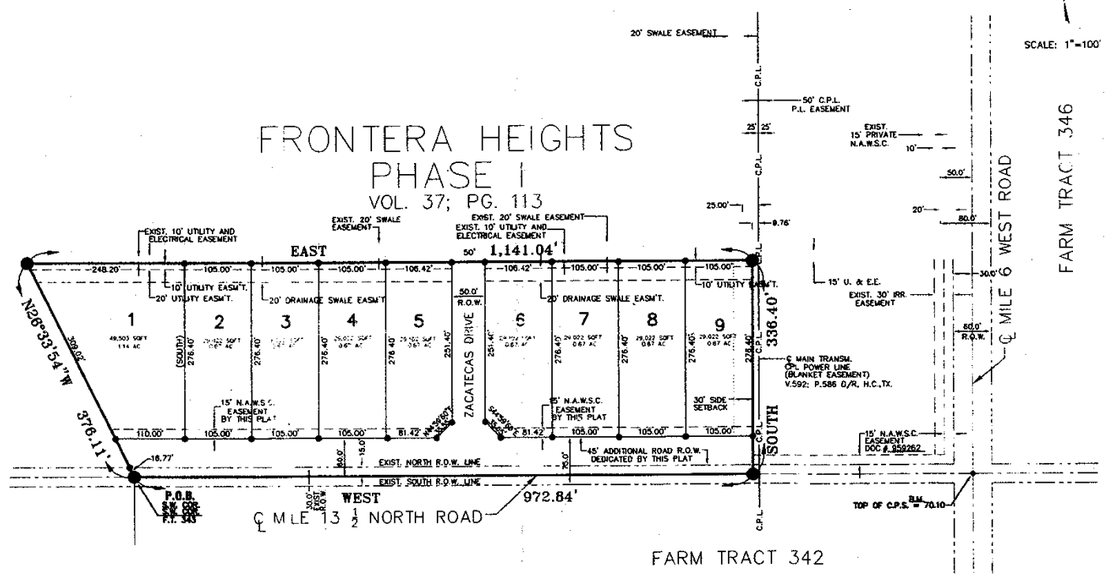
18. SEPTIC TANK NOTES:
ONSITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL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

19. ANTHONY E. GRAY, THE OWNER & SUBDIVIDER OF FRONTERA HEIGHTS PHASE II, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

20. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR PERMIT DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

21. SHARE DRIVEWAYS ARE REQUIRED FOR LOTS 1 & 2, 3 & 4, 7 & 8, AND SHOULD BE CONSTRUCTED PRIOR TO FINAL APPROVAL BY DEVELOPER.

22. DEVELOPER TO PROVIDE STREET LIGHT AT TIME OF DEVELOPMENT OF SUBDIVISION AS REQUESTED BY CITY OF WESLACO.



METES AND BOUNDS

Being 8.162 acres of land situated in Hidalgo County, Texas, and being out of Farm Tract 343, West Tract Subdivision as per map recorded in Volume 2, Pages 34-37 of the Hidalgo County Map Records, said 8.162 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument found for the southwest corner of said Farm Tract 343 and the southwest corner of said tract herein described:

THENCE, North 26 33'54" West, with the west line of said Farm Tract 343, at a distance of 18.77' feet pass a ½-inch iron rod found for reference on the north right of way line of Mile 13 ½ North Road and continuing for a total distance of 378.11 feet to a ½-inch iron rod found for the northwest corner of said tract herein described.

THENCE, East, 1141.04 feet, with the south line of Frontera Heights Subdivision, Phase I, as per map recorded in Volume 37, Page 113 of said Hidalgo County Map Records, to a ½-inch iron rod found for the northwest corner of said tract herein described.

THENCE, South, with a line that is parallel to the east line of said Farm Tract 343, at a distance of 321.40 feet pass a ½-inch iron rod found for reference on the north right of way line of said Mile 13 ½ North Road and continuing for a total distance of 336.40 feet to a ½-inch iron rod found for the southeast corner of said tract herein described.

THENCE, West, 972.84 feet, with the south line of said Farm Tract 343 and with the centerline of said Mile 13 ½ North Road to the POINT OF BEGINNING and containing 8.162 acres of land more or less.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this ___ day of _____, 20__.

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

I, ANTHONY E. GRAY, PRESIDENT OF STONEHAVEN DEVELOPMENT, INC., A MARRIED PERSON, AS OWNER OF THE 8.162 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED FRONTERA HEIGHTS PHASE II SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OWNER: STONEHAVEN DEVELOPMENT, INC.
ANTHONY I. GRAY, PRESIDENT
707 E. HACKBERRY AVE.
McALLEN, TEXAS 78501

STATE OF TEXAS
COUNTY OF HIDALGO
(BLANKET EASEMENT)
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, ANTHONY E. GRAY, KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 30 DAY OF January A.D. 20 08

FERNANDO BERMOUDEZ
Notary Public, State of Texas
My Commission Expires
January 29, 2009

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST: _____ SECRETARY
_____ MAYOR, CITY OF WESLACO, TEXAS.

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 9 THIS _____ DAY OF _____, 200__, NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED ON HIDALGO COUNTY IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE GENERAL MANAGER.

_____
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)
WE THE UNDERSIGNED CERTIFY that the plat of the FRONTERA HEIGHTS PHASE II SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____.

_____ Hidalgo County Judge — Date
ATTEST: _____ Hidalgo County Clerk — Date

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY CLERK'S RECORDING CERTIFICATE
I, _____, COUNTY CLERK OF HIDALGO COUNTY, certify that the plat bearing this certificate was filed for record at _____ o'clock ____ month _____ and was recorded in Book _____ Sheet(s) _____ the Plat Records of Hidalgo County at o'clock ____M on _____.

_____
_____, Hidalgo County Clerk

STATE OF TEXAS
COUNTY OF HIDALGO
I, KAMBIZ S. KHADEMI, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

KAMBIZ S. KHADEMI, P.E.
REG. PROFESSIONAL ENGINEER No. 57767

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR No. 4032 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE, AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REYNALDO ROBLES
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4032
P.O. BOX 976
WESLACO, TEXAS 78599

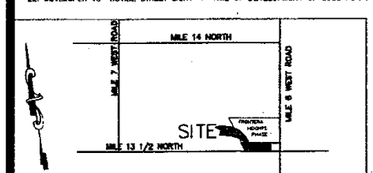
STATE OF TEXAS
REYNALDO ROBLES
4032
REGISTERED
PROFESSIONAL
LAND SURVEYOR

FRONTERA HEIGHTS PH II
IRREGULAR LOTS

LOT	AREA (S.F.)
1	49,503
5	29,215
6	29,215

INDEX TO SHEETS OF FRONTERA HEIGHTS PHASE II SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; HIDALGO NO. 9 CERTIFICATION; IRRIGATION DISTRICT #9; R.O.W. AND ROAD REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAPS; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION); INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION.
SHEET 3	WATER DISTRIBUTION AND SANITARY SEWER MAPS; TYPICAL WATER SERVICE CONNECTION DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL ROADWAY SECTION & CONSTRUCTION DETAILS.



LOCATION MAP
SCALE: 1"=2,000'

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
410 E DOVE
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125 FAX (956) 630-2219

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FRONTERA HEIGHTS PHASE II SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT
ON _____

_____ HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FRONTERA HEIGHTS PHASE II SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT
ON _____

_____, HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

FILED FOR RECORD IN
HIDALGO COUNTY, TX
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOL. _____ PAGE _____
OF THE RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
FRONTERA HEIGHTS PHASE II SUBDIVISION IS LOCATED IN EAST HIDALGO COUNTY, PCT #1 ON THE NORTH SIDE OF NORTH 13 1/2 MILE ROAD, APPROX. 350' WEST OF MILE 6 WEST RD. WESLACO (POPULATION 31,442) IS THE NEARBY MUNICIPALITY.
THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF WESLACO AND HIDALGO COUNTY PLANNING DEPARTMENT.
THIS SUBDIVISION LIES WITHIN WESLACO'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ). LGC 212.001

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	ANTHONY E. GRAY PRESIDENT OF STONEHAVEN DEVELOPMENT INC.	707 E. HACKBERRY AVE.	McALLEN 78501	(956) 630-4113	(956) 630-3811
ENGINEER:	KAMBIZ S. KHADEMI, P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	REYNALDO ROBLES, R.P.L.S.	P.O. BOX 476	WESLACO 78599	(956) 968-2422	(956) 969-2011

SHEET 1 OF 3

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

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

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

DATE: JUNE 08, 2009

RE: WINSTON COMMERCIAL PLAZA – PCT. 1

ON FEBRUARY 24 2009, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF SIX (6) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,100.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS AN INSPECTION REPORT FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE (1) SEPTIC TANK HAS BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,100.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 6,600.00
1ST REIMBURESMENT	$ 1,100.00
BALANCE REMAINING	$ 5,500.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb. 2 20 09

Received of: Jane Ponton $ 6600.00

Six thousand six hundred 00/100 Dollars

Subdivision: Winston Commercial Plaza

Cash ____ Check # 8374 M.O. # ____

Received by: Lola D. Camargo

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

○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	

○ ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank -	6600
Other	
TOTAL	6600

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
Nº 59945 -2

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

COUNTY AUDITOR'S FORM RE-PD-0001

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

8374

JANE PONTON
105 N AUGUSTA SQ W
MCALLEN, TX 78503-1268
(956) 534-4214
LIC. 08879772

381-6480

LONE STAR NATIONAL BANK
1901 N ED CAREY
HARLINGEN, TX 78550
88-1168/1149

1/17/2009

PAY TO THE ORDER OF HILDAGO COUNTY $ **6,600.00

Six Thousand Six Hundred and 00/100********** DOLLARS

HILDAGO COUNTY
EDINBURG, TEXAS

MEMO

AUTHORIZED SIGNATURE

Security features included. Details on back.

⑈008374⑈ ⑆114911687⑆ ⑈865 005546⑈

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

County of Hidalgo

1304 S. 25th Ave. - Edinburg, TX 78539
Phone: (956) 383-0111 • Fax: (956) 383-7351

On-Site Sewerage Inspection Report

Owner: ISAAC Cuellar **Permit #:** 48472
Address: Winston Commercial Plaza #3 **Phone #:**
Location: 12 & Y. LOT 3 **No. Bedrooms:** 3
Tank Type: Concrete

Inside diameter: 5'
Inside length of sides: 5'
Liquids depth or distance from tank bottom to outlet bottom: 4'9"
Airspace (approximately): 3"
Approximate gallon cap.: 0.75 = 1000

Drain Field: Trench ~~Bed~~: Bed: Evapotranspiration:
Distance from private well: NA
Distance from foundation: To tank: ~ To drainfield: ~
Distance from property line: To tank 5' To drainfield: 15'
Depth of Trench: 36" Width of trench: 36"
Backfill material: lb: II: III:
Dimensions: 200 X 5' = 1000 Sq. Ft.
Gravel: Natural: Crushed: Washed: ~
Amount: 00 yards, or Tons (per installation)
Pipe: Type: PVC Brand (if known): Number of feet: 200

General conditions and Workmanship:

Solid Lines from house schedule 40 and have cleanout	☑ YES ☐ NO
T's installed in tank at least 25% of liquid level	☑ YES ☐ NO
Trench or bed bottom essentially level	☑ YES ☐ NO
Gravel generally consistent 12" depth throughout field	☑ YES ☐ NO
Perforated pipe generally level throughout field	☑ YES ☐ NO
Porous media uniform (.72-2.0 inches)	☑ YES ☐ NO
Inlet and outlet flow clearly marked	☑ YES ☐ NO
Port holes 12" in diameter	☑ YES ☐ NO
Are end caps provided if drainfield not looped	☑ YES ☐ NO
Septic tank sturdy/water-tight	☑ YES ☐ NO
Geo-textile fabric used for the permeable soil barrier	☑ YES ☐ NO
Manufacturer's name address & tank capacity clearly visible	☑ YES ☐ NO

Installer: J A Gonzalez **License No.:** 1350
Remarks:
Inspector: **Date:** 5-8-09
D.R. Lic. # 20031

AI-15828 **16.A.**

Elections Leasing and Contract Fees

CC REGULAR

Date:	06/08/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Yvonne Ramon
Department:	BUDGET & MANAGEMENT
Agenda Category:	Elections Administration

Information

CAPTION

Discussion and consideration to increase the fees for leasing and contracting of Hidalgo County Elections Services with various cities and entities.

BACKGROUND

Documentation will be provided at Commissioners' Court.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact at this time, for discussion only.

Attachments

Link: may contract

Link: Nov. joint contract

Link: May leasing

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	06/04/2009 02:45 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 02:49 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/04/2009 03:46 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Rolando Garcia Started On: 06/03/2009 10:20 AM

Final Approval Date: 06/05/2009

2009 Hidalgo County Elections Contract Estimate Calculator

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	Election:	May

	Programming Services for iVotronic
1	Includes the inputting of jurisdictions, contest, propositions, candidates, amendments etc. Creating ballot image files and assigning precincts to polling locations.
2	Charge is based on the prices of renting a commercial truck(s), fuel and labor.
3	Recording of the audio files in both English and Spanish to appear on the ADA machine which is required to be at all polling locations.
4	Recording of the audio files in both English and Spanish to appear on the ADA machine which is required to be at all polling locations.
5	Creation of bag which contains necessary elements to open/close the polls, the PEBs, compact flash cards, and the required Logic & Accuracy testing.
6	The fee for the voting machines, which includes the servicing the iVotronic DREs.

	Electronic Poll Book
7	Allows access to our Electronic Poll Book throughout the Election as well as the "Voters Who Voted" reports.
8	The cost for the renting of laptops to access the Electronic Poll Book, includes the delivery/shipping as well as the insurance for the laptops.
9	Labels used with the Electronic Poll book that are printed and then attached to the combination forms where the voter signs.
10	A charge based on the number of Polling Locations in which the Electronic Poll book will be used plus a separate username and password is created for every location.
11	An attachment for the laptop, that allows for swiping driver's license information. No charge.
12	An attachment for the laptop, that allows for scanning voter registration cards. No charge.
13	An attachment for the laptop that prints the labels that are attached to the combination forms. No charge.

	Mail in Ballots Supplies
14	The cost for the 4 envelopes needed for a mail-in-ballot.
15	The cost for the postage of an individual mail-in-ballot.
16	The cost of a printed mail-in-ballot.
17	The cost of the mail-in-ballot application.

	Poll Book
18	The cost of the poll books is determined by the cost of the printing from our copy shop.

	Training
19	The cost of training per person times the number of hours of training.

	Advertisements/Notices
20	The cost of the advertising with The Monitor.
21	The cost of the advertising with a local newspaper.

	Supplies
22	The cost of the Early Voting combination forms.
23	The cost of the Election Day combination forms.
24	The cost of an Election Judge kit for Early Voting.
25	The cost of an Election Judge kit for Election Day.
26	The direct cost for our provisional bags.
27	The direct cost for our table top booths.
28	The direct cost for our ballot boxes.
29	The cost for the supplies that are used to create a cage kit (Surge Protector, Cage, Wires, Flags, Signs)
30	The cost for the printing of polling location maps.
31	The cost for any custom signs that are created and printed.
32	The cost for the printing of any sample ballots.

	Polling Location Rental Fees
33	The cost of any rental fees for any polling location.

	Insurance
34	The cost of liability insurance of Early Voting judges as determined by the formula (hourly rate * workers * hrs worked * .02)
35	The cost of liability insurance of Early Voting clerks as determined by the formula (hourly rate * workers * hrs worked * .02)
36	The cost of liability insurance of Election Day presiding Judges as determined by the formula (hourly rate * workers * hrs worked * .02)
37	The cost of liability insurance of Election Day Alternate Judge/Clerks as determined by the formula (hourly rate * workers * hrs worked * .02)

	Optional Security
38	The cost of security.

	Optional Accommodations*
39	The cost of bottled water.
40	The cost of snacks.

	Cell Phones
41	The cost of the cell phone.

42	The total of all the sub-totals.
43	A 10% administrative fee will be charged.
44	The Estimated Grand Total is the Sub-Total with the addition of the administrative fee.

2009 Hidalgo County Elections Contract Estimate Calculator

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.
PRICES ARE DIVIDED BETWEEN X ENTITIES.

	Election:	November			
	Programming Services for iVotronic	**Price**	**Quantity**		**Total**
1	Base Charge per Equipment Type	**$150.00**	1		$150.00
2	Delivery/Pick-up Fee	**$50.00**	1		$50.00
	Delivery/Pick-up Fee=100.00 Per Truck + .15 Per Mile + Fuel Costs (Shared Cost)				
3	Audio Files (Per Contest/Office/Proposition/Question File)	**$10.00**			$0.00
4	Audio Files (Per Candidate/Answer)	**$10.00**			$0.00
5	Polling Locations	**$100.00**			$0.00
6	iVotronic Voting Machines	**$200.00**			$0.00
	Total iVotronic Coding Charges				**$200.00**
	Electronic Poll Book	**Price**	**Quantity**		**Total**
7	Voter Registration Database (Per Day)	**$100.00**			$0.00
8	Laptop Rentals (notebook, insurance, delivery fee)	**$150.00**	per location		$0.00
9	Printer Labels (per vote)	**$0.02**			$0.00
10	Per Polling Location	**$20.00**			$0.00
11	Magnetic Card Swiper	**$0.00**			$0.00
12	Bar Code Scanner	**$0.00**			$0.00
13	Dymo Printer	**$0.00**			$0.00
	Total Electronic Poll Book Charges				**$0.00**
	Mail in Ballots Supplies	**Price**	**Quantity**		
14	Envelopes for Mail-in-Ballots (4 envelopes)	**$0.50**			$0.00
15	Postage Mail-in-Ballots (per request)	**$0.61**			$0.00
16	Paper Ballots for Mail-in-Ballots (per request)	**$0.08**			$0.00
17	Mail-in-Ballot applications	**$0.25**			$0.00
	Total Mail-in Ballot Supplies Charges				**$0.00**
	Poll Book	**Price**	**Quantity**		
18	Cost of Poll Books				$0.00
	Price = Total Registered Voters/20(Voters Per Sheet) *.10 (Price Per Sheet)* the number of poll book sets				
	Total Poll Book Charges				**$0.00**
	Advertisements/Notices	**Price**	**yes/no**		
19	The Monitor newspaper				$0.00
20	Local newspaper	**TBD**			
	Total Advertisement Charges				**$0.00**
	Training	**Workers**	**Price**	**Hour**	**Total**
21	iVotronic scheduled trainings (Per person, per hour)		**$7.00**		$0.00
	Total Training Charges				**$0.00**
	Supplies	**Price**	**Quantity**		**Total**
22	Early Voting Combination Forms	**$0.55**			$0.00
23	Election Day Combination Forms	**$0.55**			$0.00
24	Election Judge Kit for Early Voting	**$35.00**			$0.00
25	Election Judge Kit for Election Day	**$35.00**			$0.00
26	Provisional Bags	**$0.00**			$0.00
27	Table top	**$0.00**			$0.00
28	Ballot Box(s)	**$0.00**			$0.00
29	Cage Kit (flags, wires, tape, surge protector, headphones, iVo printer)	**$0.00**			$0.00
30	Polling Location Maps	**$0.00**			$0.00
31	Custom Signs	**$0.00**			$0.00
32	Sample Ballots	**$0.00**			$0.00
	Total Charges for Supplies				**$0.00**
	Polling Location Rental Fees	**Price**	**Quantity**		**Total**
33					$0.00
	Total Charges for Rental Fees				**$0.00**
	Payroll for Election Workers	**Price**			**Total**
34	Payroll for Early Voting Employees				$0.00
35	Payroll for Election Day Employees				$0.00
	Total Charges Payroll				**$0.00**
	Ballot Board	**Price**	**Quantity**		**Total**
36	Ballot Board (Other Entities)				$0.00
	Total Charges for the Ballot Board				**$0.00**
	Insurance	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
37	Liabilty insurance for Early Vote Supervisors	**$ 9.00**			$0.00
	(hourly rate X workers X hrs worked X 0.02/2 for shared cost)				
38	Liabilty insurance for Early Vote Clerks	**$ 8.00**			$0.00
	(hourly rate X workers X hrs worked X 0.02/2 for shared cost)				
39	Liabilty insurance for Election Day Presiding Judges	**$ 9.00**			$0.00
	(hourly rate X workers X hrs worked X 0.02/2 for shared cost)				
40	Liabilty insurance for Election Day Alternate/Clerks	**$ 8.00**			$0.00
	(hourly rate X workers X hrs worked X 0.02/2 for shared cost)				
	Total Charges for Insurance				**$0.00**
	Opitonal Security	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
41					$0.00
	Total Charges for Optional Security				**$0.00**
	Optional Accommodations*	**Price**	**Quantity**		**Total**
42	Bottled Water	**TBD**			$0.00
43	Snacks	**TBD**			$0.00
	Total Charges for Optional Accommodations				**$0.00**
	Cell Phones	**Price**	**Quantity**		**Total**
44	AT&T Wireless phone	**$36.26**			$0.00
	Total Charges for Cell Phones				**$0.00**
45	**Subtotal**				**$200.00**
46	**Administrative Fees (10%)**				**$20.00**
47	**ESTIMATED GRAND TOTAL**				**$220.00**

2009 Hidalgo County Elections Leasing Estimate Calculator

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

Reference Guide

	Election:	May
	Programming Services for iVotronic	
1	Includes the inputting of jurisdictions, contests, propositions, candidates, amendments etc. Creating ballot image files and assigning precincts to polling locations.	
2	Charge is based on the price of renting a commercial truck(s), fuel and labor.	
3	Recording of the audio file in both English and Spanish to appear on the ADA machine which is required to be at all polling locations.	
4	Recording of the audio file in both English and Spanish to appear on the ADA machine which is required to be at all polling locations.	
5	Creation of bag which contains the necessary elements to open/close the polls, the PEBs, compact flash cards, and the required Logic & Accuracy Testing.	
6	The fee for the voting machines, which includes the servicing the iVotronic DREs.	
	Electronic Poll Book Option	
7	Allows access to our Electronic Poll book throughout the Elections as well as the voters who voted reports.	
8	A charge based on the number of Polling Locations in which the Electronic Poll book will be used, plus a separate username and password is created for every location.	
	Poll Book Options	
9	A cd will be provided with the pdf files for self printing at no charge.	
10	If the cd option is not chosen the cost of the poll books will be the same as our cost to print the actual poll books through a copy shop vendor.	
	Training Options	
11	Provided that all training is done with our set scheduled training hours, there will be no charge for training.	
12	If the training is done outside the set scheduled training hours, yet is still within our training facilities, then a trainer fee will be charged.	
13	If training is done outside the set scheduled training hours and is outside of our facilities, than an off-site training fee will be charged for the trainers.	
14	In addition, there will be a per person charge for whomever is trained outside our facilities.	
	Optional Supplies	
15	The direct cost for our provisional bags.	
16	The direct cost for our small ballot boxes.	
17	The direct cost for our large ballot boxes.	
18	The direct cost for out ballot seals.	
19	The direct cost for our combination forms.	
20	The direct cost for our table top booths	
21	The direct cost for the printing of polling location maps.	
22	The subtotal of all the individual totals.	
23	An administrative fee of 10% will be charged to the total.	
24	The Estimated Grand total includes the administrative fee.	

AI-15824 **17.A.**

Medical/Dental Draft Contracts

CC REGULAR

Date:	06/08/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of draft contracts for the following providers meeting all specifications and Requirements for Medical and Dental Services:

Medical Providers	Dental Providers
Ashely Pediatrics	Nolana Family Dental
Industrial Health Works	Pablo Tagle, Jr. DDS, Inc.
Nuestra Clinica del Valle	The Children's Dentist
	Nuestra Clinica del Valle

BACKGROUND

Policy Council Approval: 05.20.09
Commissioners' Court Approval of RFQs: 05.26.09

Fiscal Impact

Attachments

Link: Medical and Dental Draft Contracts

Link: Dental Draft Contract (Childrens Dentist)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 03:26 PM	APRV
2	Roland Garcia	Rolando Garcia	06/04/2009 01:13 PM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Linda Galaviz — Started On: 06/03/2009 09:23 AM

Final Approval Date: 06/05/2009

CONTRACT FOR SERVICES
MEDICAL & DENTAL
2009-03-033

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **ASHLEY PEDIATRICS DAY & NIGHT CLINIC** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

ASHLEY PEDIATRICS DAY & NIGHT CLINIC
801 E. NOLANA STE 13-A
McALLEN TX, 78504

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and

Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: ASHLEY PEDIATRICS DAY & NIGHT CLINIC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY: _____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Medical Service

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete physical examination (head to toe assessment) at his/her respective practice or center site on the initial visit. The form **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** will be shown with date of exam, signature of the Provider, referral and or treatment.

2. Any "abnormal findings" or "not evaluated" will be accompanied by an explanation.

3. Minor acute illnesses will be referred to their own family physician, if none is available, clients will be treated on site and a follow-up appointment made for a later date.

4. Chronic illnesses or other abnormalities encountered will be referred for further evaluation or treatment.

5. ALL MEDICAID CHILDREN WILL RECEIVE AN EXAM AS PER THE EPSDT MEDICAL PROCEDURES SCHEDULED BY AGE. (Medicaid Provider Procedure Manual)

6. Physical findings, treatments and or referrals will be discussed with parents upon completion of examination.

7. Confidentiality of medical records will be maintained in accordance of examination.

8. Upon completion of **"HEAD START: PHYSICAL EXAM AND ASSESSMENT"** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.

9. The Provider's statement, which lists the child's name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.

10. The total number of children provided medical services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during physical exam. If parent is unable to attend, a

brief medical history will be obtained from parent.

2. Provide **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** form with child's
name and address.

3. Schedule a minimum of twenty (20) patients for physical exams, when clinics are to be held at center site.

CONTRACT FOR SERVICES
MEDICAL & DENTAL
2009-03-033

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **NOLANA FAMILY DENTAL** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

6. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

7. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

8. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

9. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

NOLANA FAMILY DENTAL
801 E. NOLANA STE. 21
MCALLEN TX, 78504

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and

Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

J. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

K. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

L. 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 performance in Hidalgo County, Texas.

M. 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.

N. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

O. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

P. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

Q. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: NOLANA FAMILY DENTAL

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services-Dental Health Services

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete and comprehensive dental examination at his/her respective practice on the initial visit. The **"Dental Health Form"** will be shown with date of exam, signature of the Provider, referral and or treatment done.

2. A complete and comprehensive dental examination-on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
    1. A visual examination
    2. X-Rays
    3. Prophylaxis(cleaning)
    4. Nutritional Counseling
    5. Behavior management, if necessary.

3. Periodic Oral Examination-Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.

4. Referral- If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.

5. Confidentiality of medical records will be maintained in accordance of examination.

6. Upon completion of **"HEAD START: Dental Health Form"** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.

7. The Provider's statement, which lists the child's name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.

8. The total number of children provided dental services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during dental exam. If parent is unable to attend, a brief medical history will be obtained from parent.

    Provide **"HEAD START: Dental Health Form"** with child's name and address.

CONTRACT FOR SERVICES
MEDICAL & DENTAL
2009-03-033

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **NUESTRA CLINICA DEL VALLE** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

10. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

11. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

12. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

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Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

NUESTRA CLINICA DEL VALLE
P.O. BOX 1689
PHARR TX, 78577

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and

Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

R. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

S. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

T. 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 performance in Hidalgo County, Texas.

U. 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.

V. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

W. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

X. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

Y. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: NUESTRA CLINICA DEL VALLE HEAD START PROGRAM

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY: _____
Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Medical Service

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1304:

11. The provider will perform a complete physical examination (head to toe assessment) at his/her respective practice or center site on the initial visit. The form **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** will be shown with date of exam, signature of the Provider, referral and or treatment.

12. Any "abnormal findings" or "not evaluated" will be accompanied by an explanation.

13. Minor acute illnesses will be referred to their own family physician, if none is available, clients will be treated on site and a follow-up appointment made for a later date.

14. Chronic illnesses or other abnormalities encountered will be referred for further evaluation or treatment.

15. ALL MEDICAID CHILDREN WILL RECEIVE AN EXAM AS PER THE EPSDT MEDICAL PROCEDURES SCHEDULED BY AGE. (Medicaid Provider Procedure Manual)

16. Physical findings, treatments and or referrals will be discussed with parents upon completion of examination.

17. Confidentiality of medical records will be maintained in accordance of examination.

18. Upon completion of **"HEAD START: PHYSICAL EXAM AND ASSESSMENT"** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.

19. The Provider's statement, which lists the child's name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.

20. The total number of children provided medical services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

4. Encourage the child's parent to be present during physical exam. If parent is unable to attend, a

brief medical history will be obtained from parent.

5. Provide **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** form with child's
name and address.

6. Schedule a minimum of twenty (20) patients for physical exams, when clinics are to be held at center site.

Exhibit A

Description of Services-Dental Health Services

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1304:

9. The provider will perform a complete and comprehensive dental examination at his/her respective practice on the initial visit. The **"Dental Health Form"** will be shown with date of exam, signature of the Provider, referral and or treatment done.

10. A complete and comprehensive dental examination-on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
    6. A visual examination
    7. X-Rays
    8. Prophylaxis(cleaning)
    9. Nutritional Counseling
    10. Behavior management, if necessary.

11. Periodic Oral Examination-Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.

12. Referral- If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.

13. Confidentiality of medical records will be maintained in accordance of examination.

14. Upon completion of **"HEAD START: Dental Health Form"** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.

15. The Provider's statement, which lists the child's name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.

16. The total number of children provided dental services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

2. Encourage the child's parent to be present during dental exam. If parent is unable to attend, a brief medical history will be obtained from parent.

3. Provide **"HEAD START: Dental Health Form"** with child's name and address.

CONTRACT FOR SERVICES
MEDICAL & DENTAL
2009-03-033

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **PABLO TAGLE, JR. DDS. INC** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

14. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

15. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

16. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

17. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

PABLO TAGLE, JR. DDS, INC

2215 FERN AVE.
MCALLEN TX, 78501

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

Z. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

AA. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own

expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

BB. 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 performance in Hidalgo County, Texas.

CC. 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.

DD. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

EE. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

FF. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

GG. Provider will perform its services at all times in compliance with federal,

state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: PABLO TAGLE, JR. DDS. INC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY: _____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services-Dental Health Services

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1304:

17. The provider will perform a complete and comprehensive dental examination at his/her respective practice on the initial visit. The **"Dental Health Form"** will be shown with date of exam, signature of the Provider, referral and or treatment done.

18. A complete and comprehensive dental examination-on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
    11. A visual examination
    12. X-Rays
    13. Prophylaxis(cleaning)
    14. Nutritional Counseling
    15. Behavior management, if necessary.

19. Periodic Oral Examination-Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.

20. Referral- If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.

21. Confidentiality of medical records will be maintained in accordance of examination.

22. Upon completion of **"HEAD START: Dental Health Form"** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.

23. The Provider's statement, which lists the child's name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.

24. The total number of children provided dental services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

4. Encourage the child's parent to be present during dental exam. If parent is unable to attend, a brief medical history will be obtained from parent.

5. Provide **"HEAD START: Dental Health Form"** with child's name and address.

CONTRACT FOR SERVICES
MEDICAL & DENTAL
2009-03-033

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **SARJONI BOSE G. M.D. dba INDUSTRIAL HEALTH WORKS(** hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

18. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

19. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

20. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

21. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

SARJONI BOSE M.D. dba INDUSTRIAL HEALTH WORKS
6900 N. 10TH STE. 10
McALLEN TX, 78504

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

HH. The Provider's employees, if any, who perform services for the Program

under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

II. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own

expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

JJ. 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 performance in Hidalgo County, Texas.

KK. 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.

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MM. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

NN. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

OO. Provider will perform its services at all times in compliance with federal,

state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: SARJONI G. BOSE
Dba INDUSTRIAL HEALTH WORKS

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD
START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

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30. The total number of children provided medical services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

7. Encourage the child's parent to be present during physical exam. If parent is unable to attend, a brief medical history will be obtained from parent.

8. Provide **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** form with child's name and address.

9. Schedule a minimum of twenty (20) patients for physical exams, when clinics are to be held at center site.

CONTRACT FOR SERVICES
MEDICAL & DENTAL
2009-03-033

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **THE CHILDREN'S DENTIST** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

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WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

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3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

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4. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

THE CHILDREN'S DENTIST
1717 E. HARRISON
HARLINGEN TX, 78550

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: THE CHILDREN'S DENTIST

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services-Dental Health Services

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete and comprehensive dental examination at his/her respective practice on the initial visit. The **"Dental Health Form"** will be shown with date of exam, signature of the Provider, referral and or treatment done.

2. A complete and comprehensive dental examination-on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
    1. A visual examination
    2. X-Rays
    3. Prophylaxis(cleaning)
    4. Nutritional Counseling
    5. Behavior management, if necessary.

3. Periodic Oral Examination-Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.

4. Referral- If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.

5. Confidentiality of medical records will be maintained in accordance of examination.

6. Upon completion of **"HEAD START: Dental Health Form"** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.

7. The Provider's statement, which lists the child's name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.

8. The total number of children provided dental services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during dental exam. If parent is unable to attend, a brief medical history will be obtained from parent.

2. Provide **"HEAD START: Dental Health Form"** with child's name and address.

AI-15827 **17.B.**

Special Services Draft Contracts

CC REGULAR

Date:	06/08/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of draft contracts for the following providers meeting all specifications and requirements for Special Services:

Kids in Action Therapy	RGV's Training Wheels Therapry Clinic, LLC
Advance Therapy Solutions	Risas y Rayones Rehab Services
Best Beyond Expectations Speeh Therapy	Step n Stride Rehabilitation Center
First Steps Pediatric Rehab	Kids Zone Childrens Rehab
Kidding Around Therapy Inc	Team Success Therapy Center
Kidiatric Therapy Service	TheraCare Rehab Services, PLLC
Kids Korner Renaissance Outpatient Rehab Center	Therapy Central Childrens Rehab Services
Melody Kids Care, LLC	Total Care Rehab Center
Procare Therapies, PC	Valley Therapy Center Inc
Quality Therapy Providers	Weslaco Therapy Center Inc

BACKGROUND

Policy Council Approval: 05.20.09
Commissioners' Court Approval: 05.26.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Special Services Draft Contracts

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 03:32 PM	APRV
2	Roland Garcia	Rolando Garcia	06/04/2009 10:32 AM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Linda Galaviz — Started On: 06/03/2009 09:42 AM

Final Approval Date: 06/05/2009

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Acovill Management Co. LLC. dba Kids In Action Therapy** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Acovill Management Co. LLc, dba Kids In Action Therapy
2101 E. Griffin Parkway
Mission Tx, 78572

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and

Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: ACOVILL MANAGEMENT CO.LLC. dba KIDS IN ACTION THERAPY

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY: _____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Physical Therapy & Evaluation
(b) Occupational Therapy & Evaluation
(c) Speech Therapy & Evaluation
(d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(e) Assessment Report
(f) Head Start Diagnostic Report
(g) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Advance Therapy Solutions** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

6. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

7. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

8. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

9. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Advance Therapy Solutions
4716 S. Jackson
Edinburg Tx, 78539

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

J. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

K. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

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PROVIDER:
ADVANCE THERAPY SOLUTIONS

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

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(j) Speech Therapy & Evaluation
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(l) Assessment Report
(m) Head Start Diagnostic Report
(n) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

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(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

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CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

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WITNESSETH:

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WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

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

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Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Best-Beyond Expectations Speech Therapy
836 E. Exp. 83
La Joya Tx, 78560

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and

Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

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U. 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.

V. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

W. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

X. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

Y. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
BEST-BEYOND EXPECTATION SPEECH THERAPY

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(o) Physical Therapy & Evaluation
(p) Occupational Therapy & Evaluation
(q) Speech Therapy & Evaluation
(r) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(s) Assessment Report
(t) Head Start Diagnostic Report
(u) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **First Steps Pediatric Rehab** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

14. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

15. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

16. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

17. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

First Steps Pediatric Rehab.
1301 East Fern Ste. Dr.
Mcallen Tx, 78501

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

Z. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

AA. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

BB. 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 performance in Hidalgo County, Texas.

CC. 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.

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FF. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

GG. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
FIRST STEPS PEDIATRIC REHAB

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

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The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(v) Physical Therapy & Evaluation
(w) Occupational Therapy & Evaluation
(x) Speech Therapy & Evaluation
(y) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(z) Assessment Report
(aa) Head Start Diagnostic Report
(bb) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

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insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Kidding Around Therapy Inc** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

18. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

19. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

20. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

21. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Kidding Around Therapy, Inc.
3133 West Alberta Rd.
Edinburg, Tx. 78539

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

HH. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

II. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

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IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
Kidding Around Therapy, Inc.

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

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The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(cc) Physical Therapy & Evaluation
(dd) Occupational Therapy & Evaluation
(ee) Speech Therapy & Evaluation
(ff) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(gg) Assessment Report
(hh) Head Start Diagnostic Report
(ii) Eligibility and Determination Form

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Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

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insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Kidiatric Therapy Service** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

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Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Kidiatric Therapy Service
3611 N. Ware Rd.
Mcallen Tx 78572

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

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PP. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

QQ. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

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PROVIDER:
KIDIATRIC THERAPY SERVICES

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

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(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit

insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Kids Korner Renaissance Outpatient Rehab Center** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

26. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

27. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

28. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

29. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Kids Korner Renaissance Outpatient Rehab Center
3249 N. 38th Street
McAllen Tx, 78504

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and

Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

XX. The Provider's employees, if any, who perform services for the Program

under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

YY. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

ZZ. 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 performance in Hidalgo County, Texas.

AAA. 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.

BBB. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

CCC. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

DDD. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

EEE. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
KIDS KORNER RENAISSANCE OUTPATIENT REHAB.

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(qq) Physical Therapy & Evaluation
(rr) Occupational Therapy & Evaluation
(ss) Speech Therapy & Evaluation
(tt) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(uu) Assessment Report
(vv) Head Start Diagnostic Report
(ww) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit

insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Melody Kids Care, LLC** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

30. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

31. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

32. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

33. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Melody Kids Care LLC,
833 E. Esperanza Ave. Ste. C
McAllen Tx, 78501

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

FFF. The Provider's employees, if any, who perform services for the Program

under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

GGG. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

HHH. 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 performance in Hidalgo County, Texas.

III. 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.

JJJ. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

KKK. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

LLL. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

MMM. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
MELODY KIDS CARE LLC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(xx) Physical Therapy & Evaluation
(yy) Occupational Therapy & Evaluation
(zz) Speech Therapy & Evaluation
(aaa) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(bbb) Assessment Report
(ccc) Head Start Diagnostic Report
(ddd) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit

insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **ProCare Therapies, P.C** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

34. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

35. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

36. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

37. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

ProCare Therapies P.C.
P.o. Box 247
18360 FM 493
La Blanca Tx, 78558

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

NNN. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

OOO. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

PPP. 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 performance in Hidalgo County, Texas.

QQQ. 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.

RRR. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

SSS. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

TTT. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

UUU. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
PROCARE THERAPIES,PC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(eee) Physical Therapy & Evaluation
(fff) Occupational Therapy & Evaluation
(ggg) Speech Therapy & Evaluation
(hhh) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(iii) Assessment Report
(jjj) Head Start Diagnostic Report
(kkk) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
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(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

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insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **QTP II, Inc, dba Quality Therapy Providers** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

38. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

39. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

40. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

41. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

QTP II, Inc. dba Quality Therapy Providers
50 N. Vermont, Suite 2
Mercedes Tx, 78570

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and

Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

VVV. The Provider's employees, if any, who perform services for the Program

under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

WWW. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

XXX. 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 performance in Hidalgo County, Texas.

YYY. 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.

ZZZ. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

AAAA. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

BBBB. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

CCCC. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of

the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
QTP II INC.dba QUALITY THERAPY PROVIDER

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY: _____
Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(lll) Physical Therapy & Evaluation
(mmm) Occupational Therapy & Evaluation
(nnn) Speech Therapy & Evaluation
(ooo) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(ppp) Assessment Report
(qqq) Head Start Diagnostic Report
(rrr) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit

insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **RGV'S Training Wheels Therapy Clinic, LLC** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

42. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

43. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

44. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

45. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

RGV'S Training Wheels Therapy Clinic,LLC
2506 Buddy Owens
McAllen Tx, 78504

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and

Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

DDDD. The Provider's employees, if any, who perform services for the Program

under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

EEEE. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

FFFF. 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 performance in Hidalgo County, Texas.

GGGG. 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.

HHHH. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

IIII. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

JJJJ. Provider will not discriminate on the basis of race, color, sex, age, religion,

national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

KKKK. Provider will perform its services at all times in compliance with federal,

state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
RGV'S TRAINING WHEELS THERAPY CLINIC LLC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(sss) Physical Therapy & Evaluation
(ttt) Occupational Therapy & Evaluation
(uuu) Speech Therapy & Evaluation
(vvv) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(www) Assessment Report
(xxx) Head Start Diagnostic Report
(yyy) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Risas Y Rayones Rehab Services** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

46. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

47. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

48. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

49. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Risas y Rayones Rehab Services
6400 S. Cage Blvd. Ste G
Pharr Tx, 78577

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

LLLL. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

MMMM. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

NNNN. 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 performance in Hidalgo County, Texas.

OOOO. 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.

PPPP. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

QQQQ. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

RRRR. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

SSSS. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
RISAS Y RAYONES REHAB SERVICES

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(zzz) Physical Therapy & Evaluation
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(bbbb) Speech Therapy & Evaluation
(cccc) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(dddd) Assessment Report
(eeee) Head Start Diagnostic Report
(ffff) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

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insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Step N Stride Rehabilitation Center** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

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51. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

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Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Step N Stride Rehabilitation Center
805 N. Cage Ste. I-J
Pharr Tx, 78577

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

TTTT. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

UUUU. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

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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.

XXXX. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

YYYY. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

ZZZZ. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

AAAAA. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
Step N Stride Rehabilitation Center

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____
Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(gggg) Physical Therapy & Evaluation
(hhhh) Occupational Therapy & Evaluation
(iiii) Speech Therapy & Evaluation
(jjjj) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(kkkk) Assessment Report
(llll) Head Start Diagnostic Report
(mmmm) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Tauro Investments, LLC. dba Kids Zone Children's Rehab** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

54. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

55. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

56. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

57. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Tauro Investment, LLC dba Kids Zone Children's Rehab
1400 E. Ridge Rd. Ste. 1
McAllen Tx, 78503

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and

Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

BBBBB. The Provider's employees, if any, who perform services for the Program

under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

CCCCC. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

DDDDD. 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 performance in Hidalgo County, Texas.

EEEEE. 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.

FFFFF. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

GGGGG. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

HHHHH. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

IIIII. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of

the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
TAURO INVESTMENTS LLC,
Dba KIDS ZONE CHILDREN' REHAB

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(nnnn) Physical Therapy & Evaluation
(oooo) Occupational Therapy & Evaluation
(pppp) Speech Therapy & Evaluation
(qqqq) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(rrrr) Assessment Report
(ssss) Head Start Diagnostic Report
(tttt) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit

insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Team Success Inc. dba Team Success Therapy Center** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

58. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

59. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

60. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

61. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Team Success Inc. dba, Team Success Therapy Center
720 E. Ave. Suite 1008
Elsa, Texas 78543

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and

Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

JJJJJ. The Provider's employees, if any, who perform services for the Program

under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

KKKKK. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

LLLLL. 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 performance in Hidalgo County, Texas.

MMMMM. 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.

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OOOOO. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

PPPPP. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

QQQQQ. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of

the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
TEAM SUCCESS INC. dba
TEAM SUCCESS THERAPY CENTER

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(uuuu) Physical Therapy & Evaluation
(vvvv) Occupational Therapy & Evaluation
(wwww) Speech Therapy & Evaluation
(xxxx) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(yyyy) Assessment Report
(zzzz) Head Start Diagnostic Report
(aaaaa) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Thera-Care Rehab Services PLLC** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

62. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

63. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

64. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

65. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Thera-Care Rehab Services, PLLC
7600 W. Expressway 83
Mission Tx, 78572

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

RRRRR. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

SSSSS. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

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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.

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WWWWW. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

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IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
Thera-Care Rehab Services, PLLC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____
Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

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The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

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(ccccc) Occupational Therapy & Evaluation
(ddddd) Speech Therapy & Evaluation
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(fffff) Assessment Report
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The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

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Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Therapy Central Children's Rehab. Services** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and WHEREAS, Program participants' (students) are examined and treated by the Provider; and WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

66. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

67. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

68. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the

Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

69. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Therapy Central Children's Rehab Services
4416 N. McColl Rd.
McAllen Tx, 78504

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

ZZZZZ. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

AAAAAA. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

BBBBBB. 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 performance in Hidalgo County, Texas.

CCCCCC. 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.

DDDDDD. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

EEEEEE. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

FFFFFF. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

GGGGGG. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: THERAPY CENTRAL CHILDREN'S REHAB. SERVICES

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY: _____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(iiiii) Physical Therapy & Evaluation
(jjjjj) Occupational Therapy & Evaluation
(kkkkk) Speech Therapy & Evaluation
(llll) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(mmmmm) Assessment Report
(nnnnn) Head Start Diagnostic Report
(ooooo) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Total Care Rehab Center** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

70. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

71. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

72. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

73. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Total Care Rehab Center
3004-A N. Buisness 281
Edinburg Tx, 78541

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

HHHHHH. The Provider's employees, if any, who perform services for the Program

under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

IIIIII. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

JJJJJJ. 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 performance in Hidalgo County, Texas.

KKKKKK. 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.

LLLLLL. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

MMMMMM. No amendment, modification or alteration of the terms hereof shall be

binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

NNNNNN. Provider will not discriminate on the basis of race, color, sex, age, religion,

national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

OOOOOO. Provider will perform its services at all times in compliance with federal,

state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
TOTAL CARE REHAB CENTER

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

_____
Clerk

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

Arturo Guajardo, Jr., County

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(ppppp) Physical Therapy & Evaluation
(qqqqq) Occupational Therapy & Evaluation
(rrrrr) Speech Therapy & Evaluation
(sssss) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(ttttt) Assessment Report
(uuuuu) Head Start Diagnostic Report
(vvvvv) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Valley Therapy Center Inc** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

74. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

75. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

76. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

77. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Valley Therapy Center Inc.
4232 N. McColl Rd.
McAllen Tx, 78504

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

PPPPPP. The Provider's employees, if any, who perform services for the Program

under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

QQQQQQ. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

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laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

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IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
VALLEY THERAPY CENTER INC.

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

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(bbbbbb) Head Start Diagnostic Report
(cccccc) Eligibility and Determination Form

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Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

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CONTRACT FOR SERVICES
DISABILITY
2009-03-035

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Weslaco Therapy Center Inc** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

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WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

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Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

80. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

81. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Weslaco Therapy Center Inc.
505 Angelita St. Suite 16
Weslaco Tx. 78596

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and

Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

XXXXXX. The Provider's employees, if any, who perform services for the Program

under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

YYYYYY. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

ZZZZZZ. 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 performance in Hidalgo County, Texas.

AAAAAAA. 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.

BBBBBBB. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

CCCCCCC. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

DDDDDDD. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

EEEEEEE. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of

the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
WESLACO THERAPY CENTER

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(dddddd) Physical Therapy & Evaluation
(eeeeee) Occupational Therapy & Evaluation
(ffffff) Speech Therapy & Evaluation
(gggggg) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(hhhhhh) Assessment Report
(iiiiii) Head Start Diagnostic Report
(jjjjjj) Eligibility and Determination Form

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

AI-15825 **17.C.**

Mental Health Draft Contracts

CC REGULAR

Date:	06/08/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of draft contracts for the following providers meeting all specifications and requirements for Mental Health Services:

Tony Guzman - Guzman and Associates
Maricela Medrano - Fina's Helping Hands
Maria C. Quilantan - Counseling Center of South Texas
Norma Villanueva - Modern View Clinical Services

BACKGROUND

Policy Council Approval: 05.20.09
Commissioners' Court Approval of RFQs: 05.26.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Mental Health Draft Contracts

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 03:27 PM	APRV
2	Roland Garcia	Rolando Garcia	06/04/2009 10:32 AM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Linda Galaviz — Started On: 06/03/2009 09:35 AM

Final Approval Date: 06/05/2009

CONTRACT FOR SERVICES
MENTAL HEALTH
2009-03-034

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **COUNSELING CENTER OF SOUTH TEXAS** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

COUNSELING CENTER OF SOUTH TEXAS
5400 S. JACKSON RD.
EDINBURG TX, 78539

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and

Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

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 performance in Hidalgo County, Texas.

E. 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.

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G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: COUNSELIN CENTER OF SOUTH TEXAS

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A
Description of Mental Health Services

The providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an “as needed basis”.

(a) Assist in planning mental health program activities.
(b) Provide workshop/in-service training on mental health topics to Head Start staff/parents.
(c) Perform Classroom Observations
(d) **Submit a typed written report on findings and recommendations to the Head Start Program b two weeks from date of referral**.
(e) Provide Developmental Evaluation for children to determine nature of problem and /or rule out medical problems.
(f) Provide individual and/or family counseling to those Head Start Children and Families that are referred.
(g) Advise in the utilization of other community resources and referrals.
(h) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
(i) Indemnification- The contractor agreed to indemnify and hold harmless the Agency, it’s director, officers, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the contractor in rendering services contemplated by this agreement.

The program shall furnish the following services, data and information to Provider:

(a) A completed referral on children exhibiting atypical and emotional behaviors **are referred by site staff or parental concern**.
(b) Information released on a referral form will remain specific to the need for referral and services being requested.
(c) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize coast reimbursement due to Program.

TERMS OF CONTRACT:

1. The provider shall commence services on, September 2009 and shall complete services no later that August 2010. **Note**: All initial referrals to be assessed within five (5) days of the date of referral.
2. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.
3. Confidentiality: Each party shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.

IN-KIND SERVICE BY CONTRACTOR:

1. The provider will provide the Program with a monthly listing of the following in-king services provided when deemed appropriate:

    (a) Classroom Observation and recommendation
    (b) Developmental evaluation
    (c) Individual/ family counseling (per hour)
    (d) Workshop/In-Service/Training

CONTRACT FOR SERVICES
MENTAL HEALTH
2009-03-034

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **MARICELA MEDRNO** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

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6. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

7. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

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Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

MARICELA MEDRANO
117 E. CAMELLIA
McALLEN TX, 78501

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PROVIDER: MARICELA MEDRANO

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
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(o) Provide individual and/or family counseling to those Head Start Children and Families that are referred.
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CONTRACT FOR SERVICES
MENTAL HEALTH
2009-03-034

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

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12. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

13. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

MODERN VIEW CLINICAL SERVICES
3215 W. ALBERTA RD.
EDINBURG TX, 78539

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

R. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

S. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

T. 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 performance in Hidalgo County, Texas.

U. 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.

V. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

W. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

X. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

Y. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: MODERN VIEW CLINICAL SERVICES

BY: _____
(Provider's Name)

_____
(Print Name)

_____
Director (Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive

BY:

_____

Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Mental Health Services

The providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an “as needed basis”.

(s) Assist in planning mental health program activities.
(t) Provide workshop/in-service training on mental health topics to Head Start staff/parents.
(u) Perform Classroom Observations
(v) **Submit a typed written report on findings and recommendations to the Head Start Program b two weeks from date of referral**.
(w) Provide Developmental Evaluation for children to determine nature of problem and /or rule out medical problems.
(x) Provide individual and/or family counseling to those Head Start Children and Families that are referred.
(y) Advise in the utilization of other community resources and referrals.
(z) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
(aa) Indemnification- The contractor agreed to indemnify and hold harmless the Agency, it’s director, officers, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the contractor in rendering services contemplated by this agreement.

The program shall furnish the following services, data and information to Provider:

(g) A completed referral on children exhibiting atypical and emotional behaviors **are referred by site staff or parental concern**.
(h) Information released on a referral form will remain specific to the need for referral and services being requested.
(i) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize coast reimbursement due to Program.

TERMS OF CONTRACT:

7. The provider shall commence services on, September 2009 and shall complete services no later that August 2010. **Note**: All initial referrals to be assessed within five (5) days of the date of referral.
8. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.
9. Confidentiality: Each party shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.

IN-KIND SERVICE BY CONTRACTOR:

3. The provider will provide the Program with a monthly listing of the following in-king services provided when deemed appropriate:

    (a) Classroom Observation and recommendation
    (b) Developmental evaluation
    (c) Individual/ family counseling (per hour)
    (d) Workshop/In-Service/Training

CONTRACT FOR SERVICES
MENTAL HEALTH
2009-03-034

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **TONY GUZMAN dba GUZMAN & ASSOCIATES** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

14. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

15. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

16. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

17. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

TONY GUZMAN dba GUZMAN & ASSOCIATES
210 NOLANA SUITE B
McALLEN TX, 78504

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

Z. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

AA. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

BB. 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 performance in Hidalgo County, Texas.

CC. 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.

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EE. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

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GG. Provider will perform its services at all times in compliance with federal,

state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: TONY GUZMAN
dba GUZMAN & ASSOCIATES

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

HIDALGO COUNTY HE
HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

Exhibit A
Description of Mental Health Services

The providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an “as needed basis”.

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(dd) Perform Classroom Observations
(ee) **Submit a typed written report on findings and recommendations to the Head Start Program b two weeks from date of referral**.
(ff) Provide Developmental Evaluation for children to determine nature of problem and /or rule out medical problems.
(gg) Provide individual and/or family counseling to those Head Start Children and Families that are referred.
(hh) Advise in the utilization of other community resources and referrals.
(ii) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
(jj) Indemnification- The contractor agreed to indemnify and hold harmless the Agency, it’s director, officers, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the contractor in rendering services contemplated by this agreement.

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IN-KIND SERVICE BY CONTRACTOR:

4. The provider will provide the Program with a monthly listing of the following in-king services provided when deemed appropriate:

(a) Classroom Observation and recommendation
(b) Developmental evaluation
(c) Individual/ family counseling (per hour)
Workshop/In-Service/Training

AI-15805 **18.A.**

WIC Amendment

CC REGULAR

Date:	06/08/2009
Submitted By:	Margarita Gonzalez, WIC
Department:	WIC
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 $238,775.00.

BACKGROUND

Awarded monies for the purchase of a 2009 Mobile Clinic.

Awarded letter from TDSHS

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 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 $238,775.00 as certified by County Auditor.

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

Attachments

Link: award letter

Link: Cert of Review

Link: Budaget Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 08:27 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	06/04/2009 02:32 PM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Margarita Gonzalez — Started On: 06/02/2009 02:35 PM

Final Approval Date: 06/05/2009

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

May 29, 2009

Norma L. Longoria, WIC Director
LA #012, Hidalgo County Health Dept.
WIC Administrative Office
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

The United States Department of Agriculture (USDA) has granted approval for The Hidalgo County Health Department, WIC Local Agency #012, to purchase a 2009 medical mobile clinic, with total costs not to exceed $238,775.

Approval is granted with the understanding that procurement will be in compliance with 7CFR Part 3016. It is our understanding that the items will be purchased from the low bidder.

Since this will be paid for with approved infrastructure funds, please submit the reimbursement request on a separate *State of Texas Purchase Voucher* indicating "Infrastructure Funds." Please maintain all proper documentation for purposes of an audit or fiscal monitoring review.

If you have any questions or require additional information, please contact Alisin Genfan, Contract Development and Support Branch, at (512) 458-7111, extension 3156, or alisin.genfan@dshs.state.tx.us.

Sincerely,

for Mike Montgomery, Section Director
Nutrition Services Section

AG

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 29, 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 Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an grant award from the United States Department of Agriculture (USDA). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$238,775.00	WIC

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/29/09
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92nd D.C. | RODOLFO DELGADO JUDGE, 93rd D.C. | J. R. "BOBBY" FLORES JUDGE, 139th D.C. | ROSE GUERRA REYNA JUDGE, 206th D.C. | JUAN R. PARTIDA JUDGE, 275th D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332nd D.C. | NOE GONZALEZ JUDGE, 370th D.C. OVERSEER | LETICIA LOPEZ JUDGE, 398th D.C. | AIDA SALINAS FLORES JUDGE, 398th D.C. | ISRAEL RAMON, JR. JUDGE, 430th D.C. | JESSE CONTRERAS JUDGE, 449th D.C.

DATE: 6/2/2009

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

ACCOUNT NO.		ACCOUNT NAME	AMOUNT
9.1292.441.00.350.001.9	741	Vehicles	238,775.00
		TOTAL APPROPRIATION:	238,775.00
9-1292-331-10-350-001-9-	000	WIC Administration Revenues	238,775.00
		TOTAL REVENUES	238,775.00
TOTAL BUDGET INCREASE REQUEST:			238,775.00

Reason : **For the purchase of the WIC Mobile.**

Department Head Signature

/ /

'PROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-15806 **19.A.**

Open-cut - Sibley Haven Subdivision

CC REGULAR

Date:	06/08/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for discussion and/or approval of Open-Cut permit for North Alamo Water Supply Corporation to perform the following:
1. Open cut approximately 160' west of the centerline of Old La Blanca Road on the north and south side of Mile 12 North - 2" PVC casing, 3/4" service connection - North Alamo Water Supply.

2. Open cut approximately 180' west of the centerline of Old La Blanca Road on the north and south side of Mile 12 North - 12" PVC casing, 6" waterline - North Alamo Water Supply.

3. Open cut approximately 350' west of the centerline of Old La Blanca Road on the north and south side of Mile 12 North - 2" PVC casing, 1" service connection - North Alamo Water Supply.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Link: Pipeline Permits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 08:28 AM	APRV
2	Dale Kennan	Dale Kennan	06/03/2009 04:24 PM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Sandra Garcia — Started On: 06/02/2009 03:01 PM

Final Approval Date: 06/05/2009

REVISED NOVEMBER 2005

FEE: $ 3.75

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 9th day of June ,2009 does by these presents **GRANT, GIVE AND RELINQUISH TO**:

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

1.Approximately 160'west of the centerline of Old La Blanca Rd on the north and south side of mile 12N OPEN-CUT- 2"PVC casing / ¾"service connection (Sibley Haven Sub)

2.Approximately 180'west of the centerline of Old La Blanca Rd on the north and south side of mile 12N OPEN-CUT- 12"PVC casing / 6"waterline (Sibley Haven Sub)

3.Approximately 350'west of the centerline of Old La Blanca Rd on the north and south side of Mile 12N OPEN-CUT- 2"PVC casing / 1"service connection (Sibley Haven Sub)

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

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

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

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

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

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all

related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.

7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which convenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirely the convenants, obligations and requirements hereinbefore set out.

8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.

9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.

10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforedescribed pipeline over, along or across County's public road as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the

Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the 9th Day of June, 2009.

_____
COUNTY JUDGE

_____
COMMISSIONER, PRECINCT NO. 1

_____
COMMISSIONER, PRECINCT NO. 2

_____
COMMISSIONER, PRECINCT NO. 3

_____
COMMISSIONER, PRECINCT NO. 4

Blanca G Garza of Permittee, North Alamo Water Supply Corporation
(Printed Name of Agent) (Company Name)

420 S Doolittle Rd Edinburg Tx 78542 (956)383-1618 fax (956)318-0909
(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and a
WITNESS my hand this the 2nd Day of June, 2009.

BY: Blanca G. Garza
Signature

Clerk
Title

THE STATE OF TEXAS

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared JUAN D SALINAS 111,County Judge of Hidalgo County, Texas and SYLVIA HANDY, HECTOR PALACIOS, JOE M. FLORES and OSCAR L.GARZA Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of June, 2009.

REBECCA GOMEZ
Notary Public, State of Texas
My Commission Expires
-2011

Rebecca S.
Notary Public, State of Texas

My Commission Expires:

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Blanca G Garza, Agent of North Alamo Water Supply Corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of this said North Alamo Water Supply Corporation a corporation, and that he executed the same as the act of such corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of June, 2009.

NOTARY PUBLIC STATE OF TEXAS
REBECCA A. REYES
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-17-2010

Rebecca A Reyes
Notary Public, State of Texas

My Commission Expires:

SKETCH OF LOCATION

N

OPEN CUT / COUNTY

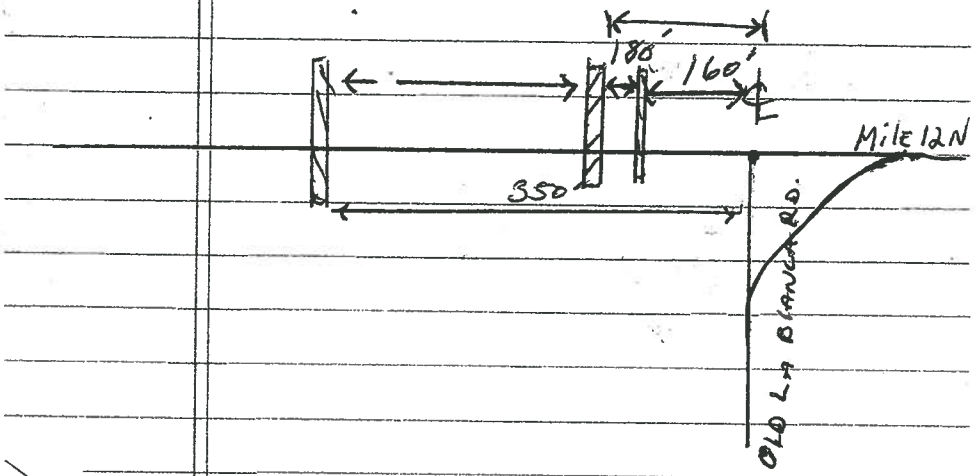
SIBLEY HAVEN Subdivision

W. OF OLD LA BLANCA Rd. N. OF MILE 12 N

○ 2" PVC CASING - 3/4" WATER SERV.
160' W OF ℄ OLD LA BLANCA RD. ON
N & SOUTH SIDE OF MILE 12 N

○ 12" PVC CASING - 6" PVC WATERLINE
180' W OF ℄ OLD LA BLANCA RD. ON
N. & SOUTH SIDE OF MILE 12 N

○ 2" PVC CASING - 3/4" WATER SERV.
350' W. OF ℄ OLD LA BLANCA RD. ON
N. & SOUTH SIDE OF MILE 12 N



AI-15873 **19.B.**

License Agreement - Hector Guerra

CC REGULAR

Date:	06/08/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for discussion, consideration and/or approval to enter in a License Agreement between the County of Hidalgo and Hector Guerra for an extension of present location for the Monte Alto Collection Site.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-441

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

BUDGETARY IMPACT:

Available balance is $1,500.00 as of 6/4/09. Funding for an extension of 6 months

Attachments

Link: H. Guerra

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/04/2009 03:22 PM	APRV
2	Dale Kennan	Dale Kennan	06/04/2009 04:44 PM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Sandra Garcia — Started On: 06/04/2009 02:50 PM

Final Approval Date: 06/05/2009

STATE OF TEXAS

LICENSE AGREEMENT

COUNTY OF HIDALGO

THIS AGREEMENT is made this ___ day of June, 2009 by and between Hector Guerra, its duly authorized owner, whose address is 907 S. Cage Blvd., Pharr, Texas 78577, hereinafter called **Licensor**, and the County of Hidalgo, acting by and through the Hidalgo County Commissioners Court, whose address is 100 E. Cano, Edinburg, Texas, hereinafter referred to as **Licensee**.

RECITALS

Licensor is the owner of those certain tracts or parcels of land, hereinafter referred to as the Parcels, which are more fully described in Exhibit "A" which is attached hereto and incorporated herein for any and all purpose.

Licensee intends to occupy all or portions of the Parcels for the purpose of a Collection Station on said Parcel.

Licensor has agreed to allow Licensee access to the Parcel described on Exhibit "A" for the limited purpose and upon the terms and conditions herein expressed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Licensor for and in consideration of a Monthly Fee of Two Hundred Fifty Dollars ($250.00) and other good and valuable consideration to them in hand paid by the County of Hidalgo, the receipt and sufficiency of which is hereby acknowledged and confessed, have agreed and by these presents agree to extend to Licensee the right and privilege to enter upon the Parcels herein described for the sole purposed herein stated. The right and privilege of entry is conditioned strictly upon the following terms and conditions:

1. The right and privilege of entry shall extend to County of Hidalgo and any contractor entering by and through County of Hidalgo for the sole purpose of performing any of the work contemplated by this Agreement. Any further attempt to assign this license will terminate the license without notice.

2. The right and privilege to terminate this agreement by either party by giving thirty (30) days notice to the other party. This Agreement shall extend from the Effective Date of this Agreement for six (6) months and at the expiration of six (6) months shall have the option to extend for an additional six (6) months.

3. Licensee shall be solely responsible for any damages to the Property or injury to third parties resulting from or arising from Licensee's exercise of the license under this Agreement.

4. Licensee shall before the termination of this Agreement, be responsible to repair said parcels to its original or better condition.

Licensor:

_____
Hector Guerra

Licensee:
County of Hidalgo

_____
Juan De Dios Salinas
County Judge

Approved as to form:

_____
Steve Crain
Attorney for Hidalgo County

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a 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 June, 2009.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Hector Guerra, 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 June, 2009.

_____
Notary Public, State of Texas

AI-15852 **20.A.**

Interlocal Cooperation Agreement / City of Donna/ Hidalgo County

CC REGULAR

Date:	06/08/2009
Submitted By:	Noe Montez, COMM. PCT. #1
Submitted For:	Joseph Palacios
Department:	COMM. PCT. #1
Agenda Category:	Precinct #1

Information

CAPTION

Requesting approval of Interlocal Cooperation Agreement between the County of Hidalgo and the City of Donna, Texas in order to make certain highway improvements to Farm to Market (FM) Road 493, from Champion Street, South to U.S. Highway 281 (the "project"); a section of which is within the city limits of Donna.

BACKGROUND

Interlocal agreement has been reviewed and approved by legal counsel.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-053-0-841

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

BUDGETARY IMPACT:

Amount available for PO #617489 as of 6-4-09 $1,144,000.00 for L & G Consulting Engineers.

Interlocal agreement has been reviewed and approved by legal cousel.

Attachments

Link: FM 493 S Interlocal / City of Donna/ Hidalgo County

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/04/2009 08:18 AM	APRV
2	Ivan Cantu	Ivan Cantu	06/04/2009 10:23 AM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Noe Montez — Started On: 06/03/2009 03:28 PM

Final Approval Date: 06/05/2009

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO AND CITY OF DONNA, TEXAS

THIS agreement is made on this the _____ day of _____, by and between the **CITY OF DONNA**, **TEXAS,** hereinafter referred to as the **City** 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, the City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the County is a county in the State of Texas;

WHEREAS, the Texas Department of Transportation (TxDOT) has deemed it necessary to make certain highway improvements to Farm to Market (FM) Road 493, from Champion Street, South to U.S. Highway 281 (the "PROJECT"); a section of which is within the city limits of Donna.

WHEREAS, The City has been designated by TxDOT as eligible entity to receive reimbursement for work related to the Project;

WHEREAS, the County and the City desire to cooperate in the improvements required to complete the Project which will include the acquisition of certain Right-of-Way (ROW);

WHEREAS, by virtue of TxDOT Minute Order 111487 issued on August 28, 2008, TxDOT granted the City a reduction in the required local match for eligible expenses under the Economically Disadvantaged County Program (EDCP);

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, with the addition of the Donna/Rio Bravo International Bridge and the increase in traffic volumes anticipated, it is imperative that the Project be improved; therefore, the City in coordination with TxDOT have agreed to utilize the $5,000,000.00 in federal funds that were originally designated to construct an overpass at US 281/FM 493 intersection to construct the Project;

WHEREAS, Donna agrees to support the proposition that the County incurs all preliminary engineering costs associated with the development of the Project within the city limits.

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

1. The County agrees to undertake the acquisition of right-of-way for the Project within the city limits and ETJ of the City, including but not limited to, required title reports, title policies, appraisals, recording fees, closing costs, a cost of land and condemnation of reimbursement basis.

2. The City agrees that the County receive any and all TxDOT Project funds or payments originally budgeted by TxDOT for the City, to be paid directly to the County as consideration for work performed by the County within the City limits and ETJ for right-of-way acquisition.

3. The City further agrees to reimburse County for any and all expenses not reimbursed directly for right-of-way acquisition including but not limited to the cost of land, title policies, appraisals, recording fees, closing costs, and any necessary legal services, any other associated expenses incurred by County related to acquisition or condemnation of such right-of-way within the city limits and ETJ of the City.

4. County agrees to invoice the City for all expenses incurred on the City's behalf for the Project for work performed within the city limits and ETJ except for those expenses paid directly by TxDOT to County on the City's behalf and agrees to make such payment to County within thirty (30) days of receipt of invoices. County will not request reimbursement from the City for costs pursuant to Contract No. C-08-417-12-09.

5. TxDOT will coordinate work schedules in order to provide for minimal disruption of traffic and operation during the construction of the Project as described herein.

6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement Performed by each party.

7. **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 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 the 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 of 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 agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County, 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 OBLIGATION 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 maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:	City of Donna Attention: David S. Simmons, Mayor 307 S. 12th Street Donna, Texas 78537
If to County:	Hidalgo County, Texas Attention: J.D. Salinas, Hidalgo County Judge P. O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Sylvia S. Handy, Commissioner, Precinct No. 1 1902 Joe Stephens Ave. Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the 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 the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of 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 as often as may be appropriate.

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

18. **Governmental Purpose.** Each party hereto is entering into the 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 or 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 effective as of the day and year first written above.

CITY OF DONNA

_____

Hon. David S. Simmons, Mayor

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____

Hon. J.D. Salinas, County Judge

ATTEST:

_____

County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

_____

By: Stephen L. Crain

AI-15844 **21.A.**

Request from TXDOT (Resolution - regarding S. I Rd. Project)

CC REGULAR

Date:	06/08/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Comm. Palacios
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #2

Information

CAPTION

Discussion and action on Resolution regarding Conversion of a segment of "I" Rd. to an On-System Roadway

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

I road (city road .18miles) to be transferred to state highway system as an "on-system roadway".

Attachments

Link: TXDot Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 03:34 PM	APRV
2	Roland Garcia	Rolando Garcia	06/04/2009 10:42 AM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Monica Badillo — Started On: 06/03/2009 02:57 PM

Final Approval Date: 06/05/2009

Texas Department of Transportation

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

February 20, 2009

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

RE: Conversion of I Rd, from Hidalgo County Limits south to the proposed Border Safety Inspection Facility, to an on-system roadway

Dear Judge Salinas:

The Texas Department of Transportation, Pharr District, previously submitted a request for a resolution to take "I" Rd on system on November 29, 2007. The request for the resolution was a result of the Pharr District pursuing the development and implementation of a permanent Border Safety Inspection Facility (BSIF) at the Pharr-Reynosa International Bridge port of entry. A revised location map and a sample resolution are attached for your reference.

To provide for an on-system connection to US 281 from the BSIF, we propose the conversion of a segment of "I" Rd, between Hidalgo County Limits and the proposed BSIF, from the County to the State for addition to the state highway system. This segment length is approximately 0.18 miles.

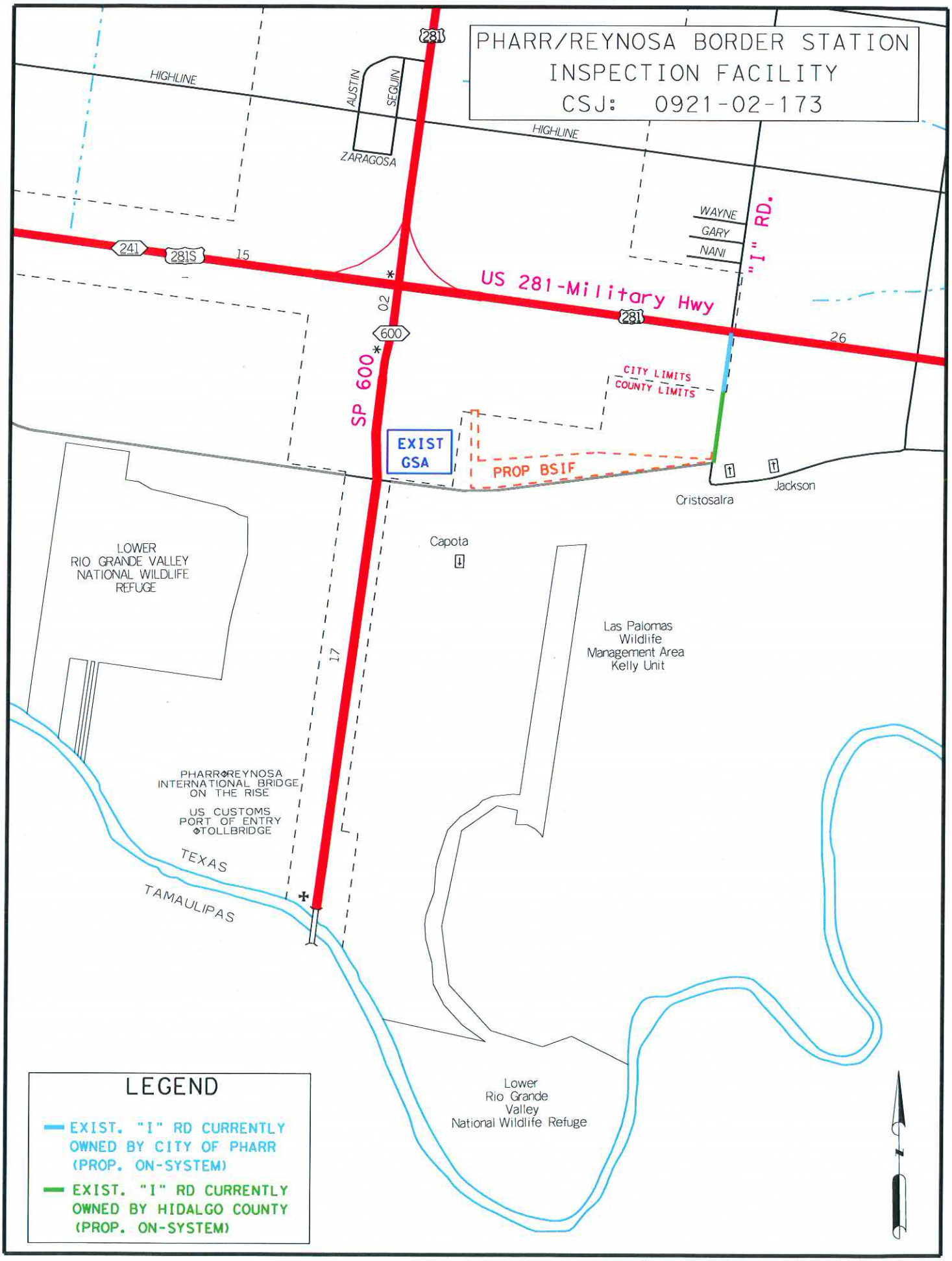
We request consideration of this proposal by Hidalgo County Commissioner's Court and the passage of a supporting resolution. Please forward the supporting resolution to our office at your earliest convenience. Thank you for your assistance and if you have any questions, feel free to contact me or our Director of Transportation Planning and Development, Jody Ellington at (956) 702-6242.

Sincerely,

Mario R. Jorge, P.E.
District Engineer

Attachments
MRJ/mrs

cc: Hidalgo County Commissioner Hector "Tito" Palacios, Pct 2
Jody Ellington, P.E., Transportation Planning & Development Director
Hector P. Gonzalez, Jr., P.E., San Benito Area Engineer


PHARR/REYNOSA BORDER STATION
INSPECTION FACILITY
CSJ: 0921-02-173
HIGHLINE
HIGHLINE
AUSTIN
SEGUIN
ZARAGOSA
281
WAYNE
GARY
NANI
"I" RD.
241
281S
15
US 281-Military Hwy
281
26
02
600
SP 600
CITY LIMITS
COUNTY LIMITS
EXIST
GSA
PROP BSIF
Cristosalra
Jackson
Capota
LOWER
RIO GRANDE VALLEY
NATIONAL WILDLIFE
REFUGE
Las Palomas
Wildlife
Management Area
Kelly Unit
17
PHARR◇REYNOSA
INTERNATIONAL BRIDGE
ON THE RISE
US CUSTOMS
PORT OF ENTRY
◇TOLLBRIDGE
TEXAS
TAMAULIPAS
Lower
Rio Grande
Valley
National Wildlife Refuge
LEGEND
EXIST. "I" RD CURRENTLY OWNED BY CITY OF PHARR (PROP. ON-SYSTEM)
EXIST. "I" RD CURRENTLY OWNED BY HIDALGO COUNTY (PROP. ON-SYSTEM)

RESOLUTION

Conversion of a segment of
"I" Rd
to an On-System Roadway

Whereas, Border Safety Inspection Facilities (BSIF) are required to ensure that commercial motor vehicles entering the United States through Texas are in safe operating condition; and

Whereas, the Texas Department of Transportation and the Department of Public Safety have provided for a temporary BSIF at the Pharr-Reynosa port of entry in Pharr, Texas; and

Whereas, the Texas Department of Transportation is pursuing the development and implementation of a permanent BSIF at the Pharr-Reynosa port of entry; and

Whereas, the Texas Department of Transportation desires an on-system connection between the BSIF and the state highway system; and

Whereas, the Texas Department of Transportation has proposed that "I" Rd. between US 281-Military Hwy and the Pharr City Limits, which is currently a city road, become an on-system roadway to provide the desired on-system connection; and

Whereas, the Texas Department of Transportation has proposed that "I" Rd. between Hidalgo County Limits and the proposed BSIF, which is currently a county road, become an on-system roadway to provide the desired on-system connection;

NOW, THEREFORE, be it resolved that the County of Hidalgo hereby expresses its support of "I" Rd. between Hidalgo County Limits and the proposed BSIF, a distance of approximately 0.18 miles, being transferred to the state highway system.

Passed and signed the ____ day of _____, 20 ____.

ATTEST:

_____
J.D. Salinas, County Judge

_____
Sylvia Handy, Pct. 1

_____
Hector "Tito" Palacios, Pct. 2

_____
Joe Flores, Pct. 3

_____
Oscar Garza, Pct. 4

AI-15862 **22.A.**

Advance Funding Agreement Amendment#1 - Texas Department of Transportation

CC REGULAR

Date:	06/08/2009
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

TXDOT (1315):
1. Discussion, consideration, acceptance and approval of Advance Funding Agreement Amendment # 1 between County of Hidalgo and Texas Department of Transportation for the "I" Road Project from US 281 South to Owassa Rd.

2. Discussion, consideration and approval to submit an Economically Disadvantaged Counties Program (EDCP) Application for local participation reduction for the "I" Road Project from US 281 South to Owassa Rd.

3. Authority for County Judge to sign the required document(s): Advance Funding Agreement Amendment # 1 and Economically Disadvantaged Counties Program (EDCP) Application.

4. Approval of 2009 interfund transfer from C.O. Series 2004 (1334) to TxDOT Project (1315) in the total amount of $93,410.00 to fund Hidalgo County's estimated share for the "I" Road Project from US 281 South to Owassa Rd.

5. Approval to pay TxDOT the proportionate share of the estimated cost for the "I" Road Project from US 281 South to Owassa Rd.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-124-023-0-731

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

BUDGETARY IMPACT:

Funding pending approval of interfund transfer (#4 AI# 15862).

Attachments

Link: Advance Funding Agreement Amendment#1

Link: AI- 15862

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	06/04/2009 04:08 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 04:59 PM	APRV
3	Veronica Lopez	Veronica Lopez	06/04/2009 05:02 PM	APRV
4	Manuel Chapa (Originator)	Manuel Chapa	06/04/2009 05:05 PM	APRV
5	Veronica Lopez	Veronica Lopez	06/04/2009 05:17 PM	APRV
6	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Manuel Chapa

Started On: 06/04/2009 10:10 AM

Final Approval Date: 06/05/2009

Texas Department of Transportation

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

June 2, 2009

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

RE: Advance Funding Agreement Amendment #1
Economically Disadvantaged County Program Application
I Rd., CSJ 0921-02-132, Owassa to US 281

Dear Judge Salinas:

We are pleased to inform you that this project received American Recovery and Reinvestment Act (ARRA) funds and is now scheduled for a July 2009 letting. The Advance Funding Agreement (AFA) executed Aug 26, 2004, must be amended to include the ARRA funds and to reflect revised project limits since the segment between Owassa Rd and Nolana was constructed under a prior project. The AFA also reflects the increased construction cost estimate of $5,700,000 and an Economically Disadvantaged County Program (EDCP) reduction for the county.

Two copies of Amendment #1 are attached. As shown on "Attachment C-1, PROJECT BUDGET," Hidalgo County's 3.0% share of costs for construction and construction engineering and contingencies is $ 95,760.00. The amount now due from Hidalgo County is $93,410.00, which is the county's total share less a previously paid amount of $2,350.00. It is our understanding that the county plans to execute an interlocal agreement with Edinburg to address the city covering the county's share. However, since the project is located within the county's jurisdiction, the AFA with the county is still needed and we must receive payment from the county for their share.

The attached EDCP application needs to be completed and returned so the county's 85% reduction in required local share of funding can be approved by our office prior to final execution of Amendment #1. Please verify the data on the Project Information Sheet, and sign and return the Affidavit.

In order to maintain the scheduled July 2009 letting, it is critical that we receive the signed AFA Amendment #1 (both originals), a check in the amount of $93,410.00 and the EDCP Project Information Sheet and Affidavit no later than June 16, 2009. If you have any questions contact me or Jody Ellington, our Director of Transportation Planning and Development, at 702-6100.

Sincerely,

Mario R. Jorge, P.E.
District Engineer

RLB
Attachments

cc: Hector "Tito" Palacios, Hidalgo County Commissioner, Precinct 2
Oscar Garza, Hidalgo County Commissioner, Precinct 4
Richard H. Garcia, Mayor, City of Edinburg
Hector Gonzalez, P.E., Pharr Area Engineer
Jody Ellington, P.E., Director of Transportation Planning and Development
EDC File
Project File

CSJ # 0921-02-132
District # 21 (Pharr)
Code Chart 64 # 50109 (Hidalgo)
Project: I Road from US 281 South to Owassa Rd.
CFDA # 20.205(A)

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT # 1

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the County of Hidalgo, acting by and through its duly authorized officials, hereinafter called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on the 26th day of August 2004 to effectuate their agreement to reconstruct "I" Rd. from US 281 South to FM 3461 (Nolana Road); and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

1) The 6th WHEREAS is voided and replaced with the following to address the reduction in project limits "from US 281 South to FM 3461 (Nolana Road)" to "from US 281 South to Owassa Rd.":

   "WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated July 30, 2004 which is attached hereto and made a part hereof as Attachment "A" for the reconstruction of "I" Rd. from US 281South to Owassa Rd. as shown in Attachment "B-1, PROJECT LOCATION MAP"', hereinafter referred to as the Project.

2) "Article 2. Scope of Work" is voided and replaced with the following to address the reduction in project limits "from US 281 South to FM 3461 (Nolana Road)" to "from US 281 South to Owassa Rd.":

   "This project consists of the reconstruction of "I" Rd. from US 281 South to Owassa Rd., as shown on Attachment B-1."

3) "Attachment C, Project Payment Provisions and Work Responsibilities" is voided and replaced by "Attachment C-1, PROJECT BUDGET" to address the American Recovery and Reinvestment Act of 2009 (ARRA) funds, an 85% local match Economically Disadvantaged County Program (EDCP) reduction for Construction and Construction Engineering & Contingencies, and an increased cost estimate.

4) "Article 22. Inspection of Books and Records," of the original contract is being amended to add the following language to address ARRA funding requirements:

   "In accordance with Section 902 of the American Recovery and Reinvestment Act of 2009 (ARRA), should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

   a. *examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and*
   b. *interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.*

   Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and

b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA Act requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time."

5) All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Hidalgo County
Name of Local Government

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

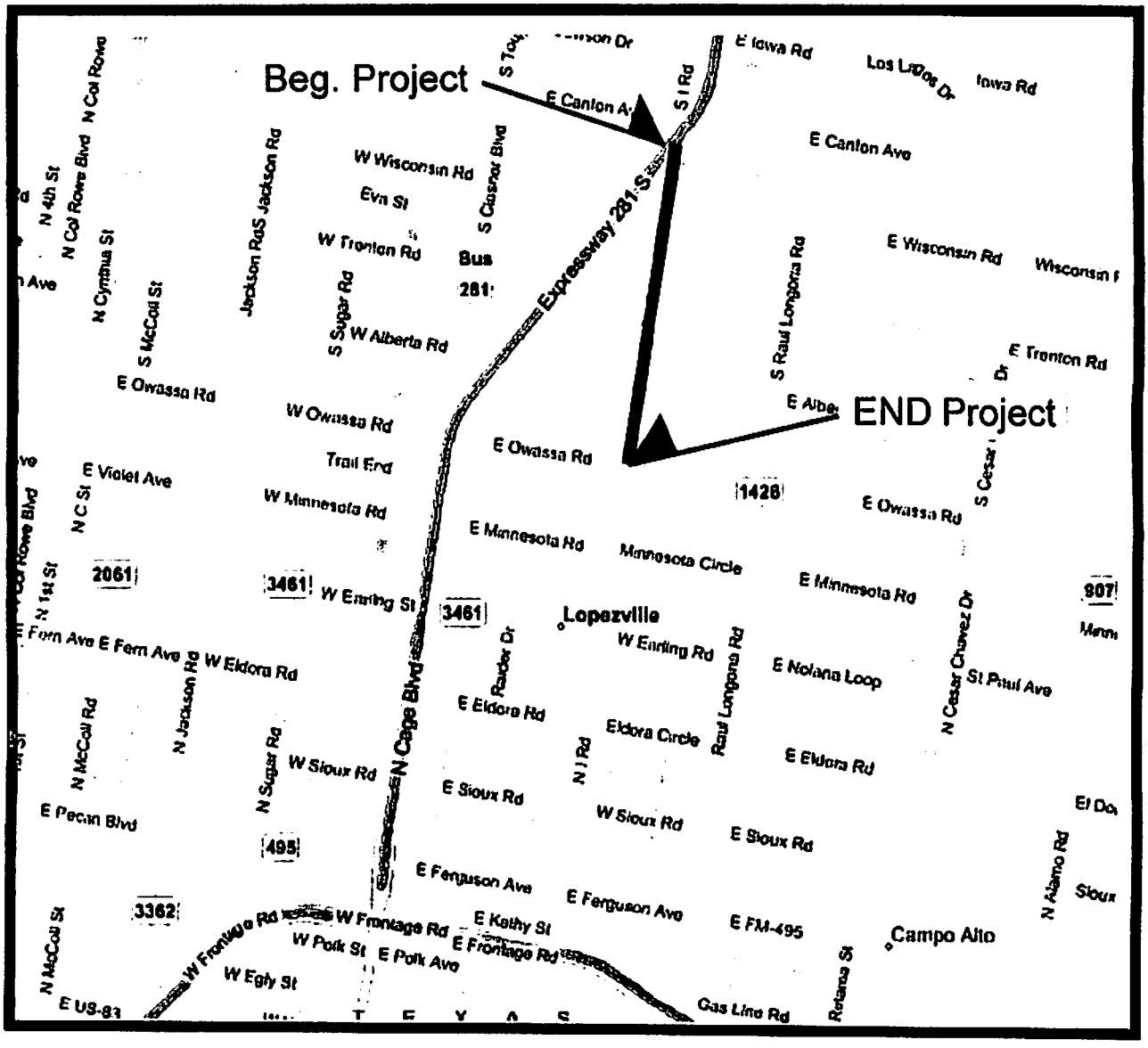
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Janice Mullenix

_____
Director, Contract Services Section

_____
Date

ATTACHMENT B-1
PROJECT LOCATION MAP
"I" ROAD



ATTACHMENT C-1
PROJECT BUDGET

The Hidalgo County Metropolitan Planning Organization (HCMPO) allocated Federal American Recovery and Reinvestment Act (ARRA) Funds in the amount of $4,750,298 for this project. These funds are to be used exclusively for construction costs and are capped. Per HCMPO direction, use of these ARRA funds requires Local Government participation at a rate equal to that of the required Local Government participation for the funding being used for construction engineering and contingency costs as well as the funding being used for construction costs above that covered by the ARRA funds and associated Local Government participation. Metropolitan Mobility/Rehabilitation and/or District Discretionary funds will be used to cover construction costs which exceed the capped ARRA funds and associated required Local Government participation. The Local Government will also be responsible for 100% of all preliminary engineering, right of way and utility adjustment costs.

The project costs will be split equally between the two Local Governments (50% for the City of Edinburg, and 50% for Hidalgo County) since the project segment lengths within each entity's jurisdiction are equal. Considering this, the usual 20% Local Government match, and taking into account approved Economically Disadvantaged County Program (EDCP) reductions of 90% for the City of Edinburg and 85% for Hidalgo County, Local Government participation for construction and construction engineering and contingencies is 1% for the City of Edinburg and 1.5% for Hidalgo County. For non ARRA funding, State participation to cover the Local Government's EDCP reductions will be 17.5%. There will be no State participation for the ARRA funding.

The following is an estimated breakdown of the project costs and funding participation. It is understood that the costs shown are estimates only, and Local Government participation will be based on actual charges to the project:

Description	Total Estimated Cost	Federal Participation		State Participation		Local Government Participation			
						City of Edinburg		Hidalgo County	
		%	Cost	%	Cost	%	Cost	%	Cost
Preliminary Engineering	$ 443,160.00	0.00%	$ -	0.00%	$ -	50.00%	$ 221,580.00	50.00%	$ 221,580.00
ROW & Utility Adjustments	$ -	0.00%	$ -	0.00%	$ -	50.00%	$ -	50.00%	$ -
Construction	$5,700,000.00	# 94.96%	$ 5,412,617.59	@ 2.54%	$ 144,882.41	1.00%	$ 57,000.00	1.50%	$ 85,500.00
Construction Engineering & Contingencies (E&C) (estimated at 12% of Construction Costs)	$ 684,000.00	80.00%	$ 547,200.00	17.50%	$ 119,700.00	1.00%	$ 6,840.00	1.50%	$ 10,260.00
PROJECT TOTAL	$6,827,160.00		$ 5,959,817.59		$ 264,582.41		$ 285,420.00		$ 317,340.00

- 97.5% Participation for the first $4,872,100.51 in construction costs incurred, and 80% thereafter.
@ - 0% Participation for the first $4,872,100.51in construction costs incurred, and 17.5% thereafter.

FY 2009 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo APPLICANT Hidalgo County

District Contact Information

Name: Melba R. Schaus Telephone: (956) 702-6181

If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

2 Population (2006 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construct
CSJ:	0921-02-132
ESTIMATED LETTING DATE	Jul, 2009

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits from and to

City Street, "I" Rd, from US 281 to Owassa Rd.
0.9 miles within county limits, 50% of project)

PROJECT SCOPE- Give type of work

Widen to 4 lanes

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Hidalgo County is marked with high unemployment rates and poverty rates. Meeting the needs of basic necessities along with addressing the infrastructure demands places a heavy burden on the county. We therefore request a reduction in our match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Adjustment - 85%

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)	4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Construction	$2,850,000	20%	$570,000	$86,500
Construction Engineering	$142,500	20%	$28,500	$4,276
TOTAL	$2,992,500		$598,500	$89,776

Approved by _____ Date _____

AFFIDAVIT

The State of Texas,

County of _____

Before me, _____, a notary public in and for the State of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city/county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____

Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____

Official Signature

_____

Printed or stamped name of Notary

DATE: June 4, 2009

2009
AI#15862

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for the PCT.4 - TxDOT (1315)

ACCOUNT NUMBER: 9-1334-431-00-124-035-0-731
9-1315-431-00-124-023-0-731

Contact: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1334-431-00-124-035-0-731	**CO 2004- PCT#4 WALLACE (FM1925 -FM490) - ROADS**	**(93,410.00)**
9-1334-491-01-000-315-0-891	**TRANSFERS OUT**	**93,410.00**
9-1315-391-01-000-334-0-000	**TRANSFERS IN**	**93,410.00**
9-1315-431-00-124-023-0-731	**TXDOT - "I" ROADS & RD IMPR. - 281 S. TO OWASSA**	**93,410.00**
	TOTAL BUDGET INCREASE (DECREASE)	**93,410.00**

REASON: **Interfund transfer from CO Series 2004 (1334) to TxDOT (1315) to pay TxDOT for the "I" Rd from 281 S. to Owassa Rd.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15869 **22.B.**

OJJDP FY 09 Earmarks - Truancy Program Grant

CC REGULAR

Date:	06/08/2009
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Truancy Grant (1282):
1. Authorization and approval to apply for the OJJDP FY 09 Earmarks Programs - Truancy Program Grant with the U.S. Department of Justice - Office of Juvenile Justice and Delinquency Prevention (OJJDP).

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

BACKGROUND

Grant amount $300,000.00
No local monies will be required.
Application Due date: June 15, 2009

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1282-412-00-0XX-XXX-X-XXX

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

BUDGETARY IMPACT:

Approval to apply. No local match is required. Grant amount $300,000.00

Attachments

Link: Letter of invitation

Link: Worksheet

Link: OJJDP FY 09 Earmarks Programs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/04/2009 02:10 PM	APRV
2	Dale Kennan	Dale Kennan	06/04/2009 04:26 PM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Manuel Chapa — Started On: 06/04/2009 01:27 PM

Final Approval Date: 06/05/2009

U.S. Department of Justice

Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

Washington, D.C. 20531

May 19, 2009

Dear Mr. Trevino:

As identified in the Explanatory Statement Regarding H.R. 1105, Omnibus Appropriations Act 2009, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) is inviting the **Hidalgo County Justice of the Peace PCT4** to submit an application for funding in the amount of $**300,000**.

OJJDP requires that applications for funding be submitted through the Internet using the Office of Justice Programs online Grants Management System (GMS). The attached Application Solicitation contains instructions for submitting your application through GMS, including details about the required content and format of the application. **Your application should be submitted under "OJJDP FY09 Earmarks Programs."** You should plan on a start date for your earmark funded project of October 1, 2009. This is to allow time for OJJDP to review and approve your budget and project plans, and to work with you on any changes that are necessary.

There are two important steps when submitting an online application through GMS:

- Register in GMS immediately.
- Submit your application by June 15, 2009.

Again, the enclosed Application Solicitation provides instructions for using GMS. A GMS toll-free hotline (1-888-549-9901) is available for applicants requiring technical assistance.

Please note that applicants receiving grant funds of at least $45,000 must include in the budget funds to support up to two staff to travel to Washington, DC for a 3 day grantee training meeting to be held in late 2009 or early 2010. Applicants should budget $1,500 per person to attend the training and record this as part of the Travel line item in the budget. This meeting will provide grantees guidance on programmatic and financial reporting; reporting performance measures under the Data Collection and Technical Assistance Tool (DCTAT); and using the Grants Management System (GMS). In addition, grantees will receive training on strategic planning, evaluation, sustainability, and other program implementation topics.

I hope that this information is helpful in preparing your application for funding. If you have any questions or need further information, please telephone Mark Morgan at 202-353-9243.

Sincerely,

Kellie Dressler
Acting Associate Administrator, Demonstration Programs Division

Truancy Grant FY 09
Budget Detail Worksheet
Proposal of a 0.84 Year Program

A. Personnel:

Position	Computation	Total
Truancy Supervisor	$40,000 X 0.84 Yrs	$ 33,709
Case Manager II	$37,000 X 0.84 Yrs	$ 31,181
Case Manager II	$37,000 X 0.84 Yrs	$ 31,181
Case Manager I	$33,000 X 0.84 Yrs	$ 27,810
Case Manager I	$33,000 X 0.84 Yrs	$ 27,810
Case Manager I	$33,000 X 0.84 Yrs	$ 27,810
Truancy Clerk	$28,000 X 0.84 Yrs	$ 23,596
Truancy Clerk	$28,000 X 0.84 Yrs	$ 23,596

Personnel - Sub Total $ 226,691

B. Fringe Benefits:

Type	Rate	Total (8)
Health Insurance	$4,164 X 8 People X 0.84 Yrs	$ 28,073
Life Insurance	$27 X 8 People X 0.84 Yrs	$ 182
FICA	226,691 X 7.65%	$ 17,342
Retirement	226,691 X 9.02%	$ 20,448
Unemployment Comp.	226,691 X 0.5%	$ 1,133
Workers' Comp.	226,691 X 0.2%	$ 453

Fringe Benefits - Sub Total $ 67,631

Total Personnel & Fringes $ 294,322

C. Travel:

Purpose of Travel	Travel Use	Total
Staff Training (2) - to Washington DC - Airfare	Airfare per person $1,476 X 2 People X 1 Trip	$ 2,952
Staff Training (2) - to Washington DC - Meals	Meals per person $47 X 2 People X 4 Days X 1 Trip	$ 376
Staff Training (2) - to Washington DC - Lodging	Lodging per person $228 X 2 People X 3 Days X 1 Trip	$ 1,368
Other Travel - In County	In-County Travel to various schools 42 miles per week X 58.5 ¢ IRS Rate X 40 Weeks	$ 983

Travel - Sub Total $ 5,679

0.84 Yr Total $ 300,000

* Grant Required $ 300,000

Truancy Grant FY 09
Budget Summary

Budget Category		Amount
A. Personnel:	$	226,691
B. Fringe Benefits:	$	67,631
C. Travel:	$	5,679
Total Project Costs	$	300,000
Federal Request	$	300,000

U.S. Department of Justice
Office of Justice Programs
Office of Juvenile Justice and Delinquency Prevention

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP) is pleased to announce that it is seeking applications for funding under its FY 09 Earmarks Programs. This program furthers the Department's mission by assisting States and communities in preventing and responding to juvenile delinquency and victimization.

OJJDP FY 09 Earmarks Programs

Eligibility

Applicants are limited to agencies and organizations that have received an invitation to apply under this program. Applicants should confirm that this program solicitation is the one listed on their invitation letter before applying. OJJDP will not process any other applications.

(See "Eligibility," page 3.)

Deadline

Registration with GMS is required prior to application submission.
(See "Registration," page 3.)

Please check the deadlines by logging into GMS at https://grants.ojp.usdoj.gov/gmsexternal/login.do.

Contact Information

For assistance with the requirements of this solicitation, contact Angela Parker, Grant Program Specialist, at (202) 353-9252 or Angela.Parker@usdoj.gov.

This application must be submitted through OJP's Grants Management System (GMS). For technical assistance with submitting the application, call the GMS Support Hotline at 1-888-549-9901, option 3.

Note: The hours of operation for the GMS Support Hotline are Monday–Friday, 7:00 a.m. to 9:00 p.m., Eastern Time.

CONTENTS

Overview 3

Deadlines: Registration and Application 3

Eligibility 3

General Statement of Eligibility 3
Faith-Based and Other Community Organizations 3

Program-Specific Information 4

Performance Measures 5

How To Apply 6

What an Application Must Include 7

Standard Form-424 7
Program Narrative 7
Budget and Budget Narrative 9
Indirect Cost Rate Agreement 10
Other Attachments 10

Review Process 10

Additional Requirements 11

OJJDP FY 09 Earmarks Programs
(CFDA #16.541)

Overview

The OJJDP FY 09 Earmarks Programs further the Department's mission by providing grants, cooperative agreements, and other assistance authorized by the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, to organizations identified in the Explanatory Statement Regarding H.R. 1105 (Omnibus Appropriations Act, 2009), 155 Cong. Rec. H1653 (daily ed. Feb. 23, 2009) (statement by Rep. Obey, Chairman of the Committee on Appropriations of the House).

Deadline: Registration and Applications

Applicants must register with GMS prior to applying. Please check the deadlines by logging into GMS at https://grants.ojp.usdoj.gov/gmsexternal/login.do. After logging in, click the "Funding Opportunities" link on the left menu bar, select the "Office of Juvenile Justice and Delinquency Prevention" as the Program Office, and Click "Search." The Edward Byrne Memorial Congressionally Recommended Awards solicitation and deadline will be displayed.

Eligibility

General Statement of Eligibility. OJJDP will accept applications only from agencies and organizations that have received a written invitation to apply under this solicitation. Applicants should confirm that this solicitation is the one listed on their invitation letter before applying. OJJDP will not process any other applications. Applicants should state in their applications that the target population for their programs will be younger than 18 years old.

Faith-Based and Other Community Organizations. Consistent with President George W. Bush's Executive Order 13279, dated December 12, 2002, and 28 C.F.R. Part 38, it is DOJ policy that faith-based and other community organizations that statutorily qualify as eligible applicants under DOJ programs are invited and encouraged to apply for assistance awards to fund eligible grant activities. Faith-based and other community organizations will be considered for awards on the same basis as other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant or grantee will be discriminated for or against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

Faith-based organizations receiving DOJ assistance awards retain their independence and do not lose or have to modify their religious identity (e.g., removing religious symbols) to receive assistance awards. DOJ grant funds, however, may not be used to fund any inherently religious activity, such as prayer or worship. Inherently religious activity is permissible, although it cannot occur during an activity funded with DOJ grant funds; rather, such religious activity must be separate in time or place from the DOJ-funded program. Further, participation in such activity by individuals receiving services must be voluntary. Programs funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

If the applicant is a faith-based organization that makes hiring decisions on the basis of religious belief, it may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even if the law creating the funding program contains a general ban on religious discrimination in employment. For the circumstances under which this may occur, and the certifications that may be required, visit the Civil Rights Compliance link, under "Additional Requirements" in this announcement.

Program-Specific Information

The Juvenile Justice Part E Discretionary Program, which OJJDP administers, was established to provide grants, cooperative agreements, and other assistance authorized by the Juvenile Justice and Delinquency Prevention (JJDP) Act of 1974, as amended, to organizations identified in the Explanatory Statement Regarding H.R. 1105 (Omnibus Appropriations Act, 2009), 155 Cong. Rec. H1653 (daily ed. Feb. 23, 2009) (statement by Rep. Obey, Chairman of the Committee on Appropriations of the House. OJJDP will assign major tasks and deliverables under this guidance based upon a review of the application. At a minimum, grantees will submit semi-annual progress reports in the Grants Management System (GMS).

- **Purpose**

The purpose for this grant is to support states and communities in their efforts to develop and implement effective and coordinated prevention and intervention programs and to improve the juvenile justice system so that it protects public safety, holds offenders accountable, and provides treatment and rehabilitative services tailored to the needs of juveniles and their families.

- **Goals, Objectives, and Deliverables**

Goals. Applicants should provide a broad statement, written in general terms, that conveys the program's intent to change, reduce, or eliminate the problem described. This section of the program narrative must outline the specific goals of the project.

Program Objectives. Applicants should explain how their program will accomplish its goals. Objectives are specific, quantifiable statements of the desired results of the program, and applicants should clearly connect them to the problems they identified in the preceding section. Objectives must be quantified, measurable, and attainable within the project period and be congruent with the project's goals and objectives.

Deliverables. OJJDP requires award recipients to collect and report data in support of deliverables or performance measures (see "Performance Measures," page X.) Recipients' assistance in obtaining this information will facilitate future program planning and will allow OJP to provide Congress with measurable results associated with federally funded programs. Performance measures must reflect the specific problems, goals and objectives, and design associated with this grant.

- **Award Information**

OJJDP will make awards for project periods of up to 3 years. Awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be

imposed by law. OJJDP anticipates that any awards under this solicitation will be made by September 30, 2009.

Match Requirement. Match is not required for this program.

Performance Measures

To assist in fulfilling DOJ's responsibilities under the Government Performance and Results Act, Pub.L. 103-62, applicants that receive funding under this solicitation must provide data that measures the results of their work. For this solicitation, OJJDP has identified mandatory performance measures, outlined in the table below, for which applicants selected for funding will be required to submit data during the grant period. In their proposal narrative, applicants must describe their understanding of the mandatory performance measures, and must discuss their data collection methods. Mandatory performance measures for this solicitation are as follows:

Program Goal	Performance Measures	Data Grantees Provide
Program goals will depend on the specific project funded and program areas selected. Examples of objectives may include prevention of delinquency risk behaviors, improvement of family functioning, or prevention of child victimization (including abuse and neglect).	The following are mandatory measures for grant recipients.	OJJDP has an online system (www.ojjdp-dctat.org) for grantee transmittal of performance data. For information on specific measures and resources, see OJJDP's Performance Measures Web page (ojjdp.ncjrs.gov/grantees/pm). During the reporting period:
	Direct Service	**Direct Service**
	Percent of youth who complete program requirements.	Number of youth served by program. Number of youth completing program requirements.
	Percent of youth with whom an evidence-based program/ practice was used.	Number of youth with whom an evidence-based program/ practice was used.
	Percent of youth who offend/ re-offend.	Number of youth who offend/re-offend.
	Percent of youth who exhibit desired change in targeted behaviors.	Number of youth who exhibit desired change in targeted behaviors.
	System Improvement	**System Improvement**
	Percent increase in number of staff trained.	Number of trained staff at the start of the program. Number of staff trained as a

		result of grant funds.
	Number of staff exhibiting increased knowledge of the program area, as a result of project participation	Number of program staff exhibiting increased knowledge of the program area, as determined by pre- and post-program testing.
	Number of program/technical assistance materials developed.	Number of program/technical assistance materials developed.
	Number of planning activities conducted.	Number of planning activities conducted.
	Percent of deliverables (reports, curricula, manuscripts, etc,) completed on time. Deliverables will differ depending upon the specific project and should be outlined in the application.	Number of deliverables to be submitted to OJJDP. Number of deliverables completed on time.
	Percent of deliverables that meet OJJDP's expectations for depth, breadth, scope and quality of study, and pertinence.	Number of deliverables that meet OJJDP's expectations, as determined and reported by OJJDP.

For more information about performance measures, contact Janet Chiancone at janet.chiancone@usdoj.gov.

How To Apply

Grants Management System Instructions. Applications must be submitted through OJP's online Grants Management System (GMS). To access the system, go to https://grants.ojp.usdoj.gov. Applicants should begin the process a few weeks prior to the GMS registration deadline, especially if this is the first time they have used the system. Each application requires a separate GMS registration. For a step-by-step guide, visit www.ojp.gov/gmscbt/ and refer to the section entitled "External Overview: Locating & Applying for Funding Opportunities." For additional assistance, call the GMS Support Hotline at 1–888–549–9901, option 3, from 7:00 a.m. to 9:00 p.m., Eastern Time, Monday to Friday.

Note: OJP cannot accept any application with attachments in Microsoft Vista or Microsoft 2007 format. Applications submitted via GMS must be in the following formats: Microsoft Word (*.doc), Word Perfect (*.wpd), Microsoft Excel (*.xlm), PDF files (*.pdf), or Text Documents (*.txt). GMS is not yet compatible with Vista and cannot yet process Microsoft Word 2007 documents saved in the new default format with the extension ".docx." Please ensure the documents you are submitting are saved using "Word 97-2003 Document (.doc)" format. Additionally, GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

CFDA Number. The Catalog of Federal Domestic Assistance (CFDA) number for this solicitation is 16.541, titled " Part E – Developing, Testing and Demonstrating Promising New Programs."

DUNS Number. The Office of Management and Budget requires that all businesses and nonprofit applicants for federal funds include a Data Universal Numbering System (DUNS) number in their application for a new award or renewal of an award. Applications without a DUNS number are incomplete. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, simple, one-time activity. Obtain one by calling 1-866-705-5711 or by applying online at www.dunandbradstreet.com. Individuals are exempt from this requirement.

Central Contractor Registration. OJP requires that all applicants for federal financial assistance, other than individuals, maintain current registrations in the Central Contractor Registration (CCR) database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. Please note, however, that applicants must update or renew their CCR at least once per year to maintain an active status. Information about registration procedures can be accessed at www.ccr.gov.

What an Application Must Include

Standard Form–424

Applicants must complete the Application for Federal Assistance (SF–424), a standard form that most Federal agencies use, following the instructions it provides.

Program Narrative

Applicants must submit a program narrative that presents a detailed description of the purpose, goals, objectives, strategies, design, and management of the proposed program. The program narrative must be double-spaced with 1-inch margins, not exceeding 30 pages of 8½ by 11-inches, and use a standard 12-point font, preferably Times New Roman. Pages must be numbered "1 of 30," etc. Material required under the "Budget and Budget Narrative" and "Other Attachments" sections will not count toward the program narrative page count. OJJDP may reject applications that are incomplete, do not respond to the scope of the solicitation, or fail to comply with format requirements.

The program narrative must address the following selection criteria: (1) statement of the problem/program narrative, (2) impact/outcomes and evaluation/performance measure data collection plan, (3) project/program design and implementation, and (4) capabilities/ competencies. The connections among these sections must be clearly delineated. For example, the goals and objectives must derive directly from the problems to be addressed. Similarly, the project design section must clearly explain how the program's structure and activities will accomplish the goals and objectives identified in the previous section.

- **Statement of the Problem**

Applicants must briefly describe the nature and scope of the problem that the program will address (e.g., gang activity, underage drinking, drug abuse, truancy, youth employment, school performance, etc.). Local data should be used to provide evidence that the problem exists, demonstrate the size and scope of the problem, and document the effects of the problem on the target population and the larger community. Applicants should describe any previous or current attempts to address the problem.

Applicants should describe any research or evaluation studies that relate to the problem and contribute to the applicant's understanding of its causes and potential solutions. While applicants are expected to review the research literature for relevant studies, they should also explore whether unpublished local sources of research or evaluation data are available.

Project Abstract. A project abstract must be included as the first page of the Program Narrative, and is included in the page limitation specified above. It must not exceed 200 words and briefly describe the project's purpose, identify the population to be served, and summarize the activities that will be implemented to achieve the project's goals and objectives. These goals and objectives must focus on short-term and intermediate outcomes (see "Impact/Outcomes and Evaluation/Performance Measures," below). The abstract must describe how progress towards these goals will be measured

- **Impact/Outcomes and Evaluation/Performance Measure Data Collection Plan**

Applicants must describe the goals of the proposed program and identify its objectives. When formulating the program's goals and objectives, applicants must be cognizant of the performance measures that will be required of successful applicants.

Goals. Applicants must describe the program's intent to change, reduce, or eliminate the problem noted in the previous section and outline the project's goals.

Program Objectives. Applicants must explain how the program will accomplish its goals. Objectives are specific, quantifiable statements of the project's desired results. They must be clearly linked to the problem identified in the preceding section and measurable. (Examples of measurable objectives include the following: to provide school-based and community services for 40 youth returning from commitment, to increase the percentage of youth who successfully complete their current academic grade, to expand counseling services to cover an additional 50 at-risk youth.)

Performance Measures. Award recipients are required to collect and report data in support of performance measures (see "Performance Measures," page 5.)

- **Project/Program Design and Implementation**

Applicants must detail how the project will operate throughout the project period and describe the strategies that will be used to achieve the goals and objectives identified in the previous section. Applicants are encouraged to select evidence-based practices for their programs and adopt a project design that will facilitate the gathering of data on the required performance measures.

Applicants should detail any leveraged resources from local sources, cash or in kind, to support the project and discuss plans for sustainability beyond the project period. Applicants should identify any other federal, state, or private foundation grants that serve the same local area and target population.

Logic Model. Applicants must include a logic model that graphically illustrates how the performance measures are related to the project's problems, goals, objectives, and design. Sample logic models are available at ojjdp.ncjrs.gov/grantees/performance.html. The logic model must be submitted as a separate attachment, as stipulated in "Other Attachments," page 10.

Timeline. Applicants must submit a timeline or milestone chart that indicates major tasks, assigns responsibility for each, and plots completion of each task by month or quarter for the duration of the award, using "Year 1," "Month 1," "Quarter 1," etc., not calendar dates (see "Sample Project Timelines" at ojjdp.ncjrs.gov/grantees/timelines.html). The timeline must be submitted as a separate attachment, as stipulated in "Other Attachments," page 10. On receipt of an award, the timeline may be revised based on training and technical assistance provided by OJJDP.

- **Capabilities/Competencies**

Applicants must describe the roles and responsibilities of project staff and explain the program's organizational structure and operations. Management and staffing patterns must be clearly and evidently connected to the project design described in the previous section. Applicants must describe the experience and capability of the applicant's organization and any contractors that will be used to effectively implement and manage this effort and its associated federal funding, highlighting any previous experience implementing projects of similar design or magnitude. If partner organizations will assist with project activities, Memorandums of Understanding from those organizations describing their roles in the project and any resources, tangible or intangible, that they will contribute should be attached to the application.

Budget and Budget Narrative

Applicants must provide a budget that: (1) is complete, allowable, and cost effective in relation to the proposed activities; (2) shows the cost calculations demonstrating how the applicant arrived at the total amount requested; and (3) provides a brief supporting narrative to link costs with project activities. Applicants must submit a budget that includes a detailed worksheet itemizing all costs and a narrative explaining and justifying each budget item, as described below. Total costs that the applicant specifies in its budget must match the amount it provides in the Estimated Funding section of the Project Information screen in GMS. All funds listed in the budget will be subject to audit.

Applicants receiving grant funds of at least $45,000 must include in the budget funds to support up to two staff to travel to Washington, DC, for a 3-day grantee training meeting to be held in autumn 2009. Applicants should budget $1,500 per person to attend the training and record this as part of the travel line item in the budget. This meeting will provide grantees training on programmatic and financial reporting, reporting performance measures, DCTAT, and using GMS. In addition, grantees will receive information on OJJDP's SMART system, the Helping America's Youth Strategies and Tools for Communities to Help Youth, and OJJDP's Model Programs Guide.

- **Budget Worksheet**

The worksheet must provide the detailed computation for each budget line item, listing its cost and showing how it was calculated. For example, personnel costs must show the annual salary rate and percent of time devoted to the project for each employee paid with grant funds. The budget worksheet must present a complete and detailed itemization of all proposed costs. A template is available at http://www.ojp.usdoj.gov/funding/forms/budget_detail.pdf.

- **Budget Narrative**

The budget narrative must describe each budget item and relate it to the appropriate project activity. It must closely follow the content of the budget detail worksheet and provide justification for all proposed costs listed in the budget worksheet (particularly, supplies, travel, and equipment) and demonstrate that they are reasonable. In the budget narrative, the applicant must explain how fringe benefits were calculated, how travel costs were estimated, why particular items of equipment or supplies must be purchased, and how overhead or indirect costs, if applicable, were calculated.

Indirect Cost Rate Agreement

Applicants that would like to establish a federally negotiated indirect cost rate must submit a proposal to their cognizant federal agency. Generally, the cognizant federal agency is the agency that provides the preponderance of direct federal funding. This can be determined by reviewing an organization's schedule of federal financial assistance. If DOJ is your cognizant federal agency, obtain information needed to submit an indirect cost rate proposal at http://www.ojp.usdoj.gov/funding/pdfs/indirect_costs.pdf

Other Attachments

Applicants must submit the following information, as stipulated in the cited pages, as attachments to their application:

- logic model (see "Logic Model," page 9)
- timeline or milestone chart (see "Timeline," page 9)
- résumés of all key personnel
- job descriptions outlining roles and responsibilities for all key positions
- letters of support/commitment and memoranda of understanding (MOUs) from partner organizations.

Review Process

OJP is committed to ensuring a standardized process for awarding grants. OJJDP reviews each application to ensure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with program or legislative requirements as stated in the solicitation.

Absent explicit statutory authorization or written delegation of authority to the contrary, the OJP Assistant Attorney General, who may also give consideration to factors including, but not limited to, underserved populations, strategic priorities, past performance, and available funding, will make all final grant award decisions.

Additional Requirements

Successful applicants selected for award must agree to comply with additional applicable requirements prior to receiving grant funding. OJJDP strongly encourages applicants to review the information pertaining to these additional requirements prior to submitting their applications. Additional information for each is available at www.ojp.usdoj.gov/funding/other_requirements.htm.

- Civil Rights Compliance
- Funding to Faith-Based Organizations
- Confidentiality and Human Subjects Protection
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards
- Single Point of Contact Review
- Non-Supplanting of State and Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs Financial Guide
- Suspension or Termination of Funding
- Non-Profit Organizations
- For-Profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006
-

AI-15865 **22.C.1.**

Interdepartmental Transfer

CC REGULAR

Date:	06/08/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #3 TxDot (1315):
Approval of 2009 interdepartmental transfer within Precinct #3 TxDot (1315) from TxDot - FM 681 SH 107-SH 364 (program 039) to TxDot - FM 681 SH 107-FM 2221/FM 492 (program 070) in the amount of $1,250,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-123-0XX-0-841

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

BUDGETARY IMPACT:

9-1315-431-00-123-039-0-841 --> 9-1315-431-00-123-070-0-841 $1,250,000.00
Available balance as of 6/04/09 $1,250,000.00.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/04/2009 02:45 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/04/2009 03:07 PM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Perla Lopez — Started On: 06/04/2009 11:22 AM

Final Approval Date: 06/05/2009

INTER-DEPARTMENTAL TRANSFER

DATE: June 4, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget and Management

ACCOUNT NUMBER: 9-1315-431-00-123-0XX-0-841

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:		
9-1315-431-00-123-039-0-841	TxDot - FM 681 (SH107 - SH 364) - Aid to Govt	**(1,250,000.00)**
TO:		
9-1315-431-00-123-070-0-841	TxDot - FM 681 (SH107 - FM 2221/FM 492) -Aid Govt	**$ 1,250,000.00**
	Total Budget (Increase/Decrease)	**0.00**

REASON: To fund expenditures for the FM 681 from FM 2221 to SH 107 Road Project.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-15812 **22.C.2.**

BCAP INTERDEPARTMENTAL TRANSFER LOPEZVILLE 075 TO ARCO 068 CC REGULAR

Date: 06/08/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Budget and Management **Purchasing only:** CAP Pct.2

Information

CAPTION

BCAP (1310):
Approval of 2009 interdepartmental transfer from BCAP Lopezville/Water Street (program 075) to BCAP Arco Iris No. 2/North Loop (program 068), respectively in the amount of $180.90 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1310-431-00-122-075-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 06/03/09; $3,782.71

9-1310-431-00-122-075-0-339-->9-1310-431-00-122-068-0-339; $180.90

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 08:31 AM	APRV
2	Roland Garcia	Rolando Garcia	06/03/2009 03:02 PM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Marcie Jackson Started On: 06/02/2009 04:36 PM

Final Approval Date: 06/05/2009

DATE: June 2, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-(1310)

ACCOUNT NUMBER: 9-1310-431-00-122-XXX-0-XXX

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

AI-15812 6/9/09

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1310-431-00-122-075-0-339	PCT.2-LOPEZVILLE/WATER-OTHER PROF SRV	$ (180.90)
9-1310-431-00-122-068-0-339	ARCO IRIS 2/LIB LOOP N-OTHER PROF	$ 180.90
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to process payment on past due invoices that were misplaced.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15817 **22.C.3.**

Transfer for Drainage Improvement Projects

CC REGULAR

Date:	06/08/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #2 CO 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2009, from the Precinct 2 Drainage Improvement Project (program 034) into LJ Drainage (program 038) in the amount of $40,000.00 and into Cesar Chavez Drainage (program 039) in the total amount of $75,500.00 to fund project expenditures.

BACKGROUND

PO 618318 Leonel Garza, Jr. & Associates
PO 620344 R. Gutierrez Engineering Corp.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $2,558,461.33 as of 6/2/2009.
9-1339-431-00-122-034-0-890----->9-1339-431-00-122-038-0-719 in the amount of $40,000.00
9-1339-431-00-122-034-0-890----->9-1339-431-00-122-039-0-711 in the amount of $72,000.00
9-1339-431-00-122-034-0-890----->9-1339-431-00-122-039-0-733 in the amount of $3,500.00

Attachments

Link: Inter-Dept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/03/2009 08:35 AM	APRV
2	Roland Garcia	Rolando Garcia	06/03/2009 04:30 PM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Yolanda Cisneros
Started On: 06/02/2009 05:59 PM

Final Approval Date: 06/05/2009

DATE: June 2, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 Pct2 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-122-034-0-890	CO2009 PCT2 DRAIN IMPRV- OTHER	(187,500.00)
9-1339-431-00-122-038-0-719	CO2009 Pct2 L J Drain - LAND	$40,000.00
9-1339-431-00-122-039-0-711	CO2009 Pct2 Cesar Chavez Drain - ROW	$72,000.00
9-1339-431-00-122-039-0-733	CO2009 Pct2 Cesar Chavez Drain - DRAIN	$3,500.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to Cesar Chavez Drainage Project with Work Authorization #11 Approved on CCM on 03/24/2009 & Purchase of Land for LJ Drainage Project thru PO618318 (Leonel Garza, Jr. & Associates).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-15868 **22.C.4.**

Interdept transfer for Pct. 1 CO's 2009 Drainage Improvement to Pond Project
CC REGULAR

Date:	06/08/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Pct. 1 CO's 2009
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #1 CO's 2009 (1339):
Approval of interdepartmental transfer from Pct. 1 Drainage Improvement (program #052) to Pct. 1 Pond Mile 21 N & Mile 5 1/2 W (program #057) in the amount of $3,600.00 to fund project expenditure(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1339-431-00-121-052-0-742 --> 9-1339-431-00-121-057-0-719 $3,600.00. To fund negative balance due to expense reclassification (refer to JE #91601 posted on 5-11-09). Funds available as of 6-4-09.

Attachments

Link: Pct. 1 Pond CO's 2009 transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/04/2009 01:39 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 02:09 PM	APRV
3	Veronica Lopez	Veronica Lopez	06/04/2009 02:34 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Ivan Cantu Started On: 06/04/2009 01:26 PM

Final Approval Date: 06/05/2009

DATE: June 4, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 CO's 2009

ACCOUNT NUMBER: 9-1339-431-00-121-0XX-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1339-431-00-121-052-0- 742	C.O. 2009-Pct. 1 Drain Imprv.-	Heavy Equipment	(3,600.00)
TO			
9-1339-431-00-121-057-0- 719	C.O. 2009-Pct. 1 Pond (M21N & M5 1/2 W)-	Land	3,600.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund negative balance due to expense reclassification by Auditor's office, refer to JE #91601 posted on 5-11-09

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-15877 **22.D.1.**

Interfund Transfer 1200 to 1401

CC REGULAR

Date:	06/08/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interfund Transfers

Information

CAPTION

R & B Co. Wide (1200)/Notes Payable (1401):
Approval of 2009 interfund transfer from Road Administration to Notes Payable in the amount of $379,255.85 to fund SIB Loan payment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-431-00-115-041-0-899

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

BUDGETARY IMPACT:

Funds available for transfer as of 06/04/2009

Attachments

Link: interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/04/2009 05:26 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/04/2009 05:32 PM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Sergio Cruz — Started On: 06/04/2009 05:00 PM

Final Approval Date: 06/05/2009

DATE: June 9, 2009

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR ROAD AND BRIDGE COUNTYWIDE (1200)/NOTES PAYABLE (1401)

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1200-431-00-115-041-0- 899	ROAD ADM-CONTINGENCY	(379,255.85)
9-1200-491-01-000-401-0- 891	TRANSFERS OUT-NOTES PAYABLE	379,255.85
9-1401-391-01-000-200-0- 000	TRANSFERS IN-R&B CO WIDE	379,255.85
TOTAL BUDGET INCREASE: 1401		0.00

REASON: **TO FUND PAYMENT OF SIB LOANS: S2005-001-01 & S2005-002-02.**

DEPARTMENT HEAD SIGNATURE

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

AI-15863 **22.D.2.**

Interfund Transfer

CC REGULAR

Date:	06/08/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Pct. #3 TXDot (1315):
Approval of 2009 interfund transfer from C.O. 2009 (1339) to TxDot Projects (1315) in the amount of $490,612.60 to fund expenditures for the FM 681 from FM 2221 to SH 107 Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-049-0-890

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

BUDGETARY IMPACT:

Available funds as of 6/04/09 $1,985,000.00

Attachments

Link: Interfund Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/04/2009 02:40 PM	APRV
2	Sylvia Solis	Sylvia Solis	06/04/2009 04:29 PM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Perla Lopez — Started On: 06/04/2009 10:50 AM

Final Approval Date: 06/05/2009

DATE: June 4, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management

2009
Transfer

ACCOUNT NUMBER: **9-XXX-431-00-123-XXX-0-XXX**

CONTACT PERSON: Perla Lopez **PHONE:** 292-7025 ext. 5419

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1339-431-00-123-049-0- 890	**CO 2009-Pct 3 Drain Improv-Other**	**(490,612.60)**
9-1339-491-01-000-315-0- 891	**Transfers Out - TxDot Projects**	**490,612.60**
TO		
9-1315-391-01-000-339-0- 000	**Transfers In - Cert of Oblig, 2009**	**490,612.60**
9-1315-431-00-123-070-0- 841	**TxDot-FM681 (SH107-FM2221/FM492)-Aid Govt**	**490,612.60**
	TOTAL BUDGET INCREASE (DECREASE)	**490,612.60**

REASON: **Transfer to fund expenditures for the FM 681 from FM 2221 to SH 107 Road Project.**

DEPARTMENT HEAD SIGNATURE

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

AI-15867 **22.D.3.**

Interfund Transfer

CC REGULAR

Date:	06/08/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Pct. #3 TxDot (1315):
Approval of 2009 interfund transfer from C.O. 2009 (1339) to TxDot Projects (1315) in the amount of $5,877.27 to fund expenditures for the FM 2221 / FM 492 from FM 681 to SH 364 Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-049-0-890

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

BUDGETARY IMPACT:

Available balance as of 6/4/09 $1,985,000.00.

Attachments

Link: Interfund

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/04/2009 02:48 PM	APRV
2	Sylvia Solis		06/05/2009 08:33 AM	PEND
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Perla Lopez Started On: 06/04/2009 11:59 AM

Final Approval Date: 06/05/2009

DATE: June 4, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management

2009
Transfer

ACCOUNT NUMBER: **9-1XXX-431-00-123-XXX-0-XXX**

CONTACT PERSON: Perla Lopez **PHONE:** 292-7025 ext. 5419

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1339-431-00-123-049-0- 890	**CO 2009-Pct 3 Drain Improv-Other**	**(5,877.27)**
9-1339-491-01-000-315-0- 891	**Transfers Out - TxDot Projects**	**5,877.27**
TO		
9-1315-391-01-000-339-0- 000	**Transfers In - Cert of Oblig, 2009**	**5,877.27**
9-1315-431-00-123-071-0- 841	**TxDot - FM 2221 / FM 492 (FM 681 - SH 364) - Aid to Gov**	**5,877.27**
	TOTAL BUDGET INCREASE (DECREASE)	**5,877.27**

REASON: **Transfer to fund expenditures for the FM 2221/FM 492 from FM 681 to SH 364 Road Project.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-15866 **22.D.4.**

Interfund Transfer

CC REGULAR

Date:	06/08/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Pct. #3 TxDot (1315):
Approval of 2009 interfund transfer from C.O. 2006 (1336) to TxDot Projects (1315) in the amount of $869,308.13 to fund expenditures for the FM 2221 / FM 492 from FM 681 to SH 364 Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-123-040-0-890

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

BUDGETARY IMPACT:

Available balance as of 6/04/09 $869,308.13.

Attachments

Link: 15866 Interfund

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/04/2009 02:46 PM	APRV
2	Dale Kennan	Dale Kennan	06/04/2009 04:11 PM	APRV
3	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Perla Lopez Started On: 06/04/2009 11:48 AM

Final Approval Date: 06/05/2009

DATE: June 4, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management

ACCOUNT NUMBERS: From: 9-1336-431-00-123-040-0-890
To: 9-1315-431-00-123-071-0-841

2009
Transfer

CONTACT PERSON: Perla Lopez **PHONE:** 292-7025 ext. 5419

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1336-431-00-123-040-0- 890	**CO 2006-Pct 3-Other**	**(869,308.13)**
9-1336-491-01-000-315-0- 891	**Transfers Out - TxDot Projects**	**869,308.13**
TO		
9-1315-391-01-000-336-0- 000	**Transfers In - Cert of Oblig, 2006**	**869,308.13**
9-1315-431-00-123-071-0- 841	**TxDot - FM 2221 / FM 492 (FM 681 - SH 364) - Aid to Gov**	**869,308.13**
	TOTAL BUDGET INCREASE (DECREASE)	**869,308.13**

REASON: **Transfer to fund expenditures for the FM 2221/FM 492 from FM 681 to SH 364 Road Project.**

DEPARTMENT HEAD SIGNATURE

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

AI-15781 **22.E.1.**

Request for extension of three (3) temporary Data Processor positions
CC REGULAR

Date:	06/08/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Elections Department
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Elections (1100):
a. Approval to extend three (3) temporary full-time data processor positions, slot no.'s T095, T100, and T103, budgeted hourly rate $8.00. Positions effective for six (6) months and/or from July 01, 2009 through December 31, 2009.
b. Approval of 2009 intradepartmental transfer to fund salary related fringes for temporary full-time positions.
c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-414-00-130-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Salary
Object Code 121: Funding already in place.

Fringes
Object Code 220: Intradepartmental Transfer
Object Code 250: Intradepartmental Transfer
Object Code 260: Intradepartmental Transfer

*temporary staff may be reimbursed through Chapter 19 funds from Secretary of State for Voter Registration projects.

Attachments

Link: Job Description
Link: PAR
Link: Fiscal Note
Link: LIT

Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	06/03/2009 03:42 PM	APRV
2	Budget & Management	Veronica Lopez	06/03/2009 03:46 PM	APRV
3	Roland Garcia	Rolando Garcia	06/04/2009 04:38 PM	APRV
4	Sylvia Solis	Sylvia Solis	06/04/2009 04:46 PM	APRV
5	Auditor's Office	Angela Garcia	06/05/2009 08:33 AM	APRV

Form Started By: Rosie Cantu Started On: 06/01/2009 01:44 PM

Final Approval Date: 06/05/2009

HIDALGO COUNTY
Elections Department

Job Title: (Temporary) Data Processor **FLSA Status:** Non- **Exempt**

Dept. Code: 130-001 **Civil Service Status Exempt**

SUMMARY:
Will work closely with Data Processors I, II & III to perform the duties of processing voter registration applications and forms; will work with the public to answer questions and assist with public requests. Work is performed under the immediate supervision and direction of the Elections Administrator and Executive Assistant.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Maintain accurate and up to date voter registration data and files;
- Assist public either by telephone or in person, with voter registration application information and elections information as needed;
- Provide public assistance in responding to telephone calls;
- Assist public with request information and questions;
- Knowledgeable of Deputizing Program for public, business and organizations utilized in Voter Registration process;
- Perform manual filing and scanning of voter applications and forms;
- Assist Data Processors II & III in interpreting and reading city and county map boundaries for proper precinct locations;
- Must have good writing and communication skills;
- Must be well organized;
- Ability to work well with others including contractual entities, department employees, elected officials, and department heads;
- Assist the IT department in the Election's Warehouse in regards to voting equipment and election supplies;
- Perform other duties as may be assigned.

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

HIDALGO COUNTY
BUDGET OFFICE
2009 MAY 21 PM 2 20

EDUCATION and/or EXPERIENCE:
- High school diploma or general education degree GED;
- Must have a minimum of one year of computer and data entry skills experience;
- Bilingual is preferred.

OTHER SKILLS AND ABILITIES:
- Ability to read, interpret and accept documents such as public requests;
- Ability to communicate effectively with staff and the public.

ADDITIONAL DUTIES

- During elections, must be available to work extended hours and/or weekends when necessary;
- Must be able to work under stressful and demanding conditions;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;
- Regular attendance punctuality is a must.

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.

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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to 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 thirty-five (35) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- Sitting for extended periods of time;
- Operating assigned equipment.

Maintain mental capacity which permits:

- Making sound decisions and using good judgment;
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions which involve:

- Working closely with others;
- Working in a multi-task environment.
- Maintain effective audio-visual discrimination and perception needed for:
- Making observations;
- Reading and writing;
- Operating assigned equipment;
- Communicating with others.

HIDALGO COUNTY
BUDGET OFFICE
2009 MAY 21 PM 2 20

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Elections Department # 130

DATE: 05/19/09

CURRENT POSITION TITLE: (TEMPORARY) DATA PROCESSOR 1

CURRENT SLOT. #: T-95, T-100, T-103

REQUESTED POSITION TITLE: (TEMPORARY) DATA PROCESSOR 1
(For new positions or reclassifications)

RE

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☑ Other Extension

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

POSITION SALARY REQUEST:

Salary Amount:	$ 16,640.00	$ 16,640.00 X 3	$ 49,920.00
	Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $ 8.00 (Enter hourly rate for temp. positions)

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 8.00 X 2080 = 16,640.00 (Hourly Rate * 2,080 hrs. per year = Annual Salary)

TEMPORARY POSITIONS:

07/01/09	12/31/09	MONDAY - FRIDAY	40	6 MONTHS
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)

DATA ENTRY OF VOTER REGISTRATIONS APPLICATIONS AND SCANNING OF ELECTION DOCUMENTS.

HIDALGO COUNTY BUDGET OFFICE 2009 MAY 21 PM 2 20

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

SEE ATTACHMENT

POSITION RECLASIFICATION: 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

HIDALGO COUNTY
BUDGET OFFICE
2009 MAY 21 PM 2 20

1.	DEPARTMENT HEAD	05/21/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/03/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ 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: Monday, June 08, 2009 **Agenda Item:** 15781

Summary of request/proposal:
Approval to extend three (3) temporary full-time positions, slot no.'s T095, T100, and T103, budgeted hourly rate $8.00. Positions effective for six (6) months and/or from July 01, 2009 through December 31, 2009.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	DATA PROCESSOR	T095	121	0.00	16,640.00	16,640.00
1100	DATA PROCESSOR	T100	121	0.00	16,440.00	16,440.00
1100	DATA PROCESSOR	T103	121	0.00	16,640.00	16,640.00
				0.00	49,720.00	49,720.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-414-00-130-001-0-	121	ELECTIONS-	TEMP F/T EMPLOYEES	$25,145.75
9-1100-414-00-130-001-0-	211	ELECTIONS-	HEALTH INSURANCE	-
9-1100-414-00-130-001-0-	212	ELECTIONS-	LIFE INSURANCE	-
9-1100-414-00-130-001-0-	220	ELECTIONS-	FICA	$1,923.65
9-1100-414-00-130-001-0-	230	ELECTIONS-	RETIREMENT	-
9-1100-414-00-130-001-0-	250	ELECTIONS-	UNEMPLOYMENT COMP	$125.73
9-1100-414-00-130-001-0-	260	ELECTIONS-	WORKER'S COMP	$50.29
			2009 Budgetary Impact	$27,245.42

2010 Budgetary Impact: N/A

Possible Funding Sources: **ELECTIONS DEPT./ FUNDS ALREADY IN PLACE**

Budget Office Recommendation:

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: June 3, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Elections Department

ACCOUNT NUMBER: 9-1100-414-00-130-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
121	TEMP F/T EMPLOYEES	220	FICA	$ 1,923.65
121	TEMP F/T EMPLOYEES	250	UNEMPLOYMENT COMP	$ 125.73
121	TEMP F/T EMPLOYEES	260	WORKERS COMP	$ 50.29
			TOTAL	**$ 2,099.67**

REASON: Transfer to fund salary related fringes for extension of three (3) temporary full-time positions. Transfer to object code 121 temp full-time not needed, funding already in place.

DEPARTMENT HEAD SIGNATURE

__/__/__

Form DBM-201

INTRADEPARTMENTAL TRANSFER REQUEST

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

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-414-00-130-001-0

ELECTIONS

AI - 15781

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	112	ELECTIONS ADMINISTRATOR	$70,000.00	$0.00	$70,000.00	0.05	$3,500.00	$0.00	$73,500.00	$73,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$73,500.00
0002	113	INFORMATION TECHNOLOGY MANAGER	$59,933.00	$0.00	$59,933.00	0.05	$2,997.00	$0.00	$62,930.00	$62,930.00	$360.00	$0.00	$0.00	$0.00	$0.00	$63,290.00
0005	113	ELECTIONS SPECIALIST	$37,500.00	$0.00	$37,500.00	0.05	$1,875.00	$0.00	$39,375.00	$39,375.00	$420.00	$0.00	$0.00	$0.00	$0.00	$39,795.00
0007	113	SENIOR FIELD SERVICE SPECIALIST	$31,116.00	$0.00	$31,116.00	0.05	$1,555.80	$0.00	$32,671.80	$32,672.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,672.00
0010	113	ACCOUNTING CLERK	$27,445.00	$0.00	$27,445.00	0.05	$1,372.00	$3,183.00	$32,000.00	$32,000.00	$1,860.00	$0.00	$0.00	$0.00	$0.00	$33,860.00
0011	113	ELECTIONS SPECIALIST ASSISTANT	$26,980.00	$0.00	$26,980.00	0.05	$1,349.00	$651.00	$28,980.00	$28,980.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,280.00
0013	113	FIELD SERVICE SPECIALIST	$26,301.00	$0.00	$26,301.00	0.05	$1,315.00	$685.00	$28,301.00	$28,301.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,301.00
0014	113	DATA PROCESSOR III	$22,149.00	$0.00	$22,149.00	0.05	$1,107.00	$3,744.00	$27,000.00	$27,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,000.00
0015	113	DATA PROCESSOR II	$22,149.00	$0.00	$22,149.00	0.05	$1,107.00	$2,244.00	$25,500.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0016	113	DATA PROCESSOR II	$19,424.00	$0.00	$19,424.00	0.05	$971.00	$5,105.00	$25,500.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0017	113	DATA PROCESSOR I	$19,424.00	$0.00	$19,424.00	0.05	$971.00	$3,605.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0018	113	DATA PROCESSOR I	$19,424.00	$0.00	$19,424.00	0.05	$971.00	$3,605.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0019	113	DATA PROCESSOR I	$19,424.00	$0.00	$19,424.00	0.05	$971.00	$3,605.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0020	113	DATA PROCESSOR I	$19,424.00	$0.00	$19,424.00	0.05	$971.00	$3,605.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0021	113	DATA PROCESSOR I	$19,424.00	$0.00	$19,424.00	0.05	$971.00	$3,605.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0022	113	DATA PROCESSOR I	$19,424.00	$0.00	$19,424.00	0.05	$971.00	$3,605.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0085	113	EXECUTIVE ASSISTANT	$40,000.00	$0.00	$40,000.00	0.05	$2,000.00	$0.00	$42,000.00	$40,950.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$42,210.00
0086	113	STREET INDEXING SPECIALIST	$0.00	$34,000.00	$34,000.00	0	$0.00	$0.00	$34,000.00	$34,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,000.00
~~T088~~	~~121~~	~~DATA PROCESSOR~~	~~$16,640.00~~	~~$0.00~~	~~$16,640.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$16,640.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
T095	121	DATA PROCESSOR	$16,640.00	$0.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T100	121	DATA PROCESSOR	$16,640.00	$0.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T103	121	DATA PROCESSOR	$16,640.00	$0.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
~~T108~~	~~121~~	~~DELIVERY DRIVER~~	~~$16,640.00~~	~~$0.00~~	~~$16,640.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$16,640.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		TOTAL	$549,461.00	$34,000.00	$583,461.00		$24,974.80	$37,242.00	$645,677.80	$620,628.00	$4,200.00	$0.00	$0.00	$0.00	$0.00	$624,828.00

Approval to extend three (3) temporary full-time positions, slot no.'s T095, T100 and T103, budgeted hourly rate $8.00. Positions effective for six (6) months and/or from July 01, 2009 through December 31, 2009.

Note: Slot no.'s T088 and T108 not requested for extension, will expire July 01, 2009.

AI-15811 **22.E.2.**

DBM Workers' Comp & TX DPS - Transfer of employee no. 12537

CC REGULAR

Date:	06/08/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

DBM-Workers' Comp. & TX DPS - Employee Transfer:
a. Approval to delete one (1) regular full-time Secretary position, slot #0012, budgeted salary $27,552.00.
b. Approval to create one (1) regular full-time Clerk III position, slot #0007, budgeted salary $27,552.00 (TX DPS) and transfer employee no. 125237 from Workers Compensation to TX DPS, effective date 06/08/09.
c. Approval of interdepartmental transfer in the total amount of $21,000.00 from Co Wide Contingency to TX DPS to fund salary and related fringes for position.
d. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-4XX-00-115-0XX-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 06/02/09.

Attachments

Link: Fiscal Note
Link: PARs
Link: Interdept. Transfer
Link: WC - Revised salary schedule
Link: Revised Salary Schedule
Link: Old Job Description
Link: New Job Descriptions

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Sylvia Solis	Sylvia Solis	06/04/2009 09:44 AM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 09:47 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/04/2009 01:58 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Sylvia Solis Started On: 06/02/2009 04:28 PM

Final Approval Date: 06/05/2009

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: Monday, June 08, 2009 **Agenda Item:** 15811

Summary of request/proposal:
DBM - WC is requesting approval to delete one (1) regular full-time secretary position, slot #0012, budgeted salary $27,552.00. TX DPS Dept. is requesting to create one (1) regular full-time Clerk III position, slot #0007, budgeted salary $27,552.00 and transfer employee no. 125237 from Workers Compensation to TX DPS, effective 06/08/09.

Fund	Position Title	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
2202	SECRETARY	0012	113	27,552.00	0.00	(27,552.00)
				27,552.00	0.00	(27,552.00)

Budgetary Impact (Fund 2202):

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-2202-419-50-115-065-0	113	DBM-W/C DIV-	REG F/T EMPLOYEES	($15,728.92)
9-2202-419-50-115-065-0	211	DBM-W/C DIV-	HEALTH INSURANCE	($2,377.15)
9-2202-419-50-115-065-0	212	DBM-W/C DIV-	LIFE INSURANCE	($15.41)
9-2202-419-50-115-065-0	220	DBM-W/C DIV-	FICA	($1,203.26)
9-2202-419-50-115-065-0	230	DBM-W/C DIV-	RETIREMENT	($1,418.75)
9-2202-419-50-115-065-0	250	DBM-W/C DIV-	UNEMPLOYMENT COMP	($78.64)
9-2202-419-50-115-065-0	260	DBM-W/C DIV-	WORKER'S COMP	($31.46)
			2009 Budgetary Impact	($20,853.59)

2010 BUDGETARY IMPACT: $ (36,528.78)

Possible Funding Sources: N/A

Fund	Position Title	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	CLERK III	0007	113	0.00	27,552.00	27,552.00
				0.00	27,552.00	27,552.00

Budgetary Impact (Fund 1100):

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-421-00-115-027-0-	113	TX DPS -	REG F/T EMPLOYEES	$15,728.92
9-1100-421-00-115-027-0-	211	TX DPS -	HEALTH INSURANCE	$2,377.15
9-1100-421-00-115-027-0-	212	TX DPS -	LIFE INSURANCE	$15.41
9-1100-421-00-115-027-0-	220	TX DPS -	FICA	$1,203.26
9-1100-421-00-115-027-0-	230	TX DPS -	RETIREMENT	$1,418.75
9-1100-421-00-115-027-0-	250	TX DPS -	UNEMPLOYMENT COMP	$78.64
9-1100-421-00-115-027-0-	260	TX DPS -	WORKER'S COMP	$31.46
			2009 Budgetary Impact	$20,853.59

2010 BUDGETARY IMPACT: $ 36,528.78

Possible Funding Sources: General Fund

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: TX DPS/ 115-027

DATE: May 28, 2009

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0007

REQUESTED POSITION TITLE: CLERK III
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Transfer of position & employee

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 27,552.00 (Proposed Budgeted Salary) $ 27,552.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other CONTINGENCY ACCOUNT (9-1100-415-00-115-002-0-899)

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] $ _____

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

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

TEMPORARY POSITIONS:

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

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

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

INCREASED WORKLOAD IN TX DPS AND REDISTRIBUTION OF WORKLOAD IN THE WORKERS' COMPENSATION PROGRAM.

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

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

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

TRANSFER OF EMPLOYEE FROM ONE DEPARTMENT TO ANOTHER DEPARTMENT AND FROM ONE FUND TO ANOTHER FUND. NO CHANGE IN SALARY.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 6/01/09	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/01/09	BUDGET PROCEDURES COMPLETED	☑ YES RD	☒ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DBM – WORKERS' COMPENSATION DIVISION/ 115-065 DATE: May 28, 2009

CURRENT POSITION TITLE: SECRETARY CURRENT SLOT. #: 0012

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 27,552.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (-$27,552.00) (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 MADE AVAILABLE

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] $ _____

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

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

TEMPORARY POSITIONS:

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

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

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

INCREASED WORKLOAD IN TX DPS AND REDISTRIBUTION OF WORKLOAD IN THE WORKERS' COMPENSATION PROGRAM.

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

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

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

TRANSFER OF EMPLOYEE FROM ONE DEPARTMENT TO ANOTHER DEPARTMENT AND FROM ONE FUND TO ANOTHER FUND. NO CHANGE IN SALARY.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Diana Vazquez DEPARTMENT HEAD	5/29/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	5/29/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

DATE: June 2, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for TX DPS

ACCOUNT NUMBER: 9-1100-4XX-00-115-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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	(21,000.00)
TO			
9-1100-421-00-115-027-0- 113	TX DPS -	REGULAR FULL-TIME EMPLOYEES	15,850.00
9-1100-421-00-115-027-0- 211	TX DPS -	HEALTH INSURANCE	2,400.00
9-1100-421-00-115-027-0- 212	TX DPS -	LIFE INSURANCE	16.00
9-1100-421-00-115-027-0- 220	TX DPS -	FICA	1,204.00
9-1100-421-00-115-027-0- 230	TX DPS -	RETIREMENT	1,419.00
9-1100-421-00-115-027-0- 250	TX DPS -	UNEMPLOYMENT COMP	79.00
9-1100-421-00-115-027-0- 260	TX DPS -	WORKERS COMP	32.00
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

To fund position including salary and fringes for employee transferred from Workers Comp to the Tx DPS Dept.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-2202-419-50-115-065-0
DBM - W/C DIVISION

AI-15811

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	W/C DIVISION ADMINISTRATOR	57,200.00	0.00	57,200.00	0.05	2,860.00	0.00	60,060.00	60,060.00	420.00	0.00	0.00	4,000.00	0.00	64,480.00
0008	113	CLAIMS INVESTIGATOR II	43,853.00	0.00	43,853.00	0.05	2,192.65	0.00	46,045.65	46,046.00	300.00	0.00	0.00	0.00	0.00	46,346.00
0009	113	W/C CLERK III	36,400.00	0.00	36,400.00	0.05	1,820.00	0.00	38,220.00	38,220.00	780.00	0.00	0.00	0.00	0.00	39,000.00
0010	113	W/C CLERK II	31,517.00	0.00	31,517.00	0.05	1,575.85	0.00	33,092.85	33,093.00	300.00	0.00	0.00	0.00	0.00	33,393.00
0011	113	W/C CLERK II	31,517.00	0.00	31,517.00	0.05	1,575.85	0.00	33,092.85	33,093.00	480.00	0.00	0.00	0.00	0.00	33,573.00
~~0012~~	~~113~~	~~SECRETARY~~	~~25,552.00~~	~~0.00~~	~~25,552.00~~	~~0.05~~	~~1,277.60~~	~~722.40~~	~~27,552.00~~	~~27,552.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~27,552.00~~
0013	113	CHIEF ADMINISTRATOR	5,200.00	0.00	5,200.00	0.05	260.00	0.00	5,460.00	5,460.00	21.43	0.00	0.00	0.00	0.00	5,481.43
0014	113	RISK MANAGEMENT SPECIALIST	37,000.00	0.00	37,000.00	0.05	1,850.00	0.00	38,850.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			268,239.00	0.00	268,239.00		13,411.95	722.40	282,373.35	243,524.00	2,301.43	0.00	0.00	4,000.00	0.00	249,825.43

Approval to delete one (1) regular full-time secretary position, slot #0012, budgeted salary $27,552.00. Pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1100-421-00-115-027-0-
TX DPS

AI-15811

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	ADMINISTRATIVE TECHNICIAN II	30,440.00	0.00	30,440.00	0.05	1,522.00	0.00	31,962.00	31,962.00	660.00	0.00	0.00	0.00	0.00	32,622.00
0002	113	ADMINISTRATIVE TECHNICIAN II	30,440.00	0.00	30,440.00	0.05	1,522.00	0.00	31,962.00	25,902.00	0.00	0.00	0.00	0.00	0.00	25,902.00
0003	113	ADMINISTRATIVE TECHNICIAN II	29,248.00	0.00	29,248.00	0.05	1,462.00	538.00	31,248.00	31,248.00	660.00	0.00	0.00	0.00	0.00	31,908.00
0004	113	ADMINISTRATIVE TECHNICIAN I	28,305.00	0.00	28,305.00	0.05	1,415.00	585.00	30,305.00	25,700.00	0.00	0.00	0.00	0.00	0.00	25,700.00
0005	113	ADMINISTRATIVE TECHNICIAN I	26,240.00	0.00	26,240.00	0.05	1,312.00	688.00	28,240.00	27,231.00	0.00	0.00	0.00	0.00	0.00	27,231.00
0006	113	ADMINISTRATIVE TECHNICIAN II	24,132.00	0.00	24,132.00	0.05	1,207.00	793.00	26,132.00	26,132.00	0.00	0.00	0.00	0.00	0.00	26,132.00
0007	**113**	**CLERK III**	**0.00**	**27,552.00**	**27,552.00**	**0**	**0.00**	**0.00**	**27,552.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**27,552.00**
			168,805.00	27,552.00	196,357.00		8,440.00	2,604.00	207,401.00	168,175.00	1,320.00	0.00	0.00	0.00	0.00	197,047.00

Approval to create one (1) regular full-time Clerk III position, slot #0007, budgeted salary $27,552.00 and transfer employee no. 125237 from Workers Compensation to TX DPS Dept., effective 06/08/09. Employee Change of Status form will follow pending CC approval.

HIDALGO COUNTY
HIDALGO COUNTY BUDGET OFFICE

Job Title: **Workers' Compensation Division Secretary** **FLSA Status:** **Non-Exempt**

Dept No: 115-065 **Civil Service Status:** **Non-Exempt**

SUMMARY:
This is a basic secretarial/clerical position involved with the daily operation of the Workers' Compensation Division. It is under general supervision. This position does not have any supervision responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITES:
- Acts as receptionist; answers telephone and provides general information;
- Performs all functional responsibilities designated by Workers' Compensation Coordinator or designee;
- Maintain confidentiality of information discussed and/or documented within the Workers' Compensation Division.
- Assists the Coordinator and staff with filing, faxing, and making copies;
- Coordinates and schedules appointments for the Workers' Compensation Coordinator
- 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;
- Must have good computer skills;
- Must have good communication skills;
- Modern office procedures, methods and computer equipment
- Specialized clerical skills required
- Bilingual is preferred;

CERTIFICATES, LICENSES, REGISTRATIONS
- Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;
- 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;

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
(TEXAS DEPARTMENT OF PUBLIC SAFETY)

JOB TITLE: Clerk III **FLSA STATUS: Non-Exempt**

DEPT NO: 115 (TX. DPS) **CIVIL SERVICE STATUS: Non-Exempt**

GENERAL DESCRIPTION:

Performs complex (journey level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, personnel, purchasing, and other clerical related functions. Work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock and inventory, and maintaining files. Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED:

1. Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, and other related forms.
2. Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets.
3. Posts information to agency records and modifies forms or records.
4. Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables.
5. Maintains files, materials, and supplies.
6. Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages.
7. Performs data entry, retrieval, and data searches.
8. Receives, stores and issues stock items.
9. May maintain office schedules and appointments.
10. May perform back-up receptionist or telephone switchboard duties.
11. May make arrangements for repairs and services.
12. May deliver or pick up documents, supplies, equipment, or materials.
13. Performs related work as assigned and may function under TXDPS assigned job description.

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 EXPERIENCE:

1. High School Diploma or GED.
2. Must have good computer skills.
3. Must have good communication skills.
4. Knowledge of modern office procedures, methods and computer equipment.
5. Specialized clerical skills will be an asset.
6. Bilingual is preferred but not required.

CERTIFICATES, LICENSES, AND REGISTRATIONS:

1. Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;
2. Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES:

1. 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:

1. sitting for extended periods of time;
2. operating assigned equipment;

Maintain mental capacity which permits:

1. making sound decisions and using good judgment;
2. handling financial affairs effectively and honestly;

3. maintaining confidentiality;
4. demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:
1. working closely with others;
2. working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:
1. making observations;
2. reading and writing;
3. operating assigned equipment;
4. communicating with others;

ACCIDENT PREVENTION PROGRAM:

Employee is required to follow all County, department, or outside agency safety programs.

AI-15566 **23.A.4.**

Lease and/or Lease Purchase of Office Space for Hidalgo County

CC REGULAR

Date:	06/08/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Recommending award of bid and approval of lease and/or lease purchase of office space lease contract (reviewed by legal counsel as to form) to lowest bidder meeting all specifications/requirements as hereto for Hidalgo County-"Lease and/or Lease of Purchase of Office Space for Hidalgo County" BID NO: 2009-064-05-13-MEG

BACKGROUND

Fiscal Impact to be determined by Budget and Management

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-441

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

BUDGETARY IMPACT:

Available balance as of 06-04-09 $103,712.00

Attachments

Link: BID PACKET

Link: SCANNED AGENDA

Link: draft contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2009 04:53 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 08:11 AM	APRV
3	Veronica Lopez	Veronica Lopez	06/04/2009 02:18 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Elena Gomez Started On: 05/19/2009 11:25 AM

Final Approval Date: 06/05/2009

PURCHASING DEPARTMENT
County Of Hidalgo

April 27, 2009

Re: **HIDALGO COUNTY-**
Request for Bids -**"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY "**
Bid No: 2009-064-05-13-MEG

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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg
Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY
"LEASE and/or LEASE OFFICE SPACE for HIDALGO COUNTY"
Bid No: 2009-064-05-13-MEG

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)
3. **Exhibit "A" Specifications consisting of__8__ pages.**
4. **Exhibit "B" Bid Page consisting of__2__ pages.**
   (Must be submitted with bid)
5. **Exhibit "C" Insurance Requirements consisting of __5__ pages.**
   (Must be submitted with bid)
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
   (Must be submitted with bid)
7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
   (Must be submitted with bid)
8. **Certification Regarding Debarment, consisting of __1__ pages.**
   (Must be submitted with bid)
9. **Draft Lease consisting of __17__ pages.**
9. **Earnest Money Contract consisting of __11__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

APR 27 2009

Martha L. Salazar, CPPB
Purchasing Agent

Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-064-05-13-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"

BID OPENING DATE:
WEDNESDAY MAY 13, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY– "LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No.-2009-064-05-13-MEG LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, MAY 13, 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 "RFB No.-2009-064-05-13-MEG HIDALGO COUNTY-"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY."** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

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 to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary

references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **RFB No.-2009-064-05-13-MEG "LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"** Descriptive

information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Purchasing Department
2812 S. Bus. Hwy 281
Edinburg, Texas 78539
956-318-2626

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**MAY 13 , 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. **ETHICAL STANDARDS:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or

employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

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

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to

this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"
RFB No: 2009-064-05-13-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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: _____

(Must be submitted with bid)

EXHIBIT "A"

"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"

BID NO.: 2009-064-05-13-MEG

EXHIBIT "A"

"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"

BID NO.: 2009-064-05-13-MEG

S P E C I F I C A T I O N S

SCOPE OF SERVICES: Lease Space of an Office Building in good working habitable condition and must be located within **a three (3) mile(s) radius** of the Hidalgo County Courthouse. Said office spaces shall have the designated rooms or areas for conducting of the following functions:

- Waiting area, reception area, file room, computer area, a lounge area and storage room, etc. as indicated on the attachment.

Instructions to bidders:
These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders").

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- All information included will be open to the public, other bidders, media as per The Texas Open Records Act and shall not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

SPECIFICATIONS:

1. The proposed office building shall consist of a minimum of 21,000 square feet and a maximum of 27,000 square feet of available office space to house Hidalgo County Elected Officials, and Departments currently located at Old Administration Building (100 E. Cano);

2. Bidder shall charge by the square foot. The bid should reflect the actual square feet of the building being proposed.

3. Hidalgo County reserves the right to inspect and/or view the premises being proposed for occupancy.

4. Hidalgo Count has the option to purchase the office building which is the subject of these specifications. All lease payments shall be applied to the purchase price of the office building should the County exercise its option to buy the property.

5. The proposed office building shall meet all ADA requirements for all entrances, restrooms and/or parking areas provided by bidder. Parking spaces for both regular and handicapped needs shall conform to local municipal ordinances and state law.

6. The proposed bid premises shall have accessible handicapped restroom facilities for both men & women. Separate restrooms for employees shall also be provided.

7. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster.

8. Office Building shall have water, sewer, garbage pickup electricity and natural gas. Bidder shall be responsible for electrical maintenance.

9. Office Building shall be in good working condition and be handicap accessible to provide services to the residents of Hidalgo County. The Office Building shall have adequate air conditioning & heating available. Maintenance of air conditioning and heating shall be the responsibility of the Bidder.

10. An existing office building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, one hundred twenty (120) days from the date of the bid award or the award will expire.

11. If any renovations to the office building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the Bidder. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme acceptable to the Commissioner's Court designee (s) Point. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, will be expire.

12. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid package and is subject to change depending on the type of award made by Commissioner's Court (i.e. Lease Agreement or Lease Purchase Agreement;)

13. Said building shall accommodate approximately 8 to 10 departments (see attachment for list of departments to be housed at location) in size or the equivalent.

14. Bid premises shall have public restrooms, one (1) for men, one (1) for women and handicapped accessible. Separate restroom facilities for employees.

15. Building should be equipped with fire extinguishers for each department or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

16. The building should be well insulated with ERA rating.

17. Prior to occupancy or commencement of the lease agreement and every year afterward for the duration of the contract, the Bidder must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants. Must be present at all times. Established temperature and relative humidity comfort zones are defined as:

- Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.

- Hidalgo County reserves the right to review the Indoor Quality Test results.

18. Public Buildings must be free of environmental hazards such as lead, asbestos, etc. Please provide information that the building proposed is free for environmental hazardous materials, any toxic substance as defined under Federal, State law and local regulations.

19. During the term of the lease, all air conditioning systems must comply with the American Society of Heating, Refrigeration and Air-Conditioning Engineers Specifications (ASHRAE). Proof of compliance with specifications must be provided at the time of the bid. Maintenance of air conditioning, heating will be the responsibility of the Bidder's expense.

20. Prior to occupancy, and during the term of the lease approved upon written request of The County, Bidder must provide documentation from an approved laboratory source that biological contaminant levels (i.e., mold, mold spores, fungi, yeast, etc.) within the building do not exceed more than 10% of contiguous outside air levels.

21. HVAC Systems must be cleaned and inspected prior to occupancy by County and on an annual basis at the Bidder's expense.

22. Hidalgo County requires a third party inspection, at Bidder's expense, with accompanying report of a property condition report/assessment of building (i.e. roof, plumbing, HVAC, electrical, etc.) no older than ninety (90) days from the date of bid submittal;

23. Hidalgo County requires the Bidder to maintain a weather tight roof system throughout the term of the lease.

24. Security lighting must be provided on the outside of the proposed building and approved by Hidalgo County.

25. The bidder who will be awarded the contract/lease will ensure that the facilities (toilets, water faucets, and air conditioning, heating, etc.) within the building are working properly before and during the rental/lease of the building and will provide all upkeep and maintenance under the lease.

26. Building shall be in good working condition and be handicap accessible to provide services to all clients. The building shall also be safe from rodents and insects prior to occupancy by the Hidalgo County.

27. All repairs will be done on a timely manner as prioritized by Hidalgo County.

28. Bidder must provide the legal description of the property along with your bid and include a proposed "FLOOR PLAN LAYOUT" of you facility.

29. Hidalgo County shall require must have permission to install phone lines, audio, video and/or date cabling in the facility if necessary.

30. Prior to occupancy, Bidder must provide documented proof that the building is asbestos free.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to Lease and/or Lease Purchase services being performed by Bidder hereunder.

2. Bidder must maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, bidder shall maintain liability insurance on the premises as described and listed in Insurance Requirements SEE EXHIBIT "C" attached.

3. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Bidder, which sum shall be used by Bidder's for repair and restoration purpose.

4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease and/or Lease Purchase, and any insurer hereunder shall be required to give at lease thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder

TERMS & CONDITIONS:

1. The initial term of the contract/Lease and/or Lease Purchase shall be for a period of two (2) Years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid.

3. The contract shall remain in effect until contract expires, or terminated by County with a sixty (60) day written notice prior to any cancellation.

4 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

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

6. All cost and expenses associated with the preparation and submission of bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

7. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

8. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN, Wednesday May 6, 2009 by 5:00 P.M. Responses to said inquiries will be sent to applicants via facsimile by no later than Friday May 8, 2009 by 5:00 P.M.

Reminder:

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID*

EXHIBIT "A-1"

HIDALGO COUNTY

"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"

BID NO.: 2009-064-05-13-MEG

Department	Approx. Square ft Required	Required Space
Commissioners Court	**2300**	1. Panel • 1 Judge • 4 Commissioners • Attorney • Auditors 2. Podium 3. Cameraman 4. Security Executive conference room to accommodate approximately 15 additional people
Human Resources	**4000**	• Waiting Area adequate seating for the general public. • Drug testing area a. Waiting area for employees • Reception area • New filing system • Break room • Bathrooms
Public Defenders • Chief Public Defender • 1st Asst. Public Defender • 5 Public Defenders • Investigator • Intake Officer • Admin. Asst.	**4000**	• Reception Area • Front Office • Conference Room/Meeting Room • Break Room • 2- Bathrooms • File/Storage Room • Individual Offices
County Judges Office	**5500**	• 2 Bathrooms • 1 Ex. Asst • 3 Adm. Aide I • 3 Adm. Asst. • 1 Adm. Asst. II • 1 Asst. Chief Adm. • 1 Chief Adm. • 1 Economic Development Planner II • 1 Economic Development Coord
Emergency Management Service	**3800**	• Reception Area • Front Office • Conference Room/Meeting Room • Break Room • Bathrooms • File/Storage Room • Individual Offices
Probate Court Staff Only	**2300**	• Court Auditor • Court Investigator
Auxiliary Court A & B Staff *Auxiliary A* *Auxiliary B*	**3600**	• 2 Judges Chambers • 2 Restrooms • 2 Court Reporter • 2 Bailiff • Liaison • Court Room • Jury Room • Jury Box • Public Gallery
CPS Master (2people)	**900**	• 1 Judges Chambers • 1 Coordinator
Total Square Feet	**26,400 sq. ft**	

EXHIBIT "A"
Metes and Bounds Description of the Property

[To be provided]

EXHIBIT "B"
BID PAGE

REQUEST FOR BID
HIDALGO COUNTY

"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"
BID NO.: 2009-064-05-13-MEG

EXHIBIT "B"

"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"
BID NO.: 2009-064-05-13-MEG

BID FORM

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

Proposed Location (physical address) _____
Legal Description: _____
Total Square feet of Proposed Building _____

VENDOR	SQUARE FOOT	COST
PRICE per square foot		$ _____
Total Monthly Bid Price		$ _____

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE No: _____ FAX No. _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

REQUEST FOR BID
HIDALGO COUNTY

"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"
BID NO.: 2009-064-05-13-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR OWNER'S & CONT. PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

REQUEST FOR BIDS
VENDORS APPLICATION
& W-9 FORM

"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"
BID NO.: 2009-064-05-13-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

❒ Less than 125,000 annual gross receipt
❒ Less than 250,000 annual gross receipt
❒ Less than 499,000 annual gross receipt
❒ More than 500,000 annual gross receipt

❒ Black American
❒ Hispanic American
❒ Asian Pacific American

❒ Native American
❒ Women
❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

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

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

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

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

HIDALGO COUNTY
"LEASE and/or LEASE OFFICE SPACE
For HIDALGO COUNTY"

RFB 2009-064-05-13-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Draft Lease

"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"

BID NO.: 2009-064-05-13-MEG

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-09-064-00-00

THIS LEASE is made and entered into by and between _____ , referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

Lessor agrees that Lessor's Storage Space shall be used only for storage purposes by Lessor. Lessor further agrees that only authorized personnel who maintain the Leased Premises on Lessor's behalf shall be allowed access to the Lessor's Storage Space and such space shall only be accessed through the front door entrance of the Leased Premises and only when court is not in session.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for two (2) year commencing on _____ (as hereinafter defined) and ending on _____ (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten (10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated

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remodeling obligation is complete. The "Termination Date" is the date twelve (12) months following the Commencement Date, unless the Commencement date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days remaining in the month which includes the Commencement Date, and the Termination Date shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year terms, under the same rates, terms and conditions. Lessee reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises

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after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _____Dollars and no/100ths ($) per month (see "Exhibit B"). Lessee has the option to purchase the office building which is the subject of these specifications. All lease payments shall be applied to the purchase price of the office building should the Lessee

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exercise its option to buy the property (see "Exhibit D". In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at _____ or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

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ARTICLE 4. REPAIRS AND MAINTENANCE

4.2 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems (HVAC) and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a

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system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease. (b) For purposes of this Section 4.4, if Lessor make repairs at least

fifteen (15) days following the date of Lessee□s notice to Lessor, it will be presumed

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to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

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ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

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General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 Lessee. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall

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give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor□s sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of

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condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

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ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee□s notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be

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cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited

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in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Lessee:
County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

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Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and

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Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____2009.

By:_____

HIDALGO COUNTY

_____
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:_____
Stephen L. Crain

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Draft Earnest Money Contract

"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"

BID NO.: 2009-064-05-13-MEG

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EARNEST MONEY CONTRACT

(Unimproved Property)

Seller: HIDALGO COUNTY, TEXAS
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Purchaser: _____
_____
_____

Title Company: _____
_____
_____

Escrow Agent: _____
_____
_____

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is the surface estate only of that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A" attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of _____ and ____/100ths Dollars ($_____.__) payable in cash or other immediately available funds, at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent, the sum of $___,000.00 as earnest money (hereinafter the "Earnest Money") to bind this sale. The Earnest Money shall be deposited by the Escrow Agent until the date of Closing, at which time it shall be applied as hereinafter provided and any excess returned to Purchaser, provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

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ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser that Seller has full requisite power and authority to perform all of its obligations under this Contract.

3.2 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

3.3 (a) Purchaser hereby represents and acknowledges that:

(1) Purchaser is purchasing the Property, and the Property shall be conveyed and transferred to Purchaser, "AS IS, WHERE IS, AND WITH ALL FAULTS" and, except as specifically set forth herein, without any warranties, representations, or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller. Purchaser acknowledges that it has not relied, and is not relying, on any information, document, sales brochures, or other literature, maps or sketches, projections, pro formas, statements, representations, guarantees, or warranties (whether expressed or implied, or oral or written, or material or immaterial) that may have been given by, or made by, or on behalf of, Seller;

(2) Purchaser is not entitled to, and should not rely on, the Seller or its agents as to (A) the quality, nature, adequacy, or physical condition of the Property, including without limitation, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (B) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property; (C) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property; (D) the development potential of the Property, its habitability, merchantability or fitness, suitability, or adequacy of the Property for any particular purpose; (E) the zoning or other legal status of the Property; (F) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental or quasi-governmental entity, or of any other person or entity; (G) the quality of any labor or materials relating in any way to the Property; or (H) the condition of title to the Property (except for the warranty of title set forth in the deed), or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservations, covenant, condition, restriction, or any other matter affecting title to the Property;

(3) Purchaser has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual, and other inquiries, investigations and tests as it deems necessary, desirable, or appropriate with respect to the Property. Those inquiries and investigations of Purchaser may include, but are not limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the

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Property, the condition of the Property, the existence of any hazardous materials or other environmental matters affecting the Property, the existence of any wood-destroying organisms on the Property, the state of facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulations of the city, county, and state where the Property is located, and the value and marketability of the Property; and

(4) Without in any way limiting the generality of the preceding subsections (1) through (3), Purchaser specifically acknowledges and agrees that it hereby waives, releases, and discharges any claim that it has, might have had, or may have against the Seller with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon (except as provided herein as to Seller's obligations for proration of current year taxes and payment of ad valorem taxes for prior years), the compliance with any environmental protection, pollution or land use laws, rules, regulations, or requirements, and any other state of facts that exist with respect to the Property.

(b) A provision similar to the following shall be included in the deed required under this Agreement:

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) SELLER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

(c) The provisions of this Paragraph 3.3 shall survive the Closing.

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ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Purchaser's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner's Policy of Title Insurance to Purchaser guaranteeing title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser, at Purchaser's expense, true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

4.3 If requested by Purchaser, within fifteen (15) days from the date of this Contract, Seller at Purchaser's sole cost and expense, shall cause to be delivered to Purchaser a current plat of survey (the "Survey") prepared by a Registered Public Surveyor licensed by the State of Texas selected by Seller. The Survey shall be staked on the ground and shall set forth the number of total net acres comprising the Property, together with a metes and bounds description thereof. The term net acres mean the number of acres contained in the Property, exclusive of any land lying within any easements, streets or roads, or the right of way lines of public roads and shall be calculated to the nearest one hundredth of an acre. The metes and bounds description of the Property contained in the Survey will be used on all closing documents and title policies in lieu of the description contained in Exhibit A attached hereto.

4.4 Purchaser shall have a period o ten (10) days following the date of receipt by Purchaser of the Survey and the Title Binder to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall attempt to cure such objections, but shall not be obligated to incur any cost or institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within five (5) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances (as hereinafter defined).

4.5 All items or title exceptions not objected to or objected to and later waived shall be referred to as "Permitted Encumbrances."

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ARTICLE V

CLOSING

5.1 Closing shall be held on or before 30 days following the Effective Date of this Contract, at the office of the Escrow Agent, at the time as may be agreed upon by the parties.

5.2 At the Closing Seller shall deliver to Purchaser the following:

A. A Special Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Article 4.5, above;

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the Purchase Price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances.

C. Tax Report from the tax service operated by or associated with Title Company showing no taxes due.

D. Possession of the Property.

5.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price, plus or minus any adjustments and/or prorations otherwise herein provided.

ARTICLE VI

ADJUSTMENTS AND EXPENSES

6.1 Real estate taxes for the year of Closing are to be adjusted and prorated, if applicable, as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation.

6.2 Purchaser shall pay costs associated with the sale of the Property, including but not limited to, recording instruments presented by Seller and all financing instruments, the Survey, its own attorneys' fees, the Owner and any Mortgagee Policy of Title Insurance, the appraisal obtained by Seller prior to the sale, newspaper notices advertising the Property for sale, tax service and all other expenses of Closing not specifically attributed to Seller hereunder. Seller's own attorneys' fees shall be paid by Seller.

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ARTICLE VII

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Contract, Seller may terminate this Contract and receive the Earnest Money as liquidated damages, or may enforce specific performance or any other remedy available to it at law or in equity. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract.

ARTICLE VIII

[Intentionally Omitted]

ARTICLE IX

LIENS AND TAXES

The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing.

ARTICLE X

ASSIGNMENT

This Contract may not be assigned by Purchaser without the prior written consent of Seller. Any assignment in violation of this Article X shall be null and void, *ab initio*.

ARTICLE XI

SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XII

REAL ESTATE COMMISSIONS

Seller and Buyer represent each to the other than no brokers were or are involved with the transaction which is the subject of this Contract and that no claims for brokerage fees or other similar form of compensation are due or payable to any real estate broker or other person or entity because of the sale of the Property.

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ARTICLE XIII

MISCELLANEOUS

13.1 Time shall be of the essence of this Contract.

13.2 This Contract and all of the terms, provisions and covenants contained herein shall, to the extent permitted herein, apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

13.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

13.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

13.5 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

13.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

13.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

13.8 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

13.9 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

13.10 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

13.11 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of

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any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article VIII. At Closing, the Earnest Money shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

13.12 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax Law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

ARTICLE XIV

CONDEMNATION

14.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

14.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

The date of this Contract is the _____ day of _____, 200___.

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SELLER:

COUNTY OF HIDALGO

By:_____
J.D. Salinas, County Judge

PURCHASER:

_____
Printed Name:_____

Receipt of a fully executed Contract and $_____.00 Earnest Money in the form of a _____ are hereby acknowledged this ____ day of _____, 200____ at _____, _____.M.

ESCROW AGENT:

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
P. O. Box 3725
McAllen, Texas 78502

BUYER'S ATTORNEY:

_____
_____
_____

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EXHIBIT "A"
Metes and Bounds Description of the Property

[To be provided]

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HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: MAY 13, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "LEASE and/or LEASE PURCHASE OFFICE SPACE For HIDALGO COUNTY"

BID NO: 2009-064-05-13-MEG	**BUYER: ELENA GOMEZ**

	NAME OF COMPANY	SQ FT	PER SQ. FT. PRICE	PRICE PER MONTH	PURCHASE PRICE
#1	Arroyo Grande, LP aka DAVIS EQUITY REALTY **Proposed Location:** 1701 S. Closner Edinburg, Texas **Legal Description:** Lot 2, Albertson Subdivision	62,000 vacant space 24,236	NO PRICE	NO PRICE	$6,875,000.00
#2	Edinburg Real Estate Network **Proposed Location:** 1615 S. Closner Ste B-J **Legal Description:** Albertson Edinburg Lot 1	25928	1.00 + NNN	$ 25,928	N/A
#3					
#4					
#5					
#6					
#7					

COPY

Bid
for
"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"
RFB No: 2009-064-05-13-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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: EDINBURG REAL ESTATE NETWORK, INC.
Address: 1615 S. CLOSNER, STE A, EDINBURG, TX 78539
By: Oscar Cortes MD
Printed Name: OSCAR CORTES, MD
Title: PRESIDENT

(Must be submitted with bid)

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land containing 2.673 acres situated in the City of Edinburg, Hidalgo County, Texas, out of LOT 11, SECTION 271, TEXAS-MEXICAN RAILWAY COMPANY SURVEY (Deed Reference: Volume 24 Page 168, Hidalgo County Deed Records), said 2.673 acres being a part or portion of a (5.51 ac.) Tract conveyed to EDINBURG REAL ESTATE NETWORK, INC. (Warranty Deed recorded under Document #494501, Hidalgo County Official Records), said 2.673 acres also being more particularly described as follows:

BEGINNING at a pipe found on the west right -of-way line of U.S. Business Highway 281 (Closner Boulevard) for the easternmost Northeast corner of this tract, said pipe bears S 9° 05' 00" W a distance of 275.40 feet and N 80° 53' 00" W a distance of 50.00 feet from the Northeast corner of said Lot 11, Section 271;

THENCE, S 9° 05' 00" W along the West right -of -way line of said U.S. Business Highway 281 (Closner Boulevard) and the East property line of said Edinburg Real Estate Network Inc. tract, a distance of 37.10 feet to an iron rod set for the Southeast corner of this tract;

THENCE, N 80° 53' 00" W a distance of 501.33 feet to an iron rod set for the Southwest corner of this tract;

THENCE, N 9° 05' 00" E along the West property line of said Edinburg Real Estate Network, Inc. tract, a distance of 267.50 feet pass an iron road set on the South line of an Utility Easement (granted to the City of Edinburg in Vol. 1554 Pg.465, Hidalgo County Deed Records), at a distance of 274.50 feet pass a pipe found for the South right-of -way line of Freddy Gonzalez Drive (as dedicated in Vol. 1528 Pg. 648, Hidalgo county Deed Records), and continuing a total distance of 312.50 feet to the north line of said Lot 11, for the Northwest corner of this tract;

THENCE, S 80° 53' 00" E along the north line of said Lot 11, a distance of 191 30 feet to an outside corner of this tract;

THENCE, S 11° 37' 43" W a distance of 20.02 feet to an inside corner of this tract;

THENCE, S 80° 53' 00" E a distance of 177.67 feet to an outside corner of this tract;

THENCE, S 9° 05' 00" W at a distance of 18.00 feet pass a pipe found for said South right-of-way line of Freddy Gonzalez Drive (Vol. 1528 Pg. 648, Hidalgo County Deed Records), at 25.00 feet pass the south line of said Utility Easement (Vol. 1554 Pg. 465, Hidalgo County Deed Records), and continuing, along the west property line of tract conveyed to S.S. Partners (WD Doc. #450889, Hidalgo County Official Records), for a total distance of 255.40 feet, to a pipe found for an inside corner of this tract;

THENCE, S 80° 53' 00" E along the south property line of said S.S. Partners tract, a distance of 133.25 feet to the POINT OF BEGINNING, and containing 2.673 acres, of which 0.240 of one acre lies in the right-of-way of said Freddy Gonzalez Drive (as dedicated in Vol 1528 Pg. 648, Hidalgo County Deed Records), leaving a net of 2.433 acres of land, more of less.

R605992

Current Owner	Legal Description	Exemptions	Appraised
EDINBURG REAL ESTATE NETWORK INC (O565274) 1615 S CLOSNER BLVD STE D EDINBURG,TX 78539-6362	ALBERTSONS EDINBURG LOT 1		2,078,270
		Entities	**Homestead Cap**
		CEB, DR1, GHD, JCC, R15, SEB, SST	0

Situs Address

Sales

Date	Volume	Page	Seller Name
12/20/1999	831936		UNKNOWN OWNER

History Information

	2008	2007	2006	2005
Imp HS	-	-	-	-
Imp NHS	$1,192,559	$1,259,045	$1,244,399	$1,310,884
Land HS	-	-	-	-
Land NHS	$423,928	$423,928	$423,928	$423,928
Ag Mkt	-	-	-	-
Ag Use	-	-	-	-
Tim Mkt	-	-	-	-
Tim Use	-	-	-	-
HS Cap	-	-	-	-
Assessed	$1,616,487	$1,682,973	$1,668,327	$1,734,812

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
COM	SLB	TIL	SRK	FLT-BLT	CPT
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
AND	8		1973		

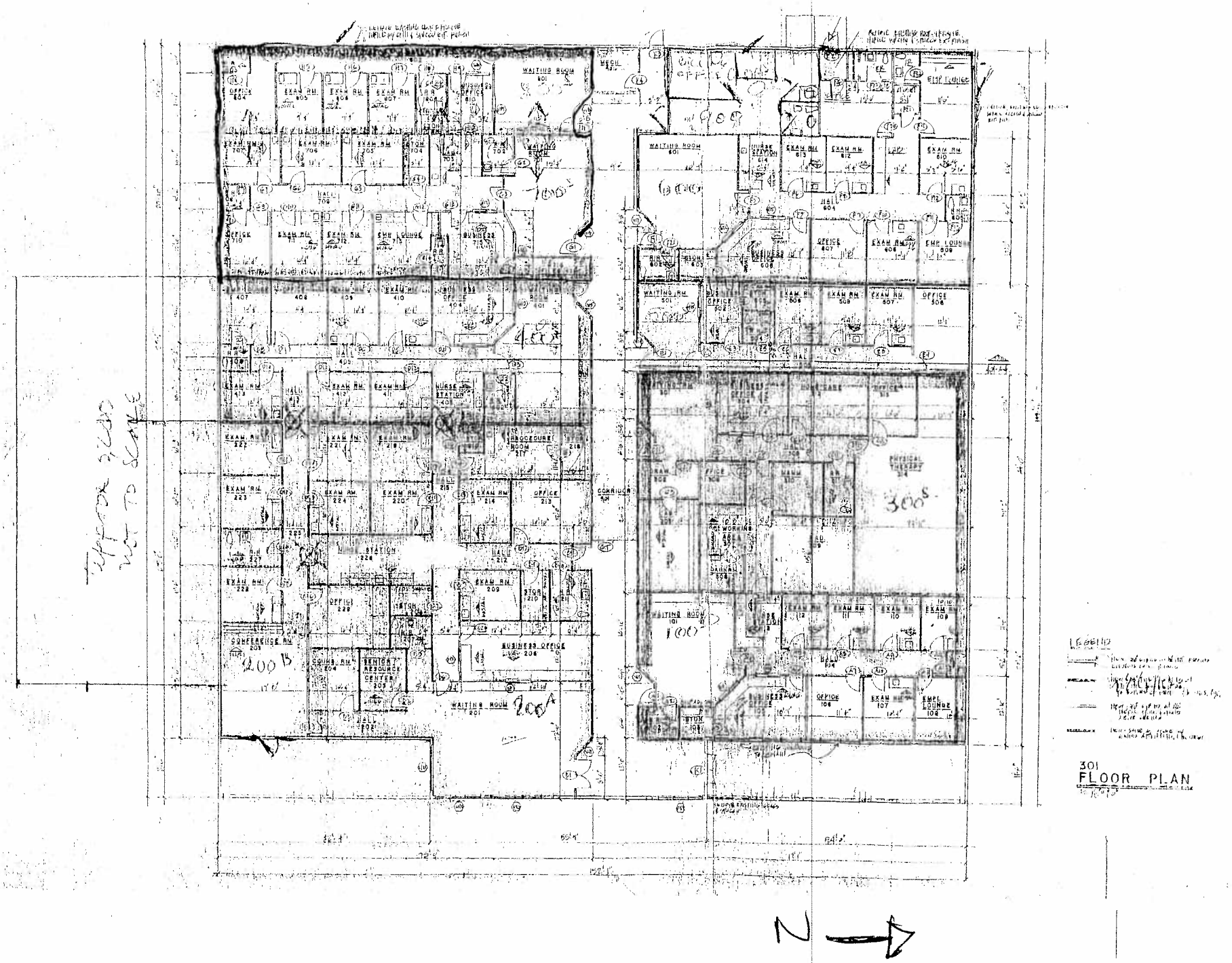
Improvements

Type	Description	Area	Year Built	Eff Year	Value
C	Commercial				$1,283,405
CLC	Clinic	21484	1973	1984	$980,605
ENC	Enclosed Add	516	1973	1984	$23,552
ENC	Enclosed Add	648	1973	1984	$29,577
OFF	Office	3280	1973	1984	$149,711
ASP	Asphalt	57235	1973	1984	$39,406
CON	Concrete	4561	1973	1984	$6,280

Land Segments

SPTB	Description	Area	Market	Ag Value
F1	Lot	105982F	794,865	0

Improvement Sketch


WAITING ROOM 901
WAITING ROOM 601
WAITING RM. 501
WAITING ROOM 101
WAITING ROOM 201
EXAM RM. 905
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NURSE STATION 614
NURSE STATION 414
NURSE STATION 214
PROCEDURE ROOM 217
PROCEDURE RM. 203
CONSULT. RM. 604
CONSULT. RM. 207
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OFFICE 604
OFFICE 710
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EMP. LOUNGE 609
EMP. LOUNGE 108
EMPL. LOUNGE 108
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HALL 709
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HALL 702
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BUSINESS OFFICE 206
BUSINESS OFFICE 102
BUSINESS OFFICE 715
SENIOR RESOURCE CENTER 205
STOR. 210
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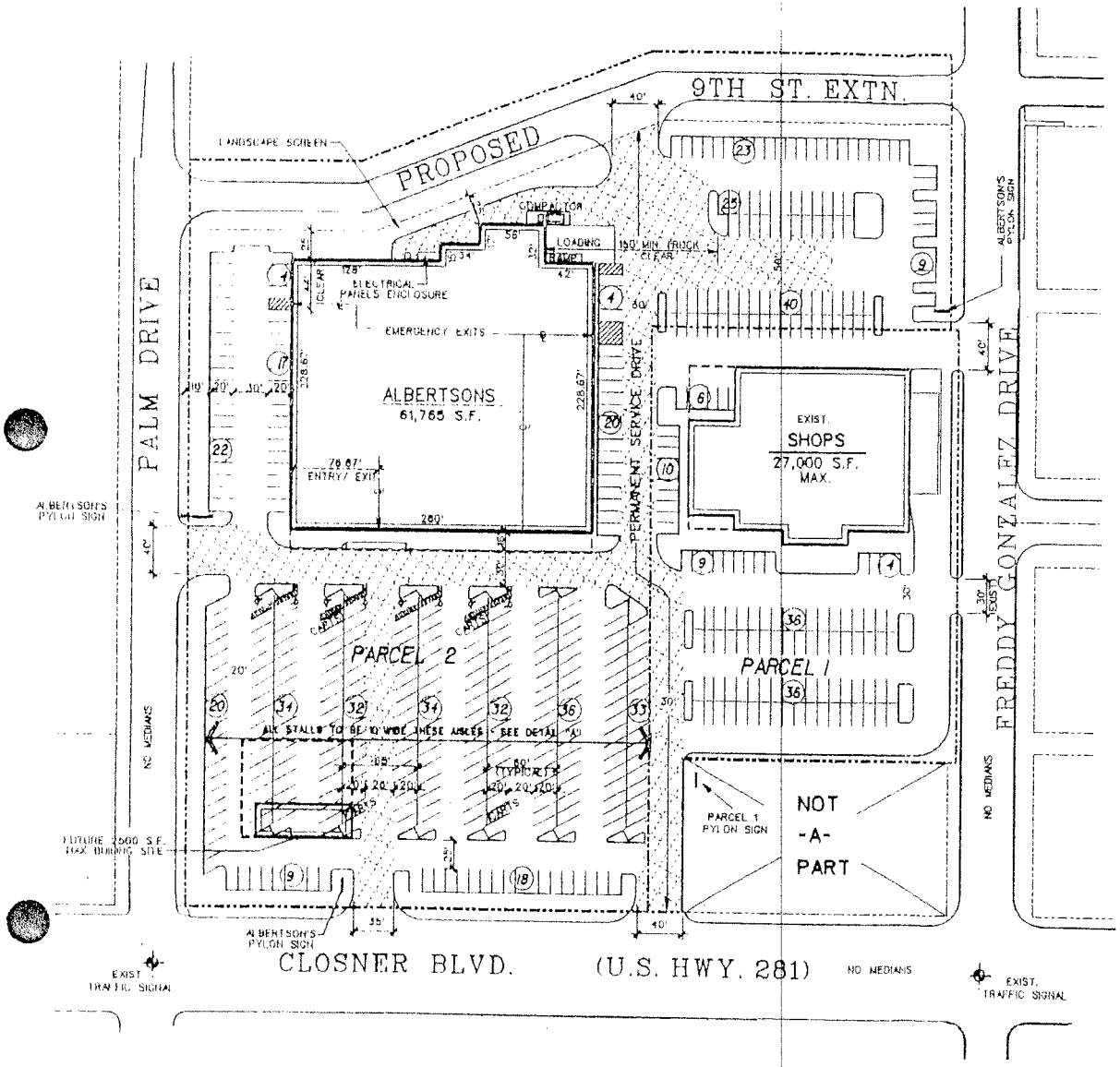

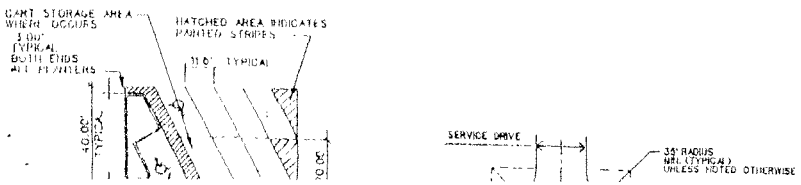

GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY
NO TRUCK WELLS, NATURAL DOCK ONLY
PARKING REQUIREMENTS:
USED 1/200 S.F. OF G.B.A.

BUILDING SETBACK REQUIREMENTS:
REQUIRES CITY REVIEW

LANDSCAPE REQUIREMENTS:
REQUIRES CITY REVIEW

ZONING REQUIREMENTS:
EXISTING- UNKNOWN
REQUIRED-COMMERCIAL

LEGEND

PROPERTY/PARCEL LINE
EXPANSION LIMIT LINE
BUILDING AREA
HEAVY DUTY PAVING
BUILDING ENVELOPE

EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	88,785 S.F.
TOTAL CARPARKS REQUIRED	444
TOTAL CARPARKS PROVIDED	513 (+69)

Albertsons
DESIGN & CONSTRUCTION
250 PARK CENTER BLVD.
BOISE, IDAHO 83726
(208)395-6200

PROJECT
S.W.C.
CLOSNER
BLVD.
&
FREDDY
GONZALEZ
EDINBURG,
TEXAS

STORE NO.
4081

EXHIBIT "B"
BID PAGE

REQUEST FOR BID
HIDALGO COUNTY

"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"
BID NO.: 2009-064-05-13-MEG

EXHIBIT "B"

"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"
BID NO.: 2009-064-05-13-MEG

BID FORM

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

Proposed Location (physical address)	1615 S CLOSNER STE's B-J
Legal Description:	ALBERTSONS EDINBURG LOT 1
Total Square feet of Proposed Building	25928

VENDOR	SQUARE FOOT	COST
PRICE per square foot	$1.00 + NNN	$ 25,928. =
Total Monthly Bid Price		$ 25,928. =

BIDDER/COMPANY NAME: EDINBURG REAL ESTATE NETWORK, INC.

ADDRESS: 1615 S. CLOSNER, STE A

CITY: EDINBURG STATE: TX ZIP CODE: 7853

PHONE No: (956) 381-9854 CELL: (956) 451-0348 FAX No. (956) 381-9858

AUTHORIZED SIGNATURE:

PRINTED NAME: OSCAR CORTES, MD

TITLE: PRESIDENT.

EMAIL: drocortes@yahoo.com.

OPENED 9:47

Witnessed

Insurance Requirement Acknowledgment

I, OSCAR CORTES MD, authorized representative for EDINBURG REAL ESTATE NETWORK, INC.
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ 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.

Oscar Cortes MD
Authorized Representative

5-12-09
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

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PPS 43240754		16394504		M014656377-001-00001	NONE

BRANCH ST BRANCH TBD - NC

RENEWAL EFF 05/01/2009

ZURICH

MARYLAND CASUALTY COMPANY
PRECISION PORTFOLIO POLICY - COMMON DECLARATIONS
PRECISION PREMIER
OFFICE PROGRAM

This policy consists of the declarations as well as the coverage forms and endorsements listed on the Forms and Endorsements Applicable List.

NAMED INSURED AND MAILING ADDRESS

EDINBURG REAL ESTATE NETWORK
1615 S CLOSNER STE. D
EDINBURG TX 78539-6362

AGENCY NAME AND SERVICING ADDRESS

LUJAN INSURANCE AGENCY
PO BOX 704
PHARR TX 78577-1613
(956) 783-1165

BRANCH NAME AND SERVICING ADDRESS

BRANCH TBD - NC
P.O. BOX 10197
JACKSONVILLE, FL 32247-0197
(800) 800-3907

POLICY PERIOD

FROM	TO
05/01/2009	05/01/2010
12:01 a.m.	12:01 A.M.

BUSINESS ENTITY: LTD LIABILITY

POLICY PREMIUMS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts. This premium may be subject to adjustment.

	PREMIUM
COMMERCIAL PROPERTY COVERAGE PART	$ 6,335.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	$ 2,803.00
PREMIUM SIZE CREDIT	$ 280.00-
TERRORISM PREMIUM	$ 183.00
TOTAL ANNUAL PREMIUM	$ 9,041.00

Countersigned by _____ _____
Authorized Representative Date

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 1984.
Copyright, Maryland Casualty Company, 1992.

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PPS 43240754		16394504		M0146563377-001-00001	NONE

16492

BRANCH ZR ZURICH GROUP-SA

RENEWAL EFF 05/01/2005

ZURICH

PRECISION PORTFOLIO POLICY
COMMERCIAL GENERAL LIABILITY DECLARATIONS
PRECISION PREMIER
OFFICE PROGRAM

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

COVERAGES AND LIMITS OF INSURANCE

Some of these coverages are sublimits or are subject to aggregate limits. Refer to your policy to determine how they apply.

GENERAL AGGREGATE	$2,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	$2,000,000
EACH OCCURRENCE	$1,000,000
TENANTS LEGAL LIABILITY	$1,000,000
MEDICAL EXPENSES - EACH PERSON	$ 10,000
PERSONAL INJURY AND ADVERTISING INJURY	$1,000,000

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, OSCAR CORTES, MD, 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

5-12-09.
Date

EDINBURG REAL ESTATE NETWORK, INC.
Company

1615 S CLOSNER, STE A.
Address

EDINBURG, TX 78539.
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.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

5-12-09

Date

Adopted 05/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: EREN **Telephone No.** (956) 381-9858 CEL= 451-0348

dba Name:

Legal Name: EDINBURG REAL ESTATE NETWORK, INC

Mailing Address : 1615 S CLOSNER, STE A **Fax No.** (956) 381-9858

Physical Address: SAME

City, State, Zip EDINBURG TX 78539 **Tax I.D. No.** 74-2747554.

Remit to Address : SAME **City, State, Zip**

E-Mail Address: drocortes@yahoo.com

Representative(s) Name(s) & Title(s) OSCAR CORTES, MD, PRESIDENT

Type of Organization (check one): ____ Individual ____ Partnership ✓ Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify
State Identification No.____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: TEXAS **Date:** 5-10-1995 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization ✓ Other, Specify REAL ESTATE MGR.

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
OSCAR CORTES, MD, PRESIDENT

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☒ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☒ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

Indicate Certification No.(s):____ **or are Certificate(s) attached?:** ☐ Yes ☒ No

What type of product(s) is/are solicited by your company?: PROFESSIONAL OFFICE SPACE -

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☒ No

To Be Completed by the County: Rec'd by (Purchasing):____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:____ **Entry Date:** ____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☑No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if neeessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% N/A
(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: N/A
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: N/A.
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
EDINBURG REAL ESTATE NETWORK

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1615 S. CLOSNER, STE A

Requester's name and address (optional)

City, state, and ZIP code
EDINBURG, TX 78539

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
: :

or

Employer identification number
74 : 2747554

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5-12-09

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: Oscar Curtes III
Print Name: OSCAR CURTES, III
Title: PRESIDENT, EREN, INC
Telephone Number: (916) 381-9854, ext 451-0348
Date: 5-12-09

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

PURCHASING DEPARTMENT
County Of Hidalgo

May 8, 2009

RE: ADDENDUM NO.1
RFB No.:2009-064-05-13-MEG
"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with request for bids **"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY".**

Please attach this **ADDENDUM NO. 1** to your bid packet to allow your company to submit a complete packet. See original request for 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) 318-2629 or e-mail to Elena.gomez@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626 or via e-mail to Elena.gomez@co.hidalgo.tx.us.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY".**

Thank you for your prompt attention to this matter.

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: Oscar Cortez my President

ADDENDUM NO. 1 ERGN, Inc.
ACKNOWLEDGMENT OF RECEIPT

MLS/meg
Enclosures

ADDENDUM NO. 1

May 8, 2009

"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"

RFB NO.: 2009-064-05-13-MEG

PLEASE NOTE THE FOLLOWING CHANGES:

1. Clarification for Natural Gas:
   (Under Specification on Exhibit "A" No 8.)
   - Eliminate Gas (No Natural Gas is required)

I, OSCAR CORTES, MD, acknowledge receipt of ADDENDUM NO. 1 dated, May 8, 2009 for RFB NO. 2009-064-05-13-MEG **"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"**

EDINBURG REAL ESTATE NETWORK, INC.
OSCAR CORTES, MD, PRESIDENT

Printed Bidder Name

5-12-09

Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE PACKET.....

1. STRUCTURAL SYSTEMS ---------- PAGE 4
2. ELECTRICAL SYSTEMS ---------- PAGE 11
3. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS ---- PAGE 13
4. PLUMBING SYSTEMS ---------- PAGE 14
5. REPORT OVERVIEW ---------- PAGE 15

© 2009 Reliable Real Estate Inspection Service

Reliable Real Estate Inspection Service

1341 N. Saint Marie St.
Mission, TX 78572
(956) 581-7211

May 12, 2009

Prepared For:	Dr. Oscar Cortes
Concerning:	1615 South Closner Blvd. Edinburg, TX 78539
By:	Romeo Sanchez
Lic. No.:	1829

Signature:
Date: May 12, 2009

Dear Dr. Cortes:
At your request, an inspection of the property located *at 1615 South Closner Blvd., Edinburg, TX* was conducted on May 8-10, 2009 to determine the soundness of the building structure and other building components.

Although many of the building components were inspected at time of the inspection, please understand that the property inspection was not an exhaustive inspection of the structure, systems, or components. The inspection may not reveal all deficiencies. A real estate inspection helps to reduce some of the risk involved in purchasing and/or renting a building, but it cannot eliminate these risks, nor can the inspection anticipate future events or changes in performance due to changes in use or occupancy. It is recommended that you obtain as much information as is available about this property, including any seller's disclosures, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for or by municipal inspection departments, lenders, insurers, and appraisers. You should also attempt to determine whether repairs, renovation, remodeling, additions, or other such activities have taken place at this property. It is not the inspector's responsibility to confirm that information obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous or future reports.

Property conditions change with time and use. For example, mechanical devices can fail at any time, plumbing gaskets and seals may crack if the appliance or plumbing fixture is not used often, roof leaks can occur at any time regardless of the apparent condition of the roof, and the performance of the structure and the systems may change due to changes in use or occupancy, effects of weather, etc. These changes or repairs made to the structure after the inspection may render information contained herein obsolete or invalid. This report is provided for the specific benefit of the client named above and is based on observations at the time of the inspection. Repairs, professional opinions or additional inspection reports may affect the meaning of the information in this report.

The following is a summary of the deficiencies observed at time of inspection. Our findings are based on a visual inspection only.

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STRUCTURAL SYSTEMS

FOUNDATION

Type of Foundation
Material: *Poured Concrete*
Configuration: *Slab on Grade*

Comments:
The foundations appear to be performing their intended function. No evidence of significant distress was observed at the time of the inspection on the main building. However, minor wall cracks were observed on the interior and exterior of the building where approximately 1000 square feet of new construction was added to the original building. This implies that some structural movement has occurred, as is typical of most buildings.

No construction documents were available for the main building or the recent building addition at time of the inspection to verify compliance with building requirements.

DRAINAGE

Comments:
The drainage around the building appears to be adequate. However, there are several areas that may require improvement. The walkways at the front of the building, southeast corner, and northeast corner appear to be level and/or sloped towards the building. This condition can promote moisture seepage. It is difficult to improve this situation without re-grading the walkway adjacent to the building.

The parking area drainage is adequate. There were no low spots visible that may be retaining storm water. However, several small potholes that will need to be filled were observed in various locations.

Evidence of drainage improvements was observed along the right-hand side of the building. This was evident by the openings that were made on the parking lot curb. However, a swale will need to be installed beyond the openings to promote the flow of storm water away from the parking area.

ROOF

Types of Roof Covering:
Main Building: *Urethane Foam Roofing*
South Split Level Building: *Built-up Roofing*
Additions: *Modified Bitumen Membrane Roofing*
Carport: *Metal Roofing*

Comments:
Urethane Foam Roofing:

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For the most part, the urethane foam roof was in good condition; however, the Ultra Violet (UV) protective coating is showing signs of wear. In order to preserve the integrity of the urethane roof system, a maintenance coat will more than likely be necessary.

It is very important that the roof be prepared to receive the maintenance roof coating. This can be accomplished by first removing all foreign matter from the roof surface, repairing all small bubbles or blisters that have developed on the foam surface, and finally repairing all roof penetrations (plumbing vent pipes, exhaust vent pipes weather caps, etc.) materials that have deteriorated and are currently leaking.

Built-up Roofing:
The built-up roof was in fair condition and in need of repair. There were several areas that do not have a protective surface (gravel, paint, etc.). This condition if not corrected will shorten the life cycle of the roofing material and ultimately cause roof leaks. Improvement is recommended.

Note: All debris and left over roofing material on the roof surface should be removed.

Modified Bitumen Membrane Roofing:
The modified bitumen membrane roofing for the southeast corner addition was in good condition. No signs of deterioration were observed on the membrane surface. However, this roof system was installed on a recessed roof surface that has three drain outlets and may require a high level of maintenance. It is extremely important that the roof drain outlets be free of debris at all times to prevent drain clogs.

The modified bitumen membrane roofing for the front porch is showing signs of premature seam failure. This was evident by the many slight seam openings, often referred to as fish mouth, that were observed in many locations. Improvement should be undertaken to prevent roof leaks.

Metal Roofing:
The metal roof is in good condition. No evidence of major roof leaks was observed. However, daylight could be observed where the roof abuts the building (towards the east side of the structure). In order to prevent leaks, the openings should be sealed.

The sheet metal roof panels were observed to be sagging slightly towards the center of the carport span. This condition is the result of inadequate support member spans and/or the improper type of the roofing panels for this type of roof structure. Although this condition may appear to be a significant structural problem, the amount of sagging and the design of the roof structure do not warrant major repairs. The roof panels should be monitored.

Flashings:
The roof metal flashing for the parapets walls (a low protective wall along the edge of a roof) is missing in various locations. As a result, several water stains were observed in various locations along the perimeter of the interior of the building. This metal flashing also protects the top end of the exterior wall and does not allow water to enter the exterior wall cavity. Improvement is recommended.

The roof metal flashing for the parapets walls in various locations are showing signs of seam leaks. As a result, several water stains were observed along the perimeter of the building. Improvement is straightforward and relatively easy to accomplish.

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The roof flashing and counter flashing was observed to be missing where the front porch abuts the main building roof structure. Pronounced cracks and openings were observed in various locations. Improvement is straightforward and can be accomplished without a great deal of difficulty.

Roof Gutters and Downspouts:
Some sections of the roof gutters are at the end of their life cycle. The gutters should be repaired or replaced as necessary.

The downspouts in various locations are in mild disrepair. Several spout joints were observed to be loose and/or coming apart. Improvement is recommended where necessary.

A downspout was observed to be missing over the main electrical system fuse boxes on the exterior of the building. As a result, water splashes over the electrical boxes and has caused some rusting to develop on the fuse boxes and raceways. Improvement is recommended.

The downspouts for the three roof drain outlets on the south side of the building are missing. The downspouts should be installed.

ROOF STRUCTURE & ATTIC

Roof Structure:
Main Building: *Metal Trusses & I-beam Construction/Sheet Metal Decking*
Front Porch & Southeast Corner Additions: *Wood Roof Joist Construction/Wafer Board Decking*
Carport: *Metal Channels*
Attic Insulation: *6" Fiberglass*
Roof Ventilation: *None Visible*

Comments:
Main Building Structure:
The roof structure for the main building was observed to be in good condition. No evidence of significant distress was observed at time of the inspection. However, an improper main I-beam splice was observed over the northeast quadrant of the main building. Further investigation is recommended.

Front Porch Structure:
The front porch wood roof structure shows signs of water damage where the porch abuts the main building. The structure should be checked for proper structural support member placement. The end of a metal I-beam within the front porch structure was observed to be protruding over the main building. The I-beam should be improved to prevent damage. A structural engineer should be consulted to further investigate this condition and the remedies available for correction.

The soffit board was observed to be loose in various locations. Improvement is recommended.
(The front porch attic space was not accessible.)

Southeast Corner Additions Structure:
The roof structure over the southeast corner addition is questionable. The roof joists were supported with joist hangers. Due to the recessed roof structure design and the heavy air conditioning system that was installed over this area, the roof structure should be further investigated. A structural engineer should be consulted to further investigate this condition and the remedies available for correction.

Carport Structure:

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The roof structure for the carport was observed to be in good condition. No evidence of significant distress was observed at time of the inspection.

Attic Insulation:
Attic insulation was observed to be missing and/or out of place in various locations throughout the entire building. As a result, these areas tend to be prone to difficulty. Condensation is a common problem. The insulation should be improved where necessary.

Roof Ventilation:
There was no roof ventilation observed at time of inspection. It is generally recommended that one (1) square foot of free vent area be provided for every one hundred and fifty (150) square feet of ceiling area. Proper ventilation will help to keep the building cooler during warm weather and extend the life of the roofing materials. Improvement is recommended.

WALLS (Interior & Exterior)

Interior Walls Finish: *Drywall*
Exterior Walls Finish: *Concrete/Cinder Block/Exterior Insulation Finish Stucco (EIFS)*
Exterior Wall Structure: *Concrete Tilt Wall/Cinder Block/ Wood Framing*
Firewalls: *Sheet Rock/Concrete*

Comments:
Interior Walls:
The interior walls throughout the building are in good condition. No evidence of major problems was observed. However, minor water damage was observed in various locations due to air conditioning condensate leaks, minor roof/flashing leaks, and/or plumbing leaks. Improvement is recommended where necessary.

The drywall on the wall in the one of the bathrooms in suite 200 is water damaged. The drywall should be repaired or replaced as necessary.

Exterior Walls:
The exterior walls throughout the building are in good condition. No evidence of major structural problems was observed. However, minor deficiencies were observed in various locations as described below.

Concrete Walls

Several minor deficiencies were observed on the concrete wall system. The holes on the concrete walls should be sealed to prevent water penetration. All other small cracks by the light fixtures, doors, hose bibs, metal pipes, and any other wall penetration should be sealed.

Cinder Block
Minor water damage was observed on the cinder block finish along the south side of the building. The parapet (a low protective wall along the edge of a roof) wall flashing should be further investigated and repaired as necessary. See the Flashings section for more information.

Exterior Insulation Finish Stucco (EIFS)
The Exterior Insulation Finish System (EIFS) stucco system is showing signs of premature wear and deficiencies in installation.

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The exterior stucco system does not appear to have adequate drainage. (The performance and longevity of the wall system depends greatly on the proper installation of its components. It is important that the approved corrosion-resistive flashing be installed on the exterior envelope in such a manner as to prevent entry of water into the wall cavity or penetration of water to the building structure framing components. A weather-resistive barrier and means of draining water to the exterior of the veneer should also be installed.) The installation of the stucco system should be verified to see that the walls have adequate drainage and that the materials were installed according to the manufacturer's recommendation.

The hole on the stucco board along the right-hand side of the building should be sealed. All other small cracks by the light fixtures, windows, hose bibs, and any other wall penetration should also be sealed. Improvement is recommended.

The window, doors, and stucco wall trim flashing in various locations is missing. All projecting trim on the exterior wall envelope should be protected with an approved corrosion resistant flashing to prevent entry of water into the wall cavity. Improvement is recommended.

There are several areas where the stucco finish is incomplete. This was evident at the southeast corner of the building and the front porch roof trim where the porch roof abuts the main building structure. Improvement is recommended.

CEILINGS & FLOORS
Ceiling Finish: *Suspended Ceiling Tiles/Drywall*
Floor Surfaces: *Vinyl Tiles/Vinyl Floor/Ceramic Tile/Carpet/Concrete*

Ceilings:
The ceilings throughout the building were observed to be in good condition. No evidence of major problems was observed. However, minor repairs are recommended in the short-term to improve the efficiency of the cooling and heating systems.

Very few damaged and/or cracked suspended ceiling tiles were observed throughout the building. It is recommended that all damaged ceiling tiles be replaced.

Water staining was observed on the suspended ceiling tiles in various locations. The ceiling tiles should be replaced where necessary.

The drywall on the ceiling in one of the bathrooms in suite 200 is water damaged. The drywall should be repaired or replaced as necessary.

Signs of mildew or other substance were observed around the exhaust fan in one of the bathrooms in suite 200. The roof flashing is leaking in this area. Further investigations in recommended. A qualified air quality specialist should be consulted to further evaluate this condition and the remedies available for correction.

Floors:
For the most part, the floors throughout the building were in good condition. However, there were several areas that will require repairs as described below.

Vinyl Tiles:

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The vinyl tiles were observed to be in good condition. No major problems were observed. However, minor repairs will be necessary as described below.

Minor cracking and/or blistering was observed on the tile floor in various locations throughout the building. Improvement is recommended where necessary.

The vinyl tile floor surface is showing signs of wear. Resurfacing or polishing the floors will improve this condition. Improvement is recommended.

Vinyl Floors:
The vinyl flooring was observed to be in good condition. No major problems were observed. However, minor repairs will be necessary as described below.

Seams in the vinyl flooring in various locations are not in ideal condition. Improvement is recommended.

The vinyl flooring in various locations was observed to be slightly damaged. Improvement is recommended where necessary.

Ceramic Tiles:
The ceramic floor tiles were observed to be in good condition. No evidence of major deficiencies was observed.

Carpet Floors:
The carpets in various locations were in good condition. However, there are several sections especially in the hallways and high traffic areas that are at the end of their life cycle. Replacement is recommended.

DOORS & WINDOWS

Door Type: *(Commercial Grade) Wood/Metal/Store Front*
Windows: *Fixed*

Interior Doors:
Interior doors were observed to be in good condition. No major problem was observed.

Minor hardware adjustment will be necessary in various locations. All loose hardware should be adjusted.

All automatic door return devices for the interior doors should be serviced and adjusted as necessary.

Exterior Doors:
The exterior doors were observed to be in good condition. Minor repairs are recommended to prevent water penetration as described below.

The exterior doors in various locations do not have a canopy or cover. Evidence of water penetration was observed in various locations. In order to prevent water penetration the doors should be improved. Repairs are straightforward and can often be accomplished without a great deal of difficulties. If a door canopy or cover is not feasible, a drip edge should be installed at the top of the doorframe and bottom of the door.

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Daylight was observed by the exterior doors in various locations. In order to prevent water penetration and/or air leaks, the weather-stripping should be improved.

All automatic door return devices for the exterior doors should be serviced and adjusted as necessary.

Windows:

Safety glass etchings were not observed on the fixed windows in various locations. Safety glass is required for large fixed panes and is generally identified by an etching in the corner of the glass pane. A glass company should be able to identify and label the window glass appropriately.

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ELECTRICAL SYSTEMS

Service Entrance and Panels

Service Entrance:

The service entrance for the main building was observed to be in good condition. However, a close examination of the service wires at the main underground junction box revealed that one of the wire connections appears to be overheating. This was evident by the discoloration of the wire connector device. The electrical utility company is usually responsible for this repair.

The service entrance for the south building was installed above ground. The rigid metal conduit was anchored to the bottom of the concrete walls. A licensed electrician should be consulted to further evaluate this installation and to verify local city code requirements.

Panels:

Rust was observed on the fuse boxes and junction boxes or raceways. This condition is the result of storm water that is draining from the roof gutters. The missing roof gutter downspout should be installed to prevent further damage to the electrical system components.

The main distribution panels were observed to be in good condition. While most of the panel boxes were labeled properly, there were some boxes that will need to be relabeled. All circuit breakers need to be identified and properly labeled.

The dead front or cover for the main distribution panel at the south building is loose. For safety reasons, the dead front should be improved.

Distribution Wiring:

Several junction boxes in the attic were observed to be open. All junction boxes should be fitted with cover plates in order to protect the wire connections.

There were several romex wiring in the attic. Romex wiring installation is not allowed on commercial building. The wiring should be installed in metal conduit.

There is exposed electrical wiring at the parking space light. For safety reasons, the wiring should be improved.

Fixtures:

The lighting fixtures were observed to be in good working condition. However, there was a small amount of fluorescent light fixtures that were not working properly. If the tubes are not blown, the ballast should be investigated.

Several emergency light fixtures were missing. For safety reasons, the emergency light fixtures should be installed where necessary.

Exit light fixtures in various locations are missing. For safety reasons, the exit light should be installed.

The exit light fixtures in various locations are inoperative. For safety reasons, the light fixtures should be improved.

NOTE: It is extremely important that the local city requirements be adhered to when pertaining to emergency lights, exit light, and fire equipment.

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Limitations: The fire sprinkler system was not inspected. These systems are periodically tested and tagged by local city officials. If this system has not been tested, it is recommended that an inspection of the fire sprinkler system and other related components be conducted as soon as possible. All fire extinguisher equipment should also be inspected.

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HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

The heating, ventilation, and air conditioning system was in good working condition at the time of the inspection in the areas where the electrical power was on. However, there were a limited amount of rooms where the airflow and/or registers were considered not adequate for the room size. Installing more or less registers and/or rebalancing the duct system can often improve this condition. Improvement should be undertaken as necessary. All the heating and cooling systems should be serviced. (Note: The air conditioning system requirements may change or vary due to changes in use or occupancy.)

It was also noted that there are fourteen (14) air conditioning systems. Six (6) of the condenser units on top of the roof are relatively new. There are eight (8) units that appear to be the original units or at minimum much older than the newer units.

The main hallway or common area of the building is not air-conditioned. It is recommended that an air conditioning system be installed in this area, as this would improve the efficiency of the building air conditioning system as a whole.

The auxiliary condensate drainpipes were installed over the sinks in the bathrooms and in other rooms where sinks where available. This installation is a safety concern because the condensate may splash and cause water spills on the floors. Furthermore, the installation of the condensate drainpipes over the sinks and cabinets will cause water damage to the cabinets and wall systems. Improvement is recommended.

The furnaces were installed within the attic. This installation will require periodic maintenance to ensure that the suspension system is in good condition. Please also understand that the units will need to be serviced by qualified technicians and that there is no working platform (catwalk) available due to the type of building construction.

Limitation: Although the heating system was operated, there are significant testing limitations at this time of year.

Ducts
The duct system for the most part is in very good working condition. However, there are certain areas that will require duct rebalancing. These were observed in the larger rooms where both low and high airflows were observed. Improvement is recommended where necessary. (Note: The air conditioning system requirements may change or vary due to changes in use or occupancy.)

An air return duct was observed to be missing in the room with access from the conference room in suite 200 B. Installing a return air vent in this location is not considered critical; however, it would improve heat distribution, and facilitate better cooling (if air conditioning is utilized).

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PLUMING SYSTEMS

Water Supply System & Fixtures

Water Supply Source: *Public*
Service Pipe to Building: *Not Visible*
Supply Piping: *Copper*

Supply:
The supply pipe was observed to be in good condition at time of the inspection. However, the overhead main valve in the storage room at the rear of the building shows signs of corrosion. The valve should be repaired or replaced as necessary.

No main shut off valve was located for the two (2) inch copper supply pipe. If the shut off valve is underground, is whereabouts should be verified.

Limitations: Due to the size of the building and the location of the supply piping, only a representative sampling of the water supply piping and other plumbing components were observed.
Portions of the plumbing system concealed by finishes and/or storage (below sinks, etc.), below the structure, and beneath the yard were not inspected.
Water quality is not tested. The effect of lead content in solder and or supply lines is beyond the scope of the inspection.

Plumbing Fixtures:
The sink faucets in various locations were observed to be in mild disrepair. Some of the handles were hard to open. The faucets should be repaired or replaced as necessary.

The drains for the sinks in various locations were observed to be at the end of their life cycle. In order to prevent water leaks, the drains should be improved.

The shower stall in suite 800 was not installed properly. The tile shower stall requires repair. Loose or damaged tile, grout and caulk should be repaired or replaced as necessary. Any damage to the wall behind the tile should also be repaired (if necessary). Further investigation may reveal the need to rebuild a portion of the shower stall and/or wall system.

There appears to be a floor drain in various locations. Floor drain traps often dry out and allow sewer gasses in the building. Care should be taken to keep the trap "primed" or a trap primer (a device or system of piping to maintain a water seal in a trap, typically installed where infrequent use of the trap would result in evaporation of the trap seal, such as floor drains) should be installed.

Water Heater:
The water heaters were installed within the attic. This installation will require periodic maintenance to ensure that the suspension system is in good condition. Please also understand that the units will need to be serviced by licensed plumbers and that there is no working platform (catwalk) available due to the type of building construction.
Limitations: The water heaters were not physically inspected due to their location.

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REPORT OVERVIEW

THE BUILDING IN PERSPECTIVE

This is a well-built commercial building that has been lacking maintenance somewhat. For the exception of the front porch and the most recent light commercial construction additions, which represent approximately 8 to 10% of the total footprint of the building, the building is solidly built and should provide many years of service. The improvements that are recommended in this report are not considered unusual for a building of this age and location. Please remember that there is no such thing as a perfect building.

THE SCOPE OF THE INSPECTION

This inspection is visual only. A representative sample of building components is viewed in areas that are accessible at the time of the inspection. No destructive testing or dismantling of building components was performed.

It is the goal of the inspection to put a prospective buyer in a better position to make a buying decision. Not all improvements will be identified during this inspection. Unexpected repairs should still be anticipated. The inspection should not be considered a guarantee or warranty of any kind.

WEATHER CONDITIONS DURING INSPECTION

Dry weather conditions prevailed at the time of the inspection. Weather conditions leading up to the inspection have been relatively dry.

Romeo Sanchez Date: 5-12-09
Lic. No. 1829

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THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-160-00-00

THIS CONTRACT is made and entered into this ____ day of _____, 2009 by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **aDrug Testing Collection Services@** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any

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manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on _____, 2009 and expiring on _____, 2011 and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which

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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

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expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: _____
_____
_____
_____

13. In case any one or more of the provisions contained in this Agreement

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shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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WITNESS our hands in duplicate originals this _____ day of _____, 2009.

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III,
County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: _____

By:_____
Printed Name:

Title:_____

_____

_____

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EXHIBIT AA@

REQUEST FOR BIDS (RFB)

PROCUREMENT PACKET

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EXHIBIT AB@

VENDOR=S BID

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EXHIBIT AC@

INSURANCE REQUIREMENTS

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AI-15826 **23.A.5.**

Procurement Method for Renovation of Former Administration Bldg.-100 E. Cano-Edinburg

CC REGULAR

Date:	06/08/2009
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 a request from District Attorney for Commissioner's Court to consider procuring the renovation/remodeling of Administration Building through solicitation of sealed proposals from either job order contractors or trades, labor and materials awarded vendors through the County's membership/participation through cooperative purchasing programs as opposed to proceeding with action to approve authority to publish advertisement of sealed bids for the: Renovation/Remodeling of the first and second floors of the former administration building located at 100 E. Cano, Edinburg, Texas to relocate and house the District Attorney Offices, County Judge's Office and Commissioner's Court Meeting Room Facility.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-419-00-115-073-0-452

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

BUDGETARY IMPACT:

Available Balance as of 6-4-09 $2,204,773.36.

Attachments

Link: Email

Link: 081908 Agenda

Link: email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/04/2009 02:28 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 02:35 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/04/2009 04:16 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Marty Salazar Started On: 06/03/2009 09:40 AM

Final Approval Date: 06/05/2009

Martha Salazar

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]

Sent: Thursday, June 04, 2009 1:32 PM

To: 'carlos@agadc.com'; 'Edo'; 'roy.cazares@da.co.hidalgo.tx.us'

Cc: 'Valde Guerra'; 'J.D. Salinas'; 'joseph.palacios@co.hidalgo.tx.us'; 'Humberto Garza'; 'mingo.villarreal@co.hidalgo.tx.us'; 'mona parras'; 'oscar.garza@co.hidalgo.tx.us'; 'gloria.beltran@co.hidalgo.tx.us'; 'Chris Trevino'; 'raul.silguero@co.hidalgo.tx.us'; 'Daniel Flores'

Subject: Request by District Attorney-Procurement Method for former Adm. Bldg. Renovations/Repairs

Mr. Garcia & Mr. Alcocer:

The Purchasing Department has received verbal notice from the District Attorney (through Mr. Roy Cazares) that Mr. Guerra has decided to have all files on the first floor of the building, thus eliminating the need to address structural support issues that have arisen. Hopefully this decision will allow the completion of the plans, specifications and drawings for placement on CC for acceptance and approval. Mr. Cazares also requested information regarding job order contractors or trades, labor materials awarded coop vendors for the purpose of recommending/informing CC of obtaining sealed proposals for this type of construction services as opposed to publishing ads for sealed bids for the project. I have placed an agenda item on the next CC meeting (which is scheduled for 9:30 am on Monday, June 8, 2009) for discussion, consideration and action in connection with the District Attorney's request. Please make arrangements to attend this very important meeting and be prepared to give CC projected cost estimates and recommendations on both options:

1) to seek sealed proposals through both job order contractors and trades, labor and materials awarded cooperative purchasing program vendors (i.e. Herrera & Hunt and CAS), or;
2) publication of advertisements for sealed bids for the project;

I ask that you acknowledge your attendance and be prepared with information necessary to answer questions by Commissioner's Court.

If you require any further information or assistance regarding this matter, please do not hesitate to contact me.

Please note that CC is on Monday, June 8, 2009 at 9:30 am and not the customary Tuesday.

Yours truly,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, Tx 78539
956-292-7000 Ext 4862
956-318-2629 Fax
martha.salazar@co.hidalgo.tx.us

7. **Presentation by project architect (Alcocer Garcia Associates) on the status for "Renovations of Old Administration Building at 100 E. Cano"(project number 2008-131), for discussion consideration, and approval of applicable action (if necessary or applicable) including, but not limited to:**
A. Plans and Specifications.
B. Status of drawings and specifications for the 3rd floor for renovations to be completed by County's own staff.
C. Timelines for acceptance by CC of plans and specifications, including but not limited to the, printing of plan documents, publication of ads, receipt of bids, analysis, award, approval of contract, notices to proceed, etc.; and,
D. Projected time for completion of construction/renovation phase for project and occupancy.

Presentations made on items A thru D by Mr. Alcocer.

At this time Commissioner Flores steps out.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval to recess and open the Drainage District Agenda.

At this time the Court moved to reconvene.

8. **Presentation for discussion, consideration, acceptance, and approval to terminate the current "Group Short Term Disability Plan and further approve the replacement with the new "Individual Short Term Disability Plan" with Unum Life Insurance Company. Increase of Renewal Rates where approved on Commissioners' Court on May 27, 2008.**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

9. **Presentation for discussion, consideration, acceptance, and approval of payment of Invoice No. *1* (1st & 2nd Floor) in the amount of $18,750.00 and payment of Invoice No. 2 (3rd Floor) in the amount of $1,200.00, from Alcocer Garcia Associates Design Consulting, contracted architect for the, "Remodel of Existing Old Administration Building." C-08-131-08-07**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

10. **A. Presentation for discussion, consideration, acceptance and approval of a clarification of Change Order No. 7 (to read THE CONTRACT TIME WILL BE CHANGED BY...Fifteen (15) Days); and Change Order No. 8 (to read THE CONTRACT TIME WILL BE UNCHANGED BY.. Zero (0) Days.**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

AI-10645 **34.A.0.**

Status report of the Renovations of the Old Administration Building at 100 E. Cano St.

CC REGULAR

Date: 08/19/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

Presentation by project architect (Alcocer Garcia Associates) on the status for "Renovations of Old Administration Building at 100 E. Cano"(project number 2008-131), for discussion consideration, and approval of applicable action (if necessary or applicable) including, but not limited to:

A). Plans and Specifications.
B). Status of drawings and specifications for the 3rd floor for renovations to be completed by County's own staff.
C). Timelines for acceptance by CC of plans and specifications, including but not limited to the, printing of plan documents, publication of ads, receipt of bids, analysis, award, approval of contract, nonotices to proceed, etc.; and,
D). Projected time for completion of construction/renovation phase for project and occupancy.

BACKGROUND

Renovations to old Administration Building includes: District Attorney's Office Spaces, County Judge Administration Offices, and New Commissioners' Court meeting room.

Drawings and specifications for the 3rd floor are required in order to obtain a Building Permit and commence renovations by District Attorney's hired carpenter and Buildings and Grounds staff.

Fiscal Impact

Attachments

Link: Project Time Line from AGA
Link: Proposed plans 1st floor
Link: Proposed plans 2nd floor

Link: Proposed plans 3rd

floor

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Moises Salazar	08/14/2008 08:57 AM	CREATED
1	Purchasing Department	Marty Salazar	08/14/2008 02:44 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 02:49 PM	APRV
3	Dale Kennan			NEW
4	Auditor's Office			
5	Court Administrator			

Form Started By: Moises Salazar Started On: 08/14/2008 08:57 AM

Moises Salazar

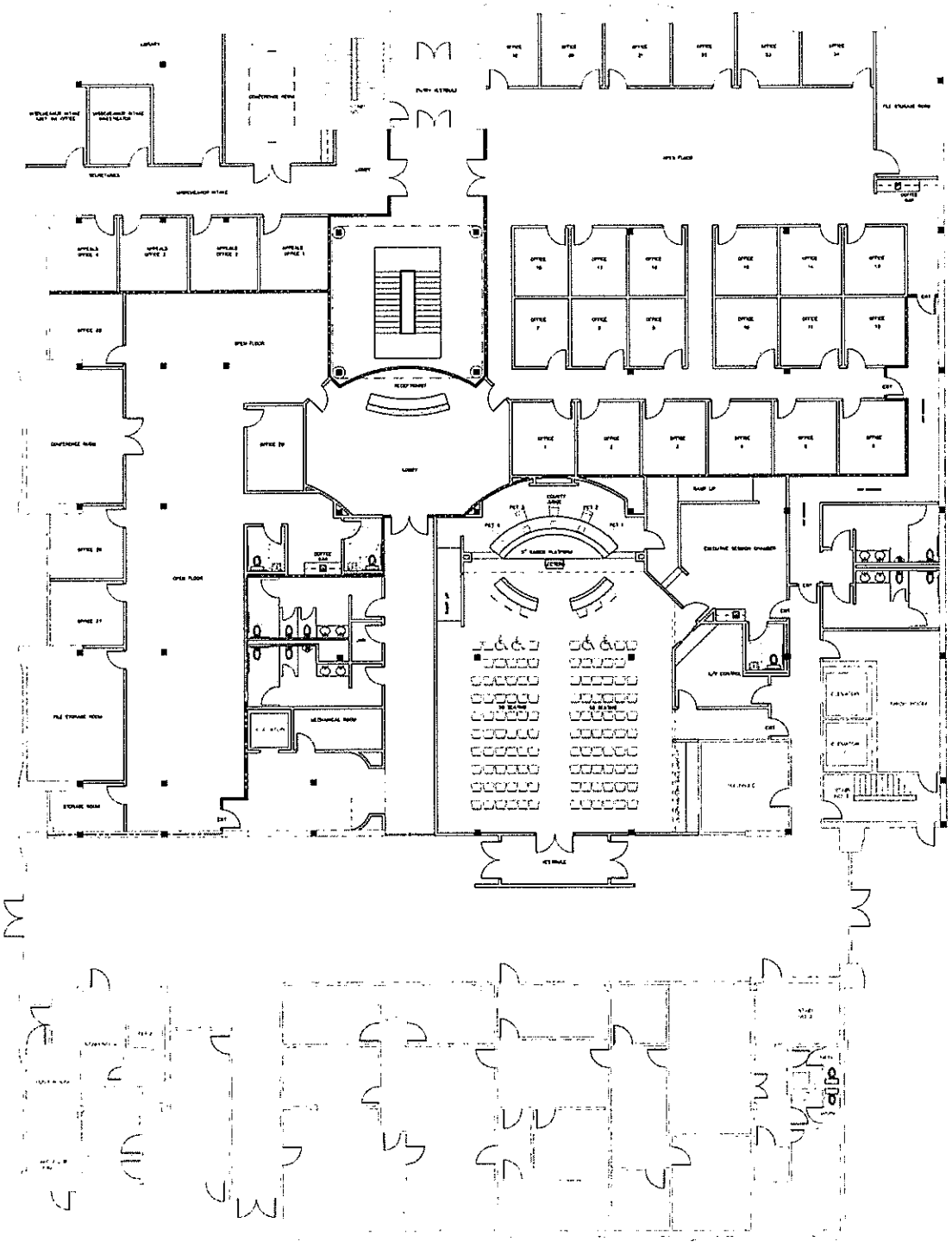
From: Edo [edo@agadc.com]
Sent: Thursday, August 14, 2008 1:06 PM
To: 'Moises Salazar'
Subject: RE: Old Administration Building Remodeling

Schematic Design Phase is 90% complete. Pending approval of District Attorney's Office floor plan/space planning, upon approval we will proceed onto the Design Development Phase.

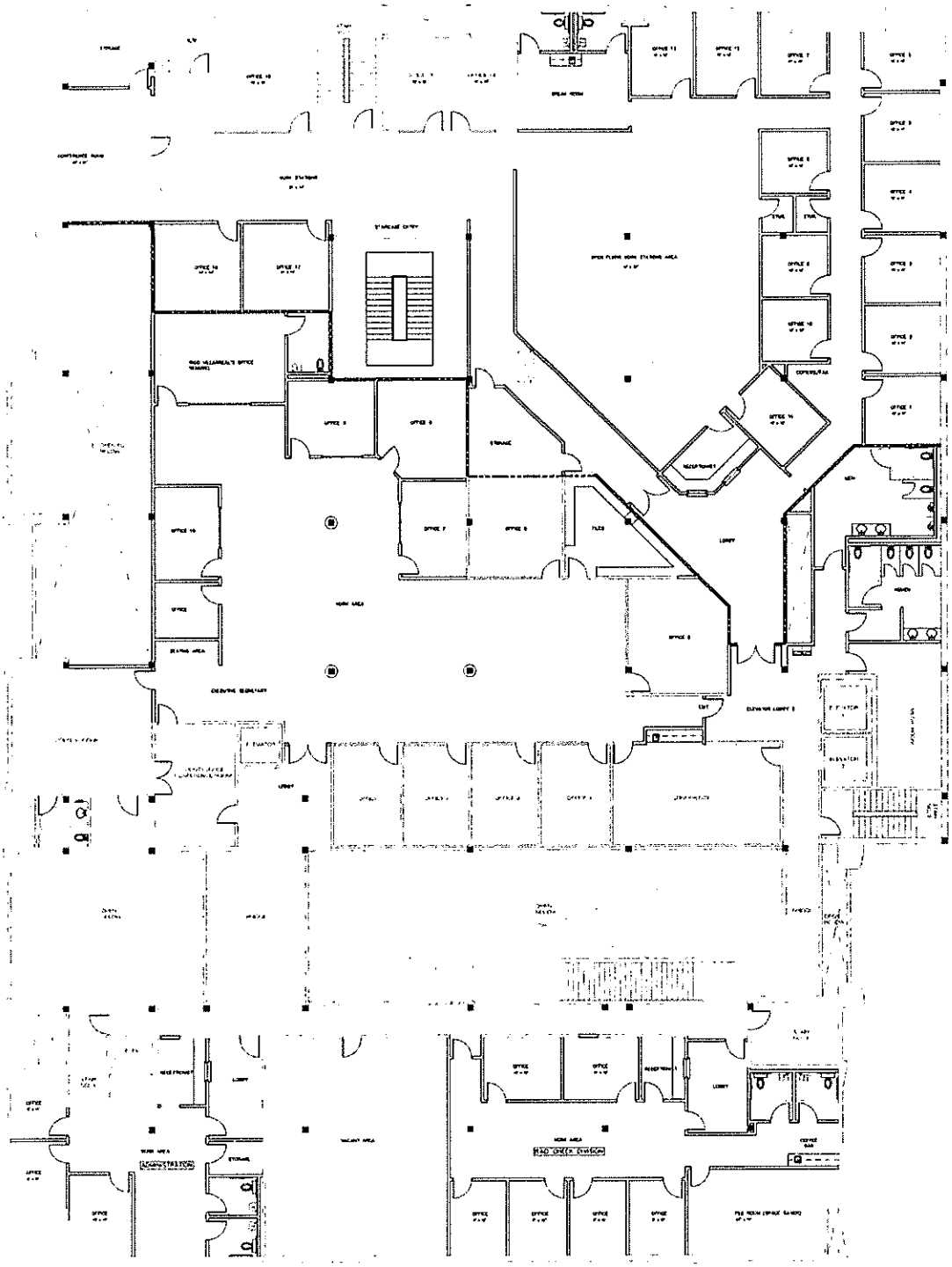
Project Schedule:

Schematic Design Phase:	2 Weeks
Owner's Review:	1 Week
Design Development Phase:	2 Weeks
Owner's Review:	1 Week
Construction Document Phase:	12 Weeks
Bidding Phase:	4 Weeks
Review of Bids:	1 Week
Award of Contract:	4 Weeks
General Construction:	28 Weeks

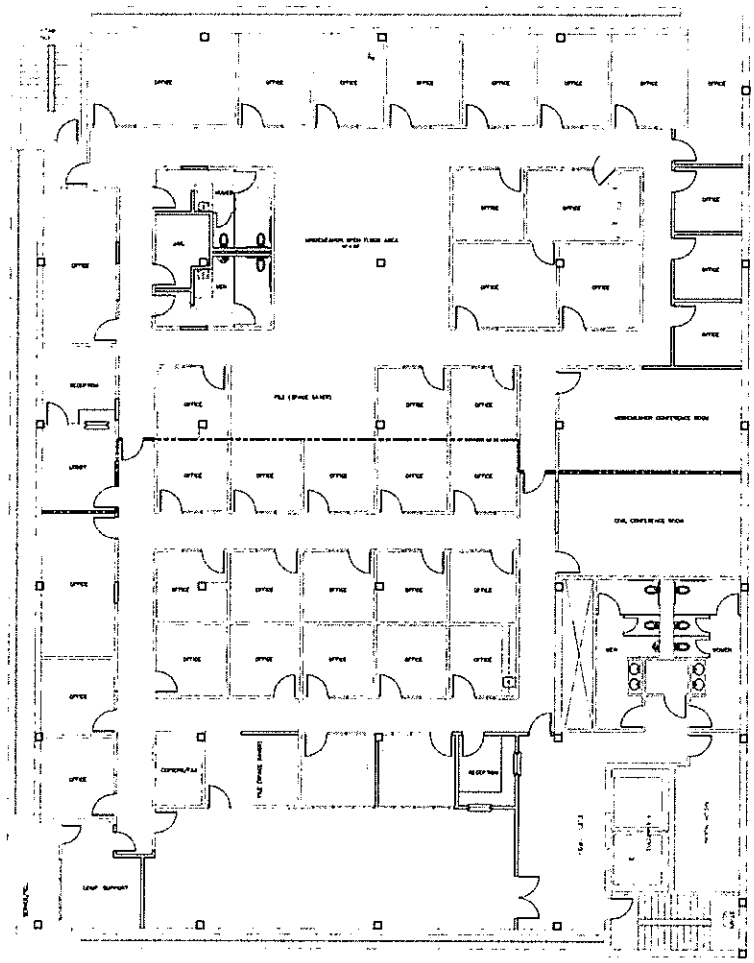
AGA
Eduardo Alcocer
Alcocer Garcia Associates
1333 E Jasmine Ave
McAllen, Texas 78501
Office 956 618 2007
Fax 956 618 2008
Cellular 956 607 6671
e-mail: edo@agadc.com



FIRST FLOOR: IMPROVEMENTS PLAN



SECOND FLOOR: IMPROVEMENTS PLAN



THIRD FLOOR: IMPROVEMENTS PLAN
SCALE: 1/8" = 1'-0"

Martha Salazar

C.C.: 4/8/09
ITEM: A-15826

From: Roy Cazares [roy.cazares@da.co.hidalgo.tx.us]
Sent: Thursday, June 04, 2009 1:50 PM
To: 'Martha Salazar'
Cc: 'Moises Salazar'
Subject: Old Admin. Building

Ms. Marty,

As we discussed previously, Mr. Guerra has elected not to place any addition support on the floor for the 3rd floor. We will place some of our files on the 1st floor and will retrieve as needed, therefore reducing the weight on the 3rd floor. Mr. Guerra also elected to proceed with a JOC (Job order Contractor) instead of bidding the project out.

Thank You

Roy Cazares
Personnel Director
Hidalgo County District Attorney's Office
100 N. Closner, Room 303
Edinburg, TX 78539
(956) 318-2300 Ext. 758
Fax (956) 318-2078

AI-15835 **23.B.1.**

Professional Services-Building/Structure Repairs/Renovations on an AS Needed Basis

CC REGULAR

Date:	06/08/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for engineering services in connection with county owned buildings/structures in need of repairs/renovations located in Pct. #1;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" for the provision of professional engineering services in connection with county owned buildings/structures in need of repairs/renovations located in Pct. #1;

1st._____;2nd._____;3rd. _____;

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No.1 ranked firm of _____ for the provision of engineering services (on an as needed basis) for the projects identified and detailed above and herein;

d. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for architectural services in connection with county owned buildings/structures located in Pct. #1;

e. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool"for the provision of professional architectural services required for county owned buildings/structures in need of repairs/renovations located in Pct. #1;

1st._____; 2nd._____;
3rd._____;

f. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No.1 ranked firm of _____ for the

provision of architectural services (on an as needed basis) fro the projects identified and detailed above and herein.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** dept. 121, obj. 334

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

BUDGETARY IMPACT:

Engineering and Architectual services are on an "as needed" basis and funding source is determined once contract negotiations are completed and final contract is executed with awarded vendor.

Possible funding source obj. code is 334 "Engineering & Architectual Services". Please refer to attached expense report for Pct. 1 for funding availability as of 6-4-09.

Attachments

Link: Grid

Link: Grid

Link: Pct. 1 Expense Report obj. 334

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/04/2009 12:22 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 01:09 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/04/2009 01:47 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Nielda Cavazos Started On: 06/03/2009 11:50 AM

Final Approval Date: 06/05/2009

HIDALGO COUNTY PRECINCT NO 1

FOR

Engineering Services for

Building Repairs and/or Renovations on an AS Needed Basis

Scoring & Evaluation GRID

Total Scores	Dos Logistics, Inc	Dannenbaum	Halff Associates Inc.,	S&B Infrastructure
Scorer # 1	95	90	90	89
Average Score	95	90	90	89
Commissioners Court Ranking				

*SCORING & EVALUATION COMPLETED BY PCT NO 1

HIDALGO COUNTY PRECINCT NO 1

FOR

Architecture Services for

Building Repairs and/or Renovations on an AS Needed Basis

Scoring & Evaluation GRID

Total Scores	ERO	V-A Architecture	Alcocer Garcia Associates
Scorer # 1	96	94	93
Average Score	96	94	93
Commissioners Court Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 1

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1201 R&B PRECINCT 1							
9-1201-431-00-121-005-0-334	PCT1 P/U RD-ARCH & ENG SRV	45,000.00	28,734.00	25,534.00	.00	3,200.00	88.86
9-1201-431-00-121-007-0-334	PCT1 LATERAL RD-ARCH & ENG SRV	.00	250.00	.00	.00	250.00	.00
1201 R&B PRECINCT 1		**45,000.00**	**28,984.00**	**25,534.00**	**.00**	**3,450.00**	**88.10**
1310 BORDER COLONIA ACCESS PROGRAM							
9-1310-431-00-121-394-0-334	PCT.1-RAMOSVILLE-ENG&ARCH SRV	.00	266.50	.00	.00	266.50	.00
9-1310-431-00-121-397-0-334	PCT.1-SAENZ-ENG&ARCH SRV	.00	403.10	.00	.00	403.10	.00
9-1310-431-00-121-401-0-334	PCT.1-SUNRISE HILL/J.OLIVAREZ-ENG&ARCH S	.00	571.06	.00	.00	571.06	.00
9-1310-431-00-121-402-0-334	PCT.1-SUNRISE HILL/R.GUERRA-ENG&ARCH SRV	.00	506.88	.00	.00	506.88	.00
9-1310-431-00-121-403-0-334	PCT.1-SUNRISE HILL/R.GONZALEZ-ENG&ARCH S	.00	506.88	.00	.00	506.88	.00
9-1310-431-00-121-404-0-334	PCT.1-TROPICAL FARMS/SAMOA-ENG&ARCH SRV	.00	2,237.28	.00	.00	2,237.28	.00
1310 BORDER COLONIA ACCESS PROGRAM		**.00**	**4,491.70**	**.00**	**.00**	**4,491.70**	**.00**
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
9-1311-431-00-121-019-1-334	AGUA DULCE-ENG & ARCH SRV	.00	177.18	62.99	114.19	.00	100.00
9-1311-431-00-121-066-0-334	BAR #3-ENG & ARCH SRV	.00	1,129.25	.00	1,129.25	.00	100.00
9-1311-431-00-121-071-1-334	BARBOSA LOPEZ #1-ENG & ARCH SRV	.00	550.83	195.82	355.01	.00	100.00
9-1311-431-00-121-103-1-334	BERNAL HEIGHTS #1-ENG & ARCH SRV	.00	153.03	.00	153.03	.00	100.00
9-1311-431-00-121-105-1-334	BERNAL-ENG & ARCH SRV	.00	284.33	.00	284.33	.00	100.00
9-1311-431-00-121-150-1-334	CHAPA III-ENG & ARCH SRV	.00	105.24	31.79	57.64	15.81	84.98
9-1311-431-00-121-230-1-334	DIMAS #3-ENG & ARCH SRV	.00	287.70	102.28	185.42	.00	100.00
9-1311-431-00-121-244-0-334	EL MESQUITE-ENG & ARCH SRV	.00	393.25	139.80	253.45	.00	100.00
9-1311-431-00-121-245-1-334	EL MONTE-ENG & ARCH SRV	.00	437.99	155.71	282.28	.00	100.00
9-1311-431-00-121-318-1-334	HIGH LAND-ENG & ARCH SRV	.00	422.14	.00	422.14	.00	100.00
9-1311-431-00-121-368-0-334	LA BLANCA HEIGHTS-ENG & ARCH SRV	.00	2,305.34	.00	.00	2,305.34	.00
9-1311-431-00-121-391-0-334	LA PALMA S/D-ENG & ARCH SRV	.00	666.14	236.81	429.33	.00	100.00
9-1311-431-00-121-392-0-334	LA PALOMA #1-ENG & ARCH SRV	.00	1,690.30	.00	.00	1,690.30	.00
9-1311-431-00-121-495-0-334	NORTH CAPISALLO-ENG & ARCH SRV	.00	260.70	92.70	168.00	.00	100.00
9-1311-431-00-121-509-1-334	OLD REBEL HEIGHTS-ENG & ARCH SRV	.00	2,316.13	.00	.00	2,316.13	.00
9-1311-431-00-121-571-0-334	PUESTA DEL SOL-ENG & ARCH SRV	.00	1,022.35	363.45	658.90	.00	100.00
9-1311-431-00-121-631-0-334	ROSEDALE HEIGHTS-ENG & ARCH SRV	.00	2,631.69	.00	.00	2,631.69	.00
9-1311-431-00-121-865-1-334	DIMAS #1-ENG & ARCH SRV	.00	277.24	98.56	178.68	.00	100.00
9-1311-431-00-121-897-1-334	MEL GRAY-ENG & ARCH SRV	.00	3,847.86	.00	.00	3,847.86	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2		**.00**	**18,958.69**	**1,479.91**	**4,671.65**	**12,807.13**	**32.45**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-121-063-0-334	BALLI ESTATES-ENG & ARCH SRV	.00	42,960.23	24,690.10	18,270.13	.00	100.00
9-1312-431-00-121-120-0-334	BRENDA GAY-ENGINEERING & ARCHITECT SERVI	.00	8,802.91	1,760.58	7,042.33	.00	100.00
9-1312-431-00-121-148-0-334	CHAPA NORTH-ENG & ARCH SRV	.00	6,866.64	2,773.78	4,092.86	.00	100.00
9-1312-431-00-121-149-0-334	CHAPA SOUTH-ENG & ARCH SRV	.00	6,074.64	2,388.33	3,686.31	.00	100.00
9-1312-431-00-121-181-0-334	COLONIA SAENZ-ENGINEERING & ARCH SERVIC	.00	5,365.41	1,609.63	3,755.78	.00	100.00
9-1312-431-00-121-185-0-334	COLONIA WHALEN ROAD-ENG & ARCH SRV	.00	9,991.52	6,048.33	3,943.19	.00	100.00
9-1312-431-00-121-215-0-334	DE ANDA SUBDIVISION-ENG & ARCH SRV	.00	5,147.76	2,831.51	2,316.25	.00	100.00
9-1312-431-00-121-220-1-334	DELTA WEST SUBDIVISION-ENG & ARCH SRV	.00	28,466.19	19,148.71	9,317.48	.00	100.00
9-1312-431-00-121-228-1-334	DIAZ SUBDIVISION-ENG & ARCH SRV	.00	5,171.37	2,662.98	2,508.39	.00	100.00
9-1312-431-00-121-232-0-334	COLONIA BOYCE-ENGINEERING & ARCHIT SERVI	.00	10,771.64	3,231.49	7,540.15	.00	100.00
9-1312-431-00-121-319-0-334	HIGH POINT SUBDIVISION-ENG & ARCH SRV	.00	9,702.00	3,890.00	5,812.00	.00	100.00
9-1312-431-00-121-362-0-334	L & P-ENGINEERING & ARCHITECT SERVICES	.00	9,445.97	.00	.00	9,445.97	.00
9-1312-431-00-121-387-0-334	LA MESA SUBDIVISION-ENG & ARCH SRV	.00	16,810.69	10,391.13	6,419.56	.00	100.00
9-1312-431-00-121-423-0-334	LOS CASTILLOS ESTATES-ENG & ARCH SERVICE	.00	6,526.69	1,305.34	5,221.35	.00	100.00
9-1312-431-00-121-461-0-334	MID-VALLEY ESTATES-ENG & ARCH SRV	.00	18,801.76	11,850.83	6,950.93	.00	100.00
9-1312-431-00-121-687-0-334	SO. PALM GARDENS EST.#1-ENG & ARCH SRV	.00	4,704.16	1,889.39	2,814.77	.00	100.00
9-1312-431-00-121-688-0-334	SO. PALM GARDENS EST.#2-ENG & ARCH SR	.00	3,891.04	1,538.37	2,352.67	.00	100.00
9-1312-431-00-121-779-0-334	VALLEY VIEW ESTATES-ENG & ARCH SERVICES	.00	11,602.31	3,480.70	8,121.61	.00	100.00
9-1312-431-00-121-790-0-334	VILLAGE GROVE #2-ENG & ARCH SRV	.00	3,379.10	1,333.77	2,045.33	.00	100.00
9-1312-431-00-121-804-0-334	WES-MER SUBDIVISION-ENG & ARCH SRV	.00	7,179.31	4,080.96	3,098.35	.00	100.00
9-1312-431-00-121-855-0-334	ASH COUNTY-ENG & ARCH SRV	.00	10,430.01	5,849.04	4,580.97	.00	100.00
9-1312-431-00-121-860-0-334	CHAPA #2-ENGINEERING & ARCHITECT SERVICE	.00	27,465.46	27,465.46	.00	.00	100.00
9-1312-431-00-121-895-0-334	MARY ANN-ENGINEERING & ARCHITECT SERVICE	.00	19,891.96	5,967.59	13,924.37	.00	100.00
9-1312-431-00-121-896-0-334	MCKEE #1-ENG & ARCH SRV	.00	9,837.08	4,345.60	5,491.48	.00	100.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**289,285.85**	**150,533.62**	**129,306.26**	**9,445.97**	**96.73**
9 YEAR		**45,000.00**	**341,720.24**	**177,547.53**	**133,977.91**	**30,194.80**	**91.16**

AI-15840 **23.C.1.**

Approval of Professional Engineering Services Agreement w/ DosLogistics/Pct. #2

CC REGULAR

Date: 06/08/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for discussion, consideration, and approval to execute a professional engineering (including developing plans, specifications, scope of work, etc) contract/agreement for the provision of general engineering services for, "Building/Structure Repairs and/or Renovations" on an as needed basis with Dos Logistics, as authorized & approved for negotiations by CC on 05/19/09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

9-1100-432-00-122-001-0-334 (avail. bal. $ 4,000.00)
9-1202-431-00-122-006-0-334 (avail. bal. $50,000.00)
9-1212-452-00-122-008-0-334 (avail. bal. $ 6,000.00)

*services are provided on an "as needed basis" to Pct. No.2. Funding will be determined at the time a work authorization is issued.

Attachments

Link: Draft Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/04/2009 12:28 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 01:12 PM	APRV
3	Roland Garcia	Rolando Garcia	06/04/2009 04:17 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Rocio Villarreal Started On: 06/03/2009 01:22 PM

Final Approval Date: 06/05/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DRAFT

AGREEMENT FOR PROFFESSIONAL SERVICES

THIS AGREEMENT is made, by and between **Hidalgo County Precinct 2,** acting herein by and trough

the Commissioner's Court, herein after called the **"Owner"**, and **Dos Logistics, Inc**. professional engineers of Weslaco, Texas hereinafter called the **"Engineer".**

WEITNESSETH:

Whereas the **Owner** desires to contract with the **Engineer** to provide professional engineering services for Applications for non-housing activities related to On- Call Engineering Services (On an as Needed Basis) project for The **Hidalgo County Precinct 2** herein after referred to as the Project.

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

ARTICLE 1.Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the **Owner** agrees to pay The **Engineer** compensation as stated in the articles to follow.

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

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

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

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

2.4 Non-Exclusive Services of Engineer Hidalgo County Precinct 2 reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

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

3.1 Termination Date. This Agreement shall be for a period of one (1) year; (hereinafter referred to as the **"Termination Date"**), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer,** followed by written confirmation from the **Owner** to the **Engineer** to that effect. The

thirty-day notice may be waived as agreed in writing by both the **Owner** and the Engineer. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate 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) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(2) 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**.

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

(4) 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 change 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** obligation 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 either party and shall be cumulative.

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

ARTICLES 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 designed 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 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** deliverable by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

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

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

5.1 Services. For and in consideration of the Services to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for **Services**, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "DI"-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 (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**. Investigation 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 certifications of force account construction performed by the **Owner**; preparation of change order for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payment 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 a **"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 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 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 **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) 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**;

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 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 Authorizations.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period establish 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 the 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**.

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

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

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

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

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. The 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 were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for additional work 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, rebate 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, drawing,

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 the Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subcontract by written sub-consultant to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. No subcontract relieves the Engineer of any responsibilities under this Agreement.

The **Engineer,** and the **Owner**, does hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this Agreement and the successors, executors, administrators, and assigns to 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 funished 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 of 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 **Owners**, 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 terms of or as a result of the Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purpose; 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 official 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 restriction by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purpose of this Article.

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

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

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from

errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omission 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 omission of for clarification of any ambiguities until after the construction phase foe the **Project** has been completed.

17. 3 Warranties

(a) The **Engineer** warrant that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and I 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 confident established between it and the **Owner** by this Agreement. The **Engineer** covenant with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws regulations, codes, ordinance, 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, statues and ordinance then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind what 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** envision the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable person 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 results 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 effort to obtain from all vendors of equipment and material, 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 resource, 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 consultant (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, judgment 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 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 act the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expenses, 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 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 ultimate responsibility among such **Indemnitors** for the loss and expenses of any such indemnification shall be settled by separated proceeding and without jeopardy to any **Indemnitee**. The provision 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 indentified as follows.

(1) Worker's 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 Worker's 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 claims an 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 indentified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(Hidalgo County Precinct 2 Certificate of Insurance)** showing the said policy to be in full force and effect during the period of service, indentified in Article 3 hereto, for this Agreement. 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 requirement indentified 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 bona fide employee working solely for the **Engineer**, so solicit or secure the 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 form any person doing business or who reasonably speaking may do business with the **Owner** under the Agreement; the only exception allowed ore ordinary business meals. Any persons 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.

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. Dispute. 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 constructed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notice. All notice 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 Precinct 2

ENGINEER:
Dos logistic Inc
212 west 3rd street
Weslaco, TX 78596

The Address may be changed be 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 contract 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, recession, 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** expect 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.

(i) 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 a 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 representation and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITESS WHEREOF , the Engineer and the Owner have caused this **Agreement for Professional Services** to be effective as of the_____day of_____2009.

ENGINEER: Dos Logistics, Inc

BY: _____

Eric C. Ybarra

OWNER: Hidalgo County Precinct 2

By: _____

Commissioner Hector Palacios

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**
EXHIBIT F	**- Supplemental Agreement Form**

EXHIBIT "A"
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

I. GENERAL

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

(1) Authorization to the **Engineer** to begin work in accordance with Article 7 of this Agreement.

(2) Payment for work performed by the **Engineer** and accepted by the Owner in accordance with Article 5 and Article 6, both of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the Owner may have on file concerning the **Project**.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Provide a copy of the Engineering study, previously prepared by other parties contracted by the **Owner**.

II. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

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

Preliminary Engineering

(1) Attend the preliminary concept Conference coordinated and conducted by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Final Design

(1) Review and approve plan, specifications, and estimate (PS&E) for the **Project** or portions of the **Project** as prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

EXHIBIT "B"
Services to be Provided by the Engineer

The project will consist of On-Call Engineering Services as shown but not limited, to, the following.

A. Evaluation, analysis, recommendations, cost and time estimates, reports, permits, preplanning studies, preparation of preliminary and/or contract documents (including working drawings and specifications), field inspections and investigations, shop drawings review resolution of construction issues, coordination with permitting agencies, coordination with utilities, and coordination with other on call consultants as necessary.

B Provide services as necessary for, but not limited to, the following areas: land development, land re-development, storm water systems design, storm water management designs, roadway and parking lot designs, pavement analysis and design, signage, traffic flow studies, utility design, erosion and sediment control plans, periodic construction observation to verify compliance with plans and specifications, feasibility studies, Value Engineering Water Plan Design, Waist/Water Plant Design Hydrology & Hydraulic Analysis, Master Plan, Environmental Assessments Concrete Design, Concrete Design, Concrete Roadway, Steel Design, Commercial Building Design, Industrial Structures, Lift Station Design (above/underground) Hospital and other Instructional projects, Multistory Buildings Design, Timber Design, Bridge Design/Inspections, As Built Reviews, Analysis of Existing Structures, Dock Design, Windstorm Design/Inspections.

EXHIBIT "C"
Work Schedule

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

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

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

EXHIBIT "D"
CONTRACT RATE SCHEDULE

DOS LOGISTICS, INC.

LABOR:

JOB DESCRIPTION	Contract Rate** 2009	Contract Rate** 2010	Contract Rate** 2011	Contract Rate** 2012	Contract Rate** 2013	Contract Rate** 2014
Engineering						
Principal	$237.53	$249.41	$261.88	$274.97	$288.72	$303.16
Project Manager (VII)	$210.11	$220.62	$231.65	$243.23	$255.40	$268.17
Sr. Engineer (V)	$191.02	$200.57	$210.60	$221.13	$232.18	$243.79
Project Engineer(QA/QC)	$164.27	$172.49	$181.11	$190.17	$199.67	$209.66
Engineer (I) / (II)	$133.71	$140.40	$147.42	$154.79	$162.53	$170.65
Sr. Engineering Designer (III)	$141.62	$148.70	$156.13	$163.94	$172.14	$180.74
Environmental Scientist	$126.07	$132.37	$138.99	$145.94	$153.24	$160.90
Engineering Designer (I) / (II)	$95.51	$100.29	$105.30	$110.56	$116.09	$121.90
CADD Operator (I) / (II)	$82.22	$86.34	$90.65	$95.19	$99.94	$104.94
Secretary	$68.76	$72.20	$75.81	$79.60	$83.58	$87.76
Inspector	$95.00	$99.75	$104.74	$109.98	$115.48	$121.25

**These are the rates to be determined for each work authorization

NON-LABOR***
Mileage
Car Rental
Lodging (In states)
Meals
Air Travel
Overnight Carrier cost
GPS Equuuipment
Copies
Bond Plots
Color Plots
Mylar Plots

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

EXHIBIT "E"
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **Hidalgo County Precinct 2**, hereinafter called the "**Owner**", and **DOS LOGISTICS, INC**, professional engineers of Weslaco, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is the scope of work involves the developing of plans, specifications, and estimate, (PS&E) for the existing channel on City Water/Wastewater through ORCA.

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A"** –***Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 200_.

THE ENGINEER:
Dos Logistics, Inc.

BY: _____
Hugo P. Gonzalez Jr., P.E.

THE OWNER:
HIDALGO COUNTY PRESCIENT NO. 2

BY: _____
Commissioner Hector Palacios

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "F"

Supplemental Agreement 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 the **Hidalgo County Precinct 2**, hereinafter called the "**Owner**", and **Dos Logistics, Inc.,** professional engineers of _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ On-Call Engineering Services (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____ _____; and,

WHEREAS, it has become necessary to amend the contract to _____

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to _____
_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
Dos Logistics, Inc.

BY: _____
Eric Ybarra, President

OWNER:
HIDALGO COUNTY PRECIENT NO. 2

BY: _____
Commissioner Hector Palacios

LIST OF ATTACHMENTS

(as required)

AI-15816 **23.C.2.**

Supplemental Agreement #1 to WA #11 - Cesar Chavez Drainage Project

CC REGULAR

Date:	06/08/2009
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. 1 with R. Gutierrez Engineering Corporation Contract #C-08-381-09-16 in the amount not to exceed $66,000 adding estimated 40 Existing Easement/ROW Parcel of the existing drain ditch thus increasing Work Authorization No. 11 to a revised total of $87,500.00.

BACKGROUND

PO 620344 for Work Authorization NO. 11 approved on CCM 03/24/2009 AI-14634.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-040-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $23,500.00 Code 733 as of 6/2/2009.
Funding available in the amount of $4,500.00 Code 711 (pending) as of 6/02/2009

AI-15817 Inter-Dept. Transfer for 06/08/2009

Attachments

Link: Supplemental Agreement 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/04/2009 11:22 AM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 11:25 AM	APRV
3	Roland Garcia	Rolando Garcia	06/04/2009 02:58 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Yolanda Cisneros Started On: 06/02/2009 05:25 PM

Final Approval Date: 06/05/2009

R. Gutierrez Engineering Corporation

June 1, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Supplemental Agreement No. 1 to Work Authorization No. 11 – Boundary & Topographic Surveying for the Cesar Chavez Drainage Project
ENG08.024k

Dear Commissioner Palacios:

Enclosed are two original signature copies of the proposed Supplemental Agreement No. 1 to Work Authorization No. 11 of the 2008 Road & Bridge Contract. This supplemental agreement is to add to the scope of the work and to increase the maximum amount payable on the Work Authorization.

The scope of work is being increased by requiring the preparation of separate parcel surveys with metes and bounds for each different parcel of property that encompasses the existing Hidalgo County Irrigation District No. 2 (HCID#2) easement or right-of-way. These parcels will be used by the Hidalgo County Drainage District No. 1 (HCDD#1) in preparing an interlocal agreement to transfer the rights to the existing drain ditch from HCID#2 to HCDD#1.

The maximum amount payable under this work authorization will be increased by $66,000. This includes developing an estimated 40 parcels of the existing drain ditch. The actual amount to be paid under this work authorization will be based on the actual amount of parcels prepared. If the parcels prepared are less than the estimated amount, then the amount paid will be less than that shown.

If this Supplemental Agreement No. 1 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 11
Contract No. C-08-381-09-16

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 11 to Contract No. C-08-381-09-16, on the 24th day of March 2009, to provide professional engineering and surveying services for Topographic Surveying & Data Collection and Boundary Surveying for use in developing a proposed drainage improvement project, and it has now become necessary to revise the scope of work to include additional services;

WHEREAS, in Work Authorization No. 11, the estimated cost for services under the Work Authorization are not to exceed $21,500.00, and it has now become necessary to revise the estimated cost;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 11 as follows:

1. The scope of services is revised as follows:
   The ENGINEER will develop separate survey parcels with metes and bounds for each different parcel of property that together encompass the existing Hidalgo County Irrigation District No. 2 ditch easement or right-of-way between Alamo Road and the Alamo Drain, a distance of approximately 1.5 miles. There is an estimated 40 parcels to be developed for the project.

2. The estimated cost for services under this Work Authorization is not to exceed $87,500.00.

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 to Work Authorization No. 11, 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

Topographic
and
Boundary Survey

Estimated Fee

TASK	COST
Topographic and Boundary Survey Services Fee	
TOPOGRAPHIC SURVEY	$3,500
BOUNDARY SURVEY (Est. 5 Parcels @ $1800 per Parcel)	$9,000
RIGHT-OF-WAY MAP (1.0 MILES)	$3,000
EXISTING EASEMENT / R.O.W. PARCELS (Est. 40 Parcels)	$72,000
TOTAL (Suveying Services Fee)	**$87,500**

Note: Boundary Surveying will be billed for the actual amount of Parcels surveyed at the rate of $1,800 per parcel.

AI-15831 **23.D.1.**

Request for approval to execute agreements with L&G Engineering for FM 681 Project

CC REGULAR

Date:	06/08/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

a. Presentation for discussion, consideration, and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for, "FM 681 Project (from FM 2221 to SH 107) 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.

b. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 1 (with a estimated cost of $1,740,612.60) for "FM 681 (from FM 2221 to SH 107)" with L&G Engineering, to provide engineer services to Hidalgo County Precinct No. 3. C-09-192-06-08

c. Presentation for discussion, consideration, and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for, "FM 2221/FM 492 (from FM 681 to SH 364) 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;

d. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 1 (with a estimated cost of $875,185.40) for "FM 2221/FM 492 (from FM 681 to SH 364)" with L&G Engineering, to provide engineer services to Hidalgo County Precinct No. 3. C-09-192A-06-08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-123-070-0-841

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

BUDGETARY IMPACT:

For A, B: Pending approval of transfers (AI-15865 & AI-15863) on 6/08/09 CC with a total amount of $1,740,612.60.

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-123-071-0-841

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

BUDGETARY IMPACT:

For C, D: Pending approval of transfers (AI-15866 & AI-15867) on 6/08/09 CC with a total amount of $875,185.40.

Attachments

Link: Part I Agreement

Link: Part 2 Agreement

Link: Work Authorization

Link: Part I Agreement

Link: part II 2 agreement

Link: work authorization

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/04/2009 11:53 AM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 01:07 PM	APRV
3	Perla Lopez	Perla Lopez	06/04/2009 04:59 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Rocio Villarreal Started On: 06/03/2009 10:58 AM

Final Approval Date: 06/05/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-09-192-06-08

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting 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 the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for **"FM 681" (from FM 2221 to SH 107) (including Right-Of-Way Mapping and Right-Of-Way Acquisition)** for **Hidalgo County Precinct No. 3** hereinafter referred to as the **"Project**.

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

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such

services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

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

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

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly 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 is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be

requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

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

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

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

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

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

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

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

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

5.1 ***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 the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

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

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the

Engineer's own expense, may retain copies of such documents or any other data under this Agreement.

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

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

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

Owner upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

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

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such

infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this

Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 **Inventions**. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or

in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

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

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

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

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

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

17.3 Warranties.

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

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, 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 form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property

within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

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

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

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

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

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who,

in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

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

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively

"Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting 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	ENGINEER:	L & G Consulting Engineers , Inc.
	100 E. Cano, 2nd Floor		2100 West Expwy 83
	Edinburg, Texas 78539		Mercedes, Texas 78570

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

stated representations and warranties are made for the purpose of inducing the Owner to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 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: FM 2221 to SH 107

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
_X_ 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		
NO		1.	Route Location Studies*
NO		2.	Level of Service Analysis**
NO		3.	Traffic Evaluations and Projections
NO		4.	Develop Roadway Design Criteria
NO		5.	Preliminary Cost Estimates
NO		6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
NO		7.	Preliminary Right-of-Way Requirements
NO		8.	Design Concept Conference
		9.	Soil Core Hole Drilling
NO			a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements)
NO			b. Retaining Walls (See Section 10, page 10-1 Thru 10-2 for requirements)
NO			c. Miscellaneous Structures (See Section 10, page 10-4 for requirements)
NO			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.

NO 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.

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.

4. Noise and Air Quality Analyses

NO 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.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By: Engineer	County	
		NOTE: No work involving right-of-way (ROW) data is to be performed until the state has given the engineer written approval of the final location of the proposed ROW lines.
	YES	1. Ownership Data in a .dgn file a. Ownership Information shall be determined (Preliminary Title Data) for a distance of 3/4 miles before and after each existing or proposed overpass. b. Compensable utility ownership rights on TxDOT ROW shall be researched and provided. c. For each drainage outfall property preliminary ROW identification will be shown. d. For each irrigation structure pipe. e. Mailing list of owners on both side of the expressway for the project limits.
	YES	2. Parcel plats & Right-of-Way Map a. A ROW map, parcel plats and field notes shall be prepared and furnished. b. ROW map and field notes shall be revised as required due to changes in Highway Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS). c. ROW map must depict all improvements affecting ROW.
	YES	3. Utility Adjustments a. Highway Design Data shall be furnished by the Engineer to the County and TxDOT for joint coordination with Utility Companies of the needed Utility Adjustments.
	YES	4. Field Notes a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map (metric and english units) b. Control of Access Descriptions for all parcels on Designated Controlled Access Highways. c. Computation Sheets for Survey Closure and Area for Each Parcel. d. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.
	YES	5. Survey and Stake Right-of-Way
	YES	6. Records as Required by the County and TxDOT a. Records used to establish ownership

Services Provided By:
Engineer County

YES

7. General Guidelines for Preparation of Right-of-Way Maps

a. All procedures involving ROW maps, surveys and field notes shall be in conformance with the State's Right-of-Way, Book I and Book II, except as provided herein and in accordance with the Texas Board of Professional Land Surveying Practices Act.

b. The **engineer** shall be responsible for completing the title sheet as required and formatted by TxDOT and as discussed in Book II of the Right of Way Manual.

c. Preliminary and completed work shall be submitted as requested by the district.

d. The **engineer** shall maintain a direct line of communication and coordinate very closely with the district's design staff, through the district engineer, throughout the project.

e. (1) Minimum mathematical calculations relative to field note data are: (a) area of taking, if expressed in metric, will be carried to three decimal places or, if expressed in square feet, will be rounded to the square foot, (b) distances will be given to the nearest metric units and hundredth of a foot and (c) bearings will be carried to the nearest second. Data contained in the field notes and shown on the map shall be identical. More precise calculations may be requested by TxDOT.

(2) Calls within the body of the field notes shall be written to identify property lines and the existing and proposed ROW lines.

f. Project base line is to be drawn and stationed on the ROW map.

g. Minimum size lettering is to be 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD) on all ROW maps, unless otherwise authorized in writing by TxDOT.

h. As soon as property lines and parent tracts can be determined, the engineer shall submit a preliminary map for review of parcel numbers and guidance early in the development process.

i. Zip-a-tone or similar products shall not be used on map sheets.

j. All field notes and plats shall be signed, dated and sealed by a Registered Professional Land Surveyor or Licensed State Land Surveyor.

k. The ROW map sheets shall be ink or Mylar type tracing film or as otherwise authorized by TxDOT.

l. Field note data for all parcels shall be furnished on diskettes or tapes that are compatible with TxDOT.

m. THE SURVEYOR SHALL BE LIABLE FOR ALL SURVEYING MISTAKES AND SHALL BE RESPONSIBLE AT HIS SOLE EXPENSE FOR CORRECTION OF ALL ERRORS.

n. TxDOT Plan Checklist will be adhered to.

FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By: Engineer	County	
		1. Field Surveying
NO	YES	a. Primary Project Control - 3 to 5 miles spacing Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer. (1) Establish horizontal control points (2) Establish vertical control points
YES	YES	b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans. • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. (1) Project control base lines
NO		(2) Photogrammetric ground control
NO		(a) Establish horizontal control
NO		(b) Establish vertical control points
NO		(c) Place and maintain control point targets
YES	NO	c. Other Field Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Recover and/or re-establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals and along each outfall identified on Exhibit A & B. The BM's shall be #5 I.R. 2-ft in depth set in concrete. A H&V Book will be provided by the Engineer to the Surveyor and the surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D 3D) on voided sections identified on CD provided by the engineer.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

Services Provided By: Engineer	County	
YES	NO	(10) Tie to existing underground and overhead utilities (location, elevation and direction) Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down. Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
YES	NO	(11) Additional Field Surveying as shown below: (A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer. (B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on Exhibit A and B **Driveways and Turnouts** (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
YES	NO	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
NO	NO	(14) Soil core hole staking -
YES	NO	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
YES	NO	(16) Profiles of existing drainage facilities
NO	NO	(17) Measurement of hydraulic opening under existing bridges
YES	NO	(18) Obtain elevations of manholes and valves of utilities
YES	NO	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
YES	NO	(20) Ties to existing bridges or culverts that may conflict with new construction.
N/A	N/A	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
YES	N/A	(22) Inventory signs, mailboxes, and driveways
YES	N/A	(23) Survey controlled data sheets per TxDOT guidelines.

Services Provided By: Engineer	County	
N/A	N/A	2. Photogrammetric Products a. Uncontrolled Photography (1) Contact Prints (2) Mosaics (3) Digital ortho plots b. Mapping (1) Planimetric Maps (2) Contour Maps (3) Cross Sections (4) Profiles (5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By:
Engineer COUNTY

1. Geometric Design

NO NO a. Horizontal and Vertical Alignment
NO NO b. Schematic Layout (Completed)
(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
(5) The tentative ROW limits.
(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
(b) Provide a graphics file containing the approved schematic.
(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
(8) The control of access lines if Interstate or designated under House Bill 179.
(9) Direction of traffic flow on all roadways.
(10) Location and width of median openings for highway without access control.
(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

Services Provided By: Engineer	COUNTY	
NO	NO	2. General Guidelines for Project Development

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable.

   The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

N/A	NO	3. Exhibit for Airway/Highway Clearance Permits

Services Provided By: Engineer	COUNTY	
		4. Grading Design
YES	NO	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate.
YES	NO	b. Typical Sections
YES	NO	c. Design Cross Sections
YES	NO	d. Determine Cut and Fill Quantities
YES	NO	e. Slope Stability Analysis
N/A	N/A	f. Embankment Foundation Stability Analysis
N/A	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
YES	NO	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
YES	NO	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
NO	NO	(a) Along center line
YES	NO	(b) Along center line of each roadway The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)
YES	NO	(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d. Traffic Data for Pavement Design by **STATE**
YES	NO	e. Basic Design Criteria
YES	NO	f. Life Cycle Cost Analysis(es)
YES	NO	g. Cost Data
YES	NO	h. Pavement Material Properties

Services Provided By:
Engineer COUNTY

5. Pavement Design (Continued)

YES NO i. Rehabilitation Investigations

YES NO (1) Core Hole Survey (Show cost estimate with Function Code 110)
(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By:
Engineer COUNTY

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the **COUNTY**.

1. Hydrologic Studies, Discharges

YES	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination

2. Hydraulic Drainage Study and Documentation

		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
YES	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
YES	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
YES	NO	(8) Storm Water Management facilities
YES	N/A	(9) Other
		(a) Irrigation Canals/Siphons
		(b)
NO	NO	b. Hydraulic report(s)
YES	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted

Services

Provided By: Engineer	COUNTY		
		3.	Layout, Structural Design and Detailing of Drainage Features
		a.	Culverts
YES	NO		(1) New culverts
YES	NO		(2) Culvert widening and/or lengthening
YES	NO		(3) Culvert replacements
		b.	Storm sewers
YES	NO		(1) New storm sewers
YES	NO		(2) Modify existing storm sewers
YES	NO		(3) Inlets
YES	NO		(4) Manholes
YES	NO		(5) Trunk lines
		c.	Pump stations
NO	NO		(1)
YES	NO	d.	Subsurface drainage at retaining walls
YES	N/A	e.	Outfall channel(s) within the ROW
YES	NO	f.	Outfall channel(s) outside the ROW
NO	NO	g.	Detention Pond(s) within the ROW
NO	NO	h.	Detention Pond(s) outside the ROW
YES	NO	i.	Summary of Quantities
NO	NO	j.	Storm Water Management facilities
YES	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5.	Scour Evaluation - Waterway Structures Only (to be completed by Bridge Engineer under FC 170).

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services Provided By:
Engineer COUNTY

YES NO 1. Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (11) Quantities of existing pavement markings to be removed
   (12) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the **STATE** (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES NO 2. Summary of Small Signs Tabulation

YES NO 3. Summary of Large Signs Tabulation including all Guide Signs

YES NO 4. Sign Detail Sheets
   a. All signs except route markers
   b. Design details for large guide signs
   c. Dimensions of letters, shields, borders, corner radii etc.
   d. Designation of shields attached to guide signs
   e. Designation of arrow used on exit direction signs

Services Provided By: Engineer	COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
YES	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	(2) Photographs as appropriate
YES	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
YES	NO	(a) Existing
YES	NO	(b) Estimated
YES	NO	(c) Projected
YES	NO	(d) Pedestrian
YES	NO	(5) Traffic Survey - Count Analysis
YES	NO	(6) Recommendation based on above data
YES	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)

Services Provided By:
Engineer COUNTY

5. Traffic Signals (Continued)

(9) Phase sequence diagram(s)

(a) Signal locations
(b) Signal indications
(c) Phase diagram
(d) Signal sequence table
(e) Flashing operation (normal and emergency)
(f) Preemption operation (when applicable)
(g) Interval timing, cycle length and offset

(10) Construction detail sheets(s)
(a) Poles (TxDOT standard sheets)
(b) Detectors
(c) Pull Box and conduit layout
(d) Controller Foundation standard sheet

(11) Marking details (when applicable)

(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions

(13) Aerial or underground interconnect details (when applicable)

c. General Requirements

(1) Contact local utility company

YES NO (a) Confirm power source
YES NO (b) Discuss route of aerial or underground interconnect cable (when applicable)
YES NO (c) Adjustment of overhead utility lines
YES NO (2) Prepare governing specifications and special provisions list
YES NO (3) Prepare project estimate

YES NO d. Summary of Quantities

MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services Provided By: Engineer	COUNTY	
		1. Retaining Walls
		a. Structural Details
NO	NO	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at _all_ locations. (Layouts Only)**
NO	NO	(1) Mechanically Stabilized Earth
NO	NO	(2) Concrete Block Wall Systems
NO	NO	(3)
NO	NO	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
NO	NO	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint*** or intervals****
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e. Foundation Studies (Show cost estimate with Function Code 110)
NO	NO	The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f. Stability Analysis (the Engineer shall estimate this task as part of his bid to complete the work).
NO	NO	g. Estimate
NO	NO	h. Summary of Quantities
NO	NO	i. Typical X-section.

Services
Provided By:
Engineer COUNTY

1. Retaining Walls (continued)

YES

j. General Guidelines for Retaining Walls
   (1) The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
   (2) The ground water level should be observed at the water strike.
   (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

YES NO 2. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. The sequence of construction and method of handling traffic during each phase.
b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
c. The proposed traffic control devices (stop signs, signals, flagperson, etc.) at grade intersections during each construction sequence.
d. Where detours are provided, typical cross sections shall be shown.
e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

Services Provided By: Engineer	COUNTY	
		3. Illumination
YES	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout
		(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
		(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
		(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
		(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
		(d The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
		(e) Tentative ROW limits
		(f) Direction of traffic flow on all roadways
		(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
YES	NO	b. Final Roadway Illumination and Electrical Circuit Layouts
		(1) Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use department standard symbols for lighting and electrical.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
		(9) Existing service poles, electrical circuits, ground boxes, etc.
		(10) Contact electric utility for service pole locations, voltage characteristics.
		(11) Location of proposed sign lighting circuits and roadway illumination.
		(12) Proposed electrical circuits.
		(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
YES		c. General Guidelines for Illumination (If applicable)
		The **Engineer** shall submit to the **COUNTY**, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the **STATE**. Two copies of the layout sheets are to be submitted. One copy will be returned to the **Engineer** showing corrections that are to be made by the **Engineer**. When final plan submission is made, the **Engineer** shall provide a written statement regarding completion of the corrections.

Services Provided By: Engineer	COUNTY		
		4.	Miscellaneous Drafting/Standards
YES	NO		a. Erosion Control
NO	NO		b. Landscape Development
YES	NO	5.	Compute and Tabulate Quantities
NO	NO	6.	Special Utility Details (Irrigation lines)
		7.	Miscellaneous Structures
			a. Type of Structure*
			(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO		(a) New O.S.B. structure(s)
NO	NO		(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO		(2) High Mast Illumination Poles (HMIP)
YES	NO		(3) Traffic Signal Supports
NO	NO		(4) Conventional Illumination Poles
NO	NO		(5) Sound Barrier Walls
YES	NO		b. Checklist for Layouts
			(1) Reference appropriate O.S.B. standard
			(2) Drilled shaft size and length
			(3) Soil strength used for design {indicate basis and boring(s) used}
			(4) Design height
			(5) Tower heights
			(6) Leg spacings
			(7) Design wind speed
YES	NO		c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8.	Agreements
YES	NO		a. Utility Agreements
YES	NO		b. Exhibits for Utility Agreements
N/A	NO		c. Railroad Agreements
			d. Railroad Exhibits
N/A	N/A		(1) Railroad Underpasses
N/A	N/A		(2) Railroad Overpasses
N/A	N/A		(3) Railroad Grade Crossing (Replanking)
N/A	N/A		(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A		(5) Other Miscellaneous Sketches for Railroads
NO	NO		e. Traffic Signal Agreements
NO	NO		f. Exhibits for Traffic Signal Agreements
YES	NO	9.	Estimate
YES	NO	10.	Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: Engineer	COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	_____
NO	NO	(2) Overpass(es)	_____
N/A	N/A	(3) Main Lanes	_____
N/A	NA	(4) Direct Connector(s)	_____
N/A	N/A	(5) Ramp Bridge(s)	_____
NO	N/A	(6) Waterway Structure(s)**	_____
N/A	N/A	(7) Pedestrian Structure(s)	_____
N/A	N/A	(8) Utility Structure(s)	_____
N/A	N/A	(9) Railroad Underpass(es)	_____
N/A	N/A	(10) Railroad Overpass(es)	_____
N/A	N/A	11) Bridge Classification Culvert(s)**	
N/A	N/A	(11) Alternate Structural Designs	_____
N/A	N/A	(12) Alternate Foundation Design	
		Total New Structures =	_____
		b. Existing Structure(s)	_____
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	_____
NO	NO	(2) Bridge Replacement	_____
NO	NO	(3) Raising Bridge Elevation	_____
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____
N/A	N/A	(5) Railroad Overpass(es)	_____
N/A	N/A	(6) Railroad Underpass(es)	_____
N/A	N/A	(7)	_____
		Total Existing Structures =	0

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the **engineer** should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: Engineer	COUNTY	
NO	NO	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and superelevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

Services
Provided By:
Engineer COUNTY

2. Preparation of Bridge Layouts (each bridge) (Continued)

b. Bridge Layouts (ELEVATION)
(1) Type of foundation.
(2) Finished grade elevations at beginning and end of bridge.
(3) Overall length of structure.
(4) Length, type of spans and units.
(5) Type of railing.
(6) Minimum calculated vertical clearance(s).
(7) Existing and proposed ground lines clearly marked.
(8) Grid elevations and stations.
(9) Bent numbers encircled.
(10) Stationing of bridge compatible with grid stations.
(11) Standard title.
(12) Profile grade data.
(13) Type of riprap.
(14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
(15) Fixed/expansion condition of all bents.
(16) Column "H" heights.
(17) Number, size and length of foundations.

c. Additional layout requirements for waterway structures and bridge classification culverts.
(1) Design and 100-year peak discharges.
(2) Design and 100-year high water (HW). (Recorded HW and date if available.)
(3) Natural and through-bridge velocities for design and 100-year floods.
(4) Calculated backwater for design and 100-year floods.
(5) Direction of flow for waterway crossings.
(6) Contours for water crossing.

YES NO 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)

YES NO 4. Foundation Studies (Show cost estimate with Function Code 110)
The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).

YES NO 5. Bridge Total Quantities and Cost Estimates (each bridge)

YES NO 6. Bridge Special Provisions and Specifications (each bridge)

YES NO 7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

Services
Provided By:
Engineer COUNTY

YES 8. General Guidelines for Bridge Design

a. The **engineer** shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
  - Railroad Companies
  - FHWA
  - U.S. Army Corps of Engineers
  - U.S. Coast Guard
  - Bureau of Reclamation
  - Texas Parks and Wildlife
  - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the **engineer's** design schedule should reflect this.

b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
Engineer COUNTY

8. General Guidelines for Bridge Design (Continued)

   d. The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The **engineer** shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the **engineer** upon request. These standards shall not be redrawn by the **engineer** nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the **engineer** shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

FC 600 **– ACQUISITION PROVIDER SERVICES**

(Services to be provided by L&G Engineering)

1) Project Administration

a) Negotiation of Scope of Services for Work Authorization
   i) Acquisition Provider will visit project site with City personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office
      (1) No Joint Use of City or TxDOT facilities
      (2) Open during normal City and State work hours
      (3) Personnel available to answer questions
      (4) Availability of Project Files
      (5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the City.
   iii) Prepare initial property owner contact list for use by the City in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the City's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the City office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by City at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to City of Mission. Written approval by the City required for any exception.

3) Appraisal

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the City/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable City/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to City/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the City of Mission.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the City.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the City.

4) Appraisal Review

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/City policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to City the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the City.

5) Appraisal Updates

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to City/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to City/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the City of Mission.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the City.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the City.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

a) Analyze appraisal and appraisal review reports and confirm the City's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by City/TxDOT on applicable City/TxDOT forms.

d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to City any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with City/TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the City Attorney.

7) Closing Service Fees

a) Coordinate with City and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the City.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to City for acceptance by the City Council or City Commissioners.

8) Relocation Assistance Services

1) There are an estimated 12 relocations or displacements for this contract and L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

2) L&G will provide advisory services to business displacements and relocate them effectively.

3) TxDOT will review, approve and pay for all relocation costs as per ROW Agreement.

9) **Condemnation Support**

a) Pre-Hearing Support
   i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
   ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable
   iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
   iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the City Office for submission to the City Attorney's office.
   v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
   vi) Upon receipt of packet prepared by the City Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the City Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.
   vii) The City attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.
   viii) Upon assignment of a court, the City Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
   ix) Following appointment of Special Commissioners by the judge, the City shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
   x) The City shall file all originals with the court and send copies marked "copy" to L & G Engineering.
   xi) The City Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
   xii) The City Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, City will approve the new value and the City's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
   xiii) The City Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the City, Appraiser, and Negotiator.

xiv) After the hearing is set, the City Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
xv) Once the notices have been served, the City Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
xvi) The City's Attorney shall send a reminder letter 2-3 weeks in advance to the City Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

d) Post Hearing Support (by City Attorney)
i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo County clerk's office.
ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the City, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
v) Send the Commitment and the Award to City, along with individual special commissioner's billing requesting the payment for their fees.
vi) File City warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the City Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the City Attorney's office for his further handling in accordance to the Eminent Domain process by the City.

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The **ENGINEER** shall be responsible for delineating easements. The **ENGINEER** will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The **ENGINEER** shall furnish the **COUNTY** prints of a project layout which will be distributed by **ENGINEER** to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the **ENGINEER** shall distribute to the various utility companies and request return. Upon return of these prints, the **ENGINEER** will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The **ENGINEER** is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the **COUNTY**. The **ENGINEER** shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Whenever possible, use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The **Engineer** shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the **COUNTY's** Director. Any replacements to the **Engineer's** designated Project Manager/Engineer must be approved by the **COUNTY**.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADDSEALed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The **engineer** is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **COUNTY** and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The **Engineer** shall promptly make necessary revisions or corrections resulting from the **Engineer's** errors, omissions or negligent acts without additional compensation. Acceptance of the work by the **COUNTY** will not relieve the **Engineer** of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the **COUNTY** shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the Company.

If required, the **engineer** shall provide to the **COUNTY**, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the **COUNTY's** computer system.

CD Tape Required (YES or NO): **YES**

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The **engineer** will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E ROW Acqusition Services	Mission Office

The work effort will be managed out of the Mission (City)

office located at 900 South Stewart Rd. (Address),

Mission (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the COUNTY.

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The **engineer** shall be responsible for completing the title sheet as required and formatted by the **STATE** and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the **engineer**.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the **STATE** and consequential redesign and adjustments.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

12. Culvert Cross Sections and Details
    District standard reproducible sheets can be furnished (one each) to the **engineer** for modification of special designs.

13. Manhole and Inlet Details
    District standard reproducible sheets can be furnished (one each) to the **engineer**.

14. Miscellaneous Detail
    Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
    Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
    Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
    A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout: (1) Drilled shaft size and length (2) Soil strength used for design {indicate basis and boring(s) used} (3) Design height (4) Tower height (5) Leg spacings and (6) Design wind speed. The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the **engineer**.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: Engineer	COUNTY	
YES	N/A	Title Sheet
YES	N/A	Project Layout
YES	N/A	Sequence of Work
YES	N/A	Detour Layouts & Profiles
YES	N/A	Construction Pavement Markings
YES	N/A	Signing & Barricades
YES	N/A	Construction Sign & Beacons
YES	N/A	Typical Sections
YES	N/A	Shaping & Finishing Sections
YES	N/A	Slopes Adjacent to Shoulders
YES	N/A	Estimate & Quantities
YES	N/A	General Notes & Specification Data
YES	N/A	Grading Summary
YES	N/A	Miscellaneous Summaries (See following "SUMMARIES" heading)
YES	N/A	Horizontal Curve Data & Alignment Layouts
YES	N/A	Drainage Summaries
YES	N/A	Structure Summaries
YES	N/A	Erosion Control Summary & Details
YES	N/A	Plan/Profile Sheets
YES	N/A	Erosion Control Summary & Details
YES	N/A	Pavement Contours
YES	N/A	Superelevation Transition (If Required)
YES	N/A	Grading Contours
YES	N/A	Guard Fence Layouts
YES	N/A	Storm Water Pollution Prevention Plans (SW3P)
YES	N/A	Drainage Area Maps
YES	N/A	Hydraulic Data
YES	N/A	Drainage Sheets
YES	N/A	Bridge Hydrology Sheets
YES	N/A	Inlet & Manhole Details
YES	N/A	Utility Support Details
YES	N/A	Culvert Cross Sections & Details
YES	N/A	Special Culvert Designs
YES	N/A	Special Drainage Details
YES	N/A	Chain Link Fence Locations
YES	NO	Ramp Details Sheet
YES	N/A	Removal Item Sheet - Including detours (Shown in detour summary, No payment for removal; subsidiary to construction detours)
YES	NO	Pavement Details
N/A	N/A	Pavement Standard Modification for Concrete Shoulder
N/A	N/A	Concrete Pavement Continuously Reinforced (CPCR)

APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services Provided By: Engineer	COUNTY	
N/A	N/A	Concrete Pavement Contraction Design (CPCD)
N/A	N/A	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
YES	N/A	Bridge Approach Slab Details
YES	N/A	Vehicle Attenuator Details
YES	N/A	Miscellaneous Details
YES	N/A	Wheelchair Ramps
YES	N/A	Pavement Marking Details
YES	N/A	Modified Standards
YES	N/A	List of Standards
YES	N/A	Permanent Signing Plans & Quantities
YES	N/A	Permanent Lighting Plans, Quantities & Standards
YES	N/A	Bridge Layout(s)
YES	NO	Bridge Details
YES	N/A	Retaining Wall Layout(s)
YES	N/A	Retaining Wall Details
N/A	N/A	Pumphouse Details
YES	N/A	Underdrain Details (Retaining Walls)
YES	N/A	Culvert Standards
N/A	N/A	Soil Profile
YES	N/A	Temporary Traffic Signals
YES	N/A	Design Cross Sections
YES	NO	Estimate
YES	N/A	List of Standard Specification, Special Provisions & Special Specifications
YES	N/A	Detour Special Provisions (If Required)
YES	N/A	Construction Time Estimate
NO	N/A	Critical Path Method (CPM)
YES	NO	Unit Price Documentation

APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services Provided By: Engineer	COUNTY	

Miscellaneous

YES	N/A	Conduit Requirements
YES	N/A	Traffic signal Requirements

Summaries **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**

___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
NO	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

PROJECT: FM 681
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

5/28/2009

TASK AND DESCRIPTION	2009												2010												2011				
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
ROW Mapping																													
Design Surveys																													
Final ROW Map, Parcel Sketches and Field Notes																													
ROW Acquisition (Anticipated FONSI Sept. 2009)																													
Project Administration																													
Coordination with County and TxDOT																													
Preliminary Administrative & Acquisition Process																													
Title Commitments																													
Appraisal Reports																													
Appraisal Review Reports																													
Appraisal Update Reports																													
Approved Values by TxDOT																													
Acquisition Negotiation Offers																													
Title Curative Process																													
Title Commitment Updates																													
Payments for Parcels																													
L&G Condemnation Support Process																													
Eminent Domain Proceedings by County																													
Title Insurance Policies - Negotiations/ED																													
Consummation of Outstanding Cases																													
PS&E																													
Complete Intersection Layouts																													
Roadway Design, x-sections, earthwork, etc.																													
Design Hydraulic Structures, Outfalls, etc.																													
Design Storm Drain System																													
Signing and Pav't Markings																													
Traffic Control Plan																													
Utility Coordination																													
Specifications, General Notes, Estimates																													
TxDOT Review																													
REVISIONS BY L&G AS RECEIVED FROM TXDOT																													
TxDOT PROCESS FOR LETTING AT AUSTIN																													
Estimated Construction Letting																													
Construction																													
Construction Inspection assisting TxDOT																													

ESTIMATED 18 MONTHS CONSTRUCTION

L&G ENGNEERING TASK
TxDOT TASK
COUNTY TASK

ATTACHMENT D ENGINEERING AND RIGHT-OF-WAY ACQUISTION FEE
ESTIMATE FOR FM 681
FY 2009 - FY 2011 PROJECT

ROADWAY PROJECT:	**FM 681 (MILE 7)**
LIMITS:	FM 2221 to SH 107
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	$7,524,000.00
LENGTH:	1.80 Miles

ESTIMATED PROJECT COSTS	*STATE*	*LOCAL*
ROADWAY CONSTRUCTION COST	$7,524,000.00	
Construction Cost		
PHASE I - PLANNING& DESIGN		
Schematic		PD
Field Surveys for Schematic	PD	$ -
Environmental Assessment (includes Historical and Archival)		PD
Public Involvement for County (I public meeting and I public hearing)		PD
Field Surveys for Design and Construction		$ 115,847.32
PS&E Development (8% of Const)		$ 601,920.00
Signal,Pv't Mrkings and Sign Design		$ 81,509.43
PHASE II - RIGHT OF WAY COSTS		
Compensible Utilities	$ 339,622.64	$ 5,094.34
Estimated ROW Parcels		53
ROW Map (@ $3100/parcel)		$ 164,300.00
Roadway Right-of-Way Costs - @ $3.50 average/sq ft	$ 2,583,294.79	$ 38,716.98
Relocation Costs (Estimated 8 Relocations)	$ 169,811.32	$ -
Roadway Right-of-Way Costs - Acq.Services (Est. 53 Parcels) please reference the sheet 2 of 2 of this attachment		$ 707,752.83
PHASE III - CONSTRUCTION		
TxDOT Construction Inspection (11%)	$ 827,640.00	
L&G Construction Management		$ 30,566.04
SUB-TOTAL	**$11,444,368.75**	**$1,745,706.94**
TOTAL PROJECT COST		**$ 13,190,075.70**

TOTAL PROPOSED ENGINEERING AND ROW ACQUSITION FEE **$ 1,740,612.60**

HIDALGO COUNTY PCT #3 BUDGET SCHEDULE			
ENGINEERING	**FY 2009**		$ 963,576.75
ENGINEERING,UTILITIES & ROW ACQUISITION	**FY 2010**		$ 397,687.74
MANAGEMENT & ROW ACQUISITION	**FY 2011**		$ 384,442.45

State Estimated Cost

Local Estimated Cost

Total Project Estimated Cost

EXHIBIT "D" FEE SCHEDULE
L&G ENGINEERING's ROW ACQUISITION SERVICES
PROJECT FM 681 From FM 2221 to SH 107
CSJ: 0669-01-043

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		$117,373.58				9,526.42			$48,000.00	$174,900.00
53 parcels (CSJ:0669-01-043)	$2,200.00	**	$600.00	$2,700.00	$800.00	*	$3,500.00	$200.00	***	$530,000.00
Total of Work Authorization										**$704,900.00**

(*) Appraisal Updates. We are estimating a 33% of the parcels to require updates and are subsidiary to charges of appraisalsat $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	2717	$1,494
Reproduction Costs	EA	$0.20	6792	$1,358
Total Direct Expenses				**$2,853**

TOTAL L & G ENGINEERING PROJECT COSTS **$707,752.83**

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

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

_____

_____

_____

_____.

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:

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

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:

1. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 07/01/08

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.
Hilb Rogal & Hobbs (956)682-9423 FAX(956)687-1286 1400 N McColl Rd Suite 105 McAllen, TX 78501	

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Fidelity & Guaranty Insurance Compan	35386
INSURER B: SOUTHERN VANGUARD INSURANCE COMPANY	
INSURER C: Ace American Insurance Company	22667
INSURER D:	
INSURER E:	

INSURED
L & G Consulting Engineers Inc
dba L & G Engineering
2100 W Expressway 83
Mercedes, TX 78570

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PACP2822L500TLC08	07/19/08	07/19/09	EACH OCCURRENCE	$2,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$2,000,000
						GENERAL AGGREGATE	$4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$4,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
A		AUTOMOBILE LIABILITY	PACP2822L500TLC08	07/19/08	07/19/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS					
		[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[X] HIRED AUTOS					
		[X] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSV000268001	07/23/08	07/23/09	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				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	CANCELLATION
County of Hidalgo 100 E Cano Edinburg, TX 78539	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

© ACORD CORPORATION 198

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

HIDALGO COUNTY

Professional Engineering Services

Contract # C-09-192-06-08

Work Authorization Form EXHIBIT E

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes _____,Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation of ROW Mapping, Surveying, Right-Of-Way Acquisition Services and Roadway Design for the reconstruction of FM 681from FM 2221 to SH 107.

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 $1,740,612.60. 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:

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

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 "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: 0862-01-037, etc.

Project/Description: PS&E Design, Right-of-Way Mapping, and Acquisition Services for FM 2221

Length: Variable

Highway: FM 2221/FM 492

Limits: From FM 681 to 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
_X_ 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		
NO		1.	Route Location Studies*
NO		2.	Level of Service Analysis**
NO		3.	Traffic Evaluations and Projections
NO		4.	Develop Roadway Design Criteria
NO		5.	Preliminary Cost Estimates
NO		6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
NO		7.	Preliminary Right-of-Way Requirements
NO		8.	Design Concept Conference
		9.	Soil Core Hole Drilling
NO			a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements)
NO			b. Retaining Walls (See Section 10, page 10-1 Thru 10-2 for requirements)
NO			c. Miscellaneous Structures (See Section 10, page 10-4 for requirements)
NO			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.

NO 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.

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.

4. Noise and Air Quality Analyses

NO 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.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By: Engineer	County	
		NOTE: No work involving right-of-way (ROW) data is to be performed until the state has given the engineer written approval of the final location of the proposed ROW lines.
YES		1. Ownership Data in a .dgn file a. Ownership Information shall be determined (Preliminary Title Data) for a distance of 3/4 miles before and after each existing or proposed overpass. b. Compensable utility ownership rights on TxDOT ROW shall be researched and provided. c. For each drainage outfall property preliminary ROW identification will be shown. d. For each irrigation structure pipe. e. Mailing list of owners on both side of the expressway for the project limits.
YES		2. Parcel plats & Right-of-Way Map a. A ROW map, parcel plats and field notes shall be prepared and furnished. b. ROW map and field notes shall be revised as required due to changes in Highway Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS). c. ROW map must depict all improvements affecting ROW.
YES		3. Utility Adjustments a. Highway Design Data shall be furnished by the Engineer to the County and TxDOT for joint coordination with Utility Companies of the needed Utility Adjustments.
YES		4. Field Notes a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map (metric and english units) b. Control of Access Descriptions for all parcels on Designated Controlled Access Highways. c. Computation Sheets for Survey Closure and Area for Each Parcel. d. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.
YES		5. Survey and Stake Right-of-Way
YES		6. Records as Required by the County and TxDOT a. Records used to establish ownership

Services Provided By: Engineer	County
YES	

7. General Guidelines for Preparation of Right-of-Way Maps
   a. All procedures involving ROW maps, surveys and field notes shall be in conformance with the State's Right-of-Way, Book I and Book II, except as provided herein and in accordance with the Texas Board of Professional Land Surveying Practices Act.
   b. The **engineer** shall be responsible for completing the title sheet as required and formatted by TxDOT and as discussed in Book II of the Right of Way Manual.
   c. Preliminary and completed work shall be submitted as requested by the district.
   d. The **engineer** shall maintain a direct line of communication and coordinate very closely with the district's design staff, through the district engineer, throughout the project.
   e. (1) Minimum mathematical calculations relative to field note data are: (a) area of taking, if expressed in metric, will be carried to three decimal places or, if expressed in square feet, will be rounded to the square foot, (b) distances will be given to the nearest metric units and hundredth of a foot and (c) bearings will be carried to the nearest second. Data contained in the field notes and shown on the map shall be identical. More precise calculations may be requested by TxDOT.
      (2) Calls within the body of the field notes shall be written to identify property lines and the existing and proposed ROW lines.
   f. Project base line is to be drawn and stationed on the ROW map.
   g. Minimum size lettering is to be 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD) on all ROW maps, unless otherwise authorized in writing by TxDOT.
   h. As soon as property lines and parent tracts can be determined, the engineer shall submit a preliminary map for review of parcel numbers and guidance early in the development process.
   i. Zip-a-tone or similar products shall not be used on map sheets.
   j. All field notes and plats shall be signed, dated and sealed by a Registered Professional Land Surveyor or Licensed State Land Surveyor.
   k. The ROW map sheets shall be ink or Mylar type tracing film or as otherwise authorized by TxDOT.
   l. Field note data for all parcels shall be furnished on diskettes or tapes that are compatible with TxDOT.
   m. THE SURVEYOR SHALL BE LIABLE FOR ALL SURVEYING MISTAKES AND SHALL BE RESPONSIBLE AT HIS SOLE EXPENSE FOR CORRECTION OF ALL ERRORS.
   n. TxDOT Plan Checklist will be adhered to.

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By: Engineer	County	
		1. Field Surveying
NO	YES	a. Primary Project Control - 3 to 5 miles spacing Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer. (1) Establish horizontal control points (2) Establish vertical control points
YES	YES	b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans. • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. (1) Project control base lines
NO		(2) Photogrammetric ground control
NO		(a) Establish horizontal control
NO		(b) Establish vertical control points
NO		(c) Place and maintain control point targets
YES	NO	c. Other Field Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Recover and/or re-establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals and along each outfall identified on Exhibit A & B. The BM's shall be #5 I.R. 2-ft in depth set in concrete. A H&V Book will be provided by the Engineer to the Surveyor and the surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D 3D) on voided sections identified on CD provided by the engineer.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

Services Provided By: Engineer	County	
YES	NO	(10) Tie to existing underground and overhead utilities (location, elevation and direction) Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down. Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
YES	NO	(11) Additional Field Surveying as shown below: (A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer. (B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on Exhibit A and B **Driveways and Turnouts** (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
YES	NO	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
NO	NO	(14) Soil core hole staking -
YES	NO	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
YES	NO	(16) Profiles of existing drainage facilities
NO	NO	(17) Measurement of hydraulic opening under existing bridges
YES	NO	(18) Obtain elevations of manholes and valves of utilities
YES	NO	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
YES	NO	(20) Ties to existing bridges or culverts that may conflict with new construction.
N/A	N/A	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
YES	N/A	(22) Inventory signs, mailboxes, and driveways
YES	N/A	(23) Survey controlled data sheets per TxDOT guidelines.

Services Provided By: Engineer	County	
N/A	N/A	2. Photogrammetric Products a. Uncontrolled Photography (1) Contact Prints (2) Mosaics (3) Digital ortho plots b. Mapping (1) Planimetric Maps (2) Contour Maps (3) Cross Sections (4) Profiles (5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By:
Engineer COUNTY

1. Geometric Design

NO NO a. Horizontal and Vertical Alignment
NO NO b. Schematic Layout (Completed)
(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
(5) The tentative ROW limits.
(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
(b) Provide a graphics file containing the approved schematic.
(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
(8) The control of access lines if Interstate or designated under House Bill 179.
(9) Direction of traffic flow on all roadways.
(10) Location and width of median openings for highway without access control.
(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

Services Provided By: Engineer	COUNTY		
NO	NO	2.	General Guidelines for Project Development

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable.

   The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

N/A	NO	3.	Exhibit for Airway/Highway Clearance Permits

Services Provided By: Engineer	COUNTY		
		4.	Grading Design
YES	NO	a.	Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate.
YES	NO	b.	Typical Sections
YES	NO	c.	Design Cross Sections
YES	NO	d.	Determine Cut and Fill Quantities
YES	NO	e.	Slope Stability Analysis
N/A	N/A	f.	Embankment Foundation Stability Analysis
N/A	N/A	g.	Embankment Settlement Analysis
		5.	Pavement Design
YES	NO	a.	Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
YES	NO	b.	The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c.	Embankment and Subgrade
			(1) Soil Core Holes (Show cost estimate with Function Code 110)
NO	NO		(a) Along center line
YES	NO		(b) Along center line of each roadway The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)
YES	NO		(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d.	Traffic Data for Pavement Design by **STATE**
YES	NO	e.	Basic Design Criteria
YES	NO	f.	Life Cycle Cost Analysis(es)
YES	NO	g.	Cost Data
YES	NO	h.	Pavement Material Properties

Services Provided By:
Engineer COUNTY

5. Pavement Design (Continued)

YES NO i. Rehabilitation Investigations

YES NO (1) Core Hole Survey (Show cost estimate with Function Code 110)
(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By: Engineer	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the **COUNTY**.
		1. Hydrologic Studies, Discharges
YES	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
YES	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
YES	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
YES	NO	(8) Storm Water Management facilities
YES	N/A	(9) Other
		(a) Irrigation Canals/Siphons
		(b)
NO	NO	b. Hydraulic report(s)
YES	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted

Services

Provided By: Engineer	COUNTY		
		3.	Layout, Structural Design and Detailing of Drainage Features
		a.	Culverts
YES	NO		(1) New culverts
YES	NO		(2) Culvert widening and/or lengthening
YES	NO		(3) Culvert replacements
		b.	Storm sewers
YES	NO		(1) New storm sewers
YES	NO		(2) Modify existing storm sewers
YES	NO		(3) Inlets
YES	NO		(4) Manholes
YES	NO		(5) Trunk lines
		c.	Pump stations
NO	NO		(1)
YES	NO	d.	Subsurface drainage at retaining walls
YES	N/A	e.	Outfall channel(s) within the ROW
YES	NO	f.	Outfall channel(s) outside the ROW
NO	NO	g.	Detention Pond(s) within the ROW
NO	NO	h.	Detention Pond(s) outside the ROW
YES	NO	i.	Summary of Quantities
NO	NO	j.	Storm Water Management facilities
YES	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5.	Scour Evaluation - Waterway Structures Only (to be completed by Bridge Engineer under FC 170).

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services Provided By:
Engineer COUNTY

YES NO 1. Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (11) Quantities of existing pavement markings to be removed
   (12) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the **STATE** (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES NO 2. Summary of Small Signs Tabulation

YES NO 3. Summary of Large Signs Tabulation including all Guide Signs

YES NO 4. Sign Detail Sheets
   a. All signs except route markers
   b. Design details for large guide signs
   c. Dimensions of letters, shields, borders, corner radii etc.
   d. Designation of shields attached to guide signs
   e. Designation of arrow used on exit direction signs

Services Provided By:
Engineer COUNTY

5. Traffic Signals

a. Development of Justification (Warrant) Data

YES NO (1) Location Map
Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators

YES NO (2) Photographs as appropriate

YES NO (3) Accident data as appropriate

(4) Vehicle volumes (provided by TxDOT)

YES NO (a) Existing

YES NO (b) Estimated

YES NO (c) Projected

YES NO (d) Pedestrian

YES NO (5) Traffic Survey - Count Analysis

YES NO (6) Recommendation based on above data

YES NO b. Layout

(1) Title Sheet (when applicable)
- (a) Describe the location
- (b) Type of installation
- (c) Area map with project limits for each location
- (d) Index of sheets
- (e) Space for official signatures

(2) Estimate and quantity sheet (when applicable)
- (a) List of all bid items
- (b) Bid item quantities
- (c) Specification item number
- (d) Paid item description and unit of measure

(3) Basis of estimate sheet (list of materials)

(4) General notes and specification data sheet

(5) Condition diagram
- (a) Highway and intersection design features
- (b) Roadside development
- (c) Traffic control including illumination

(6) Plan sheet(s)
- (a) Existing traffic control that will remain (signs and markings)
- (b) Existing utilities
- (c) Proposed highway improvements
- (d) Proposed installation
- (e) Proposed additional traffic controls
- (f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
- (g) Proposed illumination attached to signal poles.

(7) Notes for plan layout

(8) Elevation sheet(s) (span wire design)

Services Provided By:
Engineer COUNTY

5. Traffic Signals (Continued)

(9) Phase sequence diagram(s)

(a) Signal locations
(b) Signal indications
(c) Phase diagram
(d) Signal sequence table
(e) Flashing operation (normal and emergency)
(f) Preemption operation (when applicable)
(g) Interval timing, cycle length and offset

(10) Construction detail sheets(s)
(a) Poles (TxDOT standard sheets)
(b) Detectors
(c) Pull Box and conduit layout
(d) Controller Foundation standard sheet

(11) Marking details (when applicable)

(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions

(13) Aerial or underground interconnect details (when applicable)

c. General Requirements

(1) Contact local utility company

YES NO (a) Confirm power source
YES NO (b) Discuss route of aerial or underground interconnect cable (when applicable)
YES NO (c) Adjustment of overhead utility lines
YES NO (2) Prepare governing specifications and special provisions list
YES NO (3) Prepare project estimate

YES NO d. Summary of Quantities

MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: Engineer	COUNTY	
		1. Retaining Walls
		a. Structural Details
NO	NO	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at _all_ locations. (Layouts Only)**
NO	NO	(1) Mechanically Stabilized Earth
NO	NO	(2) Concrete Block Wall Systems
NO	NO	(3)
NO	NO	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
NO	NO	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint*** or intervals****
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e. Foundation Studies (Show cost estimate with Function Code 110)
NO	NO	The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f. Stability Analysis (the Engineer shall estimate this task as part of his bid to complete the work).
NO	NO	g. Estimate
NO	NO	h. Summary of Quantities
NO	NO	i. Typical X-section.

Services Provided By:
Engineer COUNTY

1. Retaining Walls (continued)

YES

j. General Guidelines for Retaining Walls
   (1) The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
   (2) The ground water level should be observed at the water strike.
   (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

YES NO 2. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. The sequence of construction and method of handling traffic during each phase.
b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
c. The proposed traffic control devices (stop signs, signals, flagperson, etc.) at grade intersections during each construction sequence.
d. Where detours are provided, typical cross sections shall be shown.
e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

Services Provided By: Engineer	COUNTY	

3. Illumination

YES N/A a. Preliminary Roadway Illumination Layout and Circuit Layout

(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:

(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps

(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps

(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes

(d The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)

(e) Tentative ROW limits

(f) Direction of traffic flow on all roadways

(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES NO b. Final Roadway Illumination and Electrical Circuit Layouts

(1) Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.

(2) Center line with station numbering.

(3) ROW lines.

(4) Symbol legend. Use department standard symbols for lighting and electrical.

(5) Culverts and other structures that present a hazard to traffic.

(6) Location of underground utilities, if not shown on plan profile.

(7) Location of overhead electrical lines, both crossing and parallel to ROW.

(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.

(9) Existing service poles, electrical circuits, ground boxes, etc.

(10) Contact electric utility for service pole locations, voltage characteristics.

(11) Location of proposed sign lighting circuits and roadway illumination.

(12) Proposed electrical circuits.

(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

YES c. General Guidelines for Illumination (If applicable)

The **Engineer** shall submit to the **COUNTY**, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the **STATE**. Two copies of the layout sheets are to be submitted. One copy will be returned to the **Engineer** showing corrections that are to be made by the **Engineer**. When final plan submission is made, the **Engineer** shall provide a written statement regarding completion of the corrections.

Services Provided By: Engineer	COUNTY		
		4.	Miscellaneous Drafting/Standards
YES	NO	a.	Erosion Control
NO	NO	b.	Landscape Development
YES	NO	5.	Compute and Tabulate Quantities
NO	NO	6.	Special Utility Details (Irrigation lines)
		7.	Miscellaneous Structures
		a.	Type of Structure*
		(1)	Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO	(a)	New O.S.B. structure(s)
NO	NO	(b)	Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO	(2)	High Mast Illumination Poles (HMIP)
YES	NO	(3)	Traffic Signal Supports
NO	NO	(4)	Conventional Illumination Poles
NO	NO	(5)	Sound Barrier Walls
YES	NO	b.	Checklist for Layouts
		(1)	Reference appropriate O.S.B. standard
		(2)	Drilled shaft size and length
		(3)	Soil strength used for design {indicate basis and boring(s) used}
		(4)	Design height
		(5)	Tower heights
		(6)	Leg spacings
		(7)	Design wind speed
YES	NO	c.	Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8.	Agreements
YES	NO	a.	Utility Agreements
YES	NO	b.	Exhibits for Utility Agreements
N/A	NO	c.	Railroad Agreements
		d.	Railroad Exhibits
N/A	N/A	(1)	Railroad Underpasses
N/A	N/A	(2)	Railroad Overpasses
N/A	N/A	(3)	Railroad Grade Crossing (Replanking)
N/A	N/A	(4)	Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A	(5)	Other Miscellaneous Sketches for Railroads
NO	NO	e.	Traffic Signal Agreements
NO	NO	f.	Exhibits for Traffic Signal Agreements
YES	NO	9.	Estimate
YES	NO	10.	Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: Engineer	COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	_____
NO	NO	(2) Overpass(es)	_____
N/A	N/A	(3) Main Lanes	_____
N/A	NA	(4) Direct Connector(s)	_____
N/A	N/A	(5) Ramp Bridge(s)	_____
NO	N/A	(6) Waterway Structure(s)**	_____
N/A	N/A	(7) Pedestrian Structure(s)	_____
N/A	N/A	(8) Utility Structure(s)	_____
N/A	N/A	(9) Railroad Underpass(es)	_____
N/A	N/A	(10) Railroad Overpass(es)	_____
N/A	N/A	11) Bridge Classification Culvert(s)**	
N/A	N/A	(11) Alternate Structural Designs	_____
N/A	N/A	(12) Alternate Foundation Design	
		Total New Structures =	_____
		b. Existing Structure(s)	_____
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	_____
NO	NO	(2) Bridge Replacement	_____
NO	NO	(3) Raising Bridge Elevation	_____
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____
N/A	N/A	(5) Railroad Overpass(es)	_____
N/A	N/A	(6) Railroad Underpass(es)	_____
N/A	N/A	(7)	_____
		Total Existing Structures =	0

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the **engineer** should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: Engineer	COUNTY	
NO	NO	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and superelevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

Services Provided By:
Engineer COUNTY

2. Preparation of Bridge Layouts (each bridge) (Continued)

b. Bridge Layouts (ELEVATION)
(1) Type of foundation.
(2) Finished grade elevations at beginning and end of bridge.
(3) Overall length of structure.
(4) Length, type of spans and units.
(5) Type of railing.
(6) Minimum calculated vertical clearance(s).
(7) Existing and proposed ground lines clearly marked.
(8) Grid elevations and stations.
(9) Bent numbers encircled.
(10) Stationing of bridge compatible with grid stations.
(11) Standard title.
(12) Profile grade data.
(13) Type of riprap.
(14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
(15) Fixed/expansion condition of all bents.
(16) Column "H" heights.
(17) Number, size and length of foundations.

c. Additional layout requirements for waterway structures and bridge classification culverts.
(1) Design and 100-year peak discharges.
(2) Design and 100-year high water (HW). (Recorded HW and date if available.)
(3) Natural and through-bridge velocities for design and 100-year floods.
(4) Calculated backwater for design and 100-year floods.
(5) Direction of flow for waterway crossings.
(6) Contours for water crossing.

YES NO 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)

YES NO 4. Foundation Studies (Show cost estimate with Function Code 110)
The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).

YES NO 5. Bridge Total Quantities and Cost Estimates (each bridge)

YES NO 6. Bridge Special Provisions and Specifications (each bridge)

YES NO 7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

Services Provided By:
Engineer COUNTY

YES 8. General Guidelines for Bridge Design

a. The **engineer** shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
  - Railroad Companies
  - FHWA
  - U.S. Army Corps of Engineers
  - U.S. Coast Guard
  - Bureau of Reclamation
  - Texas Parks and Wildlife
  - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the **engineer's** design schedule should reflect this.

b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
Engineer COUNTY

8. General Guidelines for Bridge Design (Continued)

   d. The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The **engineer** shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the **engineer** upon request. These standards shall not be redrawn by the **engineer** nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the **engineer** shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

FC 600 **– ACQUISITION PROVIDER SERVICES**

(Services to be provided by L&G Engineering)

1) Project Administration

a) Negotiation of Scope of Services for Work Authorization
   i) Acquisition Provider will visit project site with City personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office
      (1) No Joint Use of City or TxDOT facilities
      (2) Open during normal City and State work hours
      (3) Personnel available to answer questions
      (4) Availability of Project Files
      (5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the City.
   iii) Prepare initial property owner contact list for use by the City in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the City's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the City office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by City at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to City of Mission. Written approval by the City required for any exception.

3) Appraisal

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the City/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable City/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to City/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the City of Mission.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the City.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the City.

4) Appraisal Review

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/City policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to City the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the City.

5) Appraisal Updates

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to City/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to City/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the City of Mission.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the City.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the City.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

a) Analyze appraisal and appraisal review reports and confirm the City's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by City/TxDOT on applicable City/TxDOT forms.

d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to City any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with City/TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the City Attorney.

7) Closing Service Fees

a) Coordinate with City and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the City.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to City for acceptance by the City Council or City Commissioners.

8) Relocation Assistance Services

1) There are an estimated 12 relocations or displacements for this contract and L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

2) L&G will provide advisory services to business displacements and relocate them effectively.

3) TxDOT will review, approve and pay for all relocation costs as per ROW Agreement.

9) Condemnation Support

a) Pre-Hearing Support
   i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
   ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable
   iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
   iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the City Office for submission to the City Attorney's office.
   v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
   vi) Upon receipt of packet prepared by the City Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the City Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.
   vii) The City attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.
   viii) Upon assignment of a court, the City Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
   ix) Following appointment of Special Commissioners by the judge, the City shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
   x) The City shall file all originals with the court and send copies marked "copy" to L & G Engineering.
   xi) The City Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
   xii) The City Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, City will approve the new value and the City's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
   xiii) The City Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the City, Appraiser, and Negotiator.

xiv) After the hearing is set, the City Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
xv) Once the notices have been served, the City Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
xvi) The City's Attorney shall send a reminder letter 2-3 weeks in advance to the City Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

d) Post Hearing Support (by City Attorney)
i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo County clerk's office.
ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the City, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
v) Send the Commitment and the Award to City, along with individual special commissioner's billing requesting the payment for their fees.
vi) File City warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the City Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the City Attorney's office for his further handling in accordance to the Eminent Domain process by the City.

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The **ENGINEER** shall be responsible for delineating easements. The **ENGINEER** will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The **ENGINEER** shall furnish the **COUNTY** prints of a project layout which will be distributed by **ENGINEER** to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the **ENGINEER** shall distribute to the various utility companies and request return. Upon return of these prints, the **ENGINEER** will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The **ENGINEER** is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the **COUNTY**. The **ENGINEER** shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Whenever possible, use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The **Engineer** shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the **COUNTY's** Director. Any replacements to the **Engineer's** designated Project Manager/Engineer must be approved by the **COUNTY**.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADDSEALed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The **engineer** is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **COUNTY** and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The **Engineer** shall promptly make necessary revisions or corrections resulting from the **Engineer's** errors, omissions or negligent acts without additional compensation. Acceptance of the work by the **COUNTY** will not relieve the **Engineer** of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the **COUNTY** shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the Company.

If required, the **engineer** shall provide to the **COUNTY**, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the **COUNTY's** computer system.

CD Tape Required (YES or NO): **YES**

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The **engineer** will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E ROW Acqusition Services	Mission Office

The work effort will be managed out of the Mission (City) office located at 900 South Stewart Rd. (Address), Mission (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the COUNTY.

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The **engineer** shall be responsible for completing the title sheet as required and formatted by the **STATE** and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the **engineer**.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the **STATE** and consequential redesign and adjustments.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

12. Culvert Cross Sections and Details
    District standard reproducible sheets can be furnished (one each) to the **engineer** for modification of special designs.

13. Manhole and Inlet Details
    District standard reproducible sheets can be furnished (one each) to the **engineer**.

14. Miscellaneous Detail
    Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
    Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
    Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
    A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout: (1) Drilled shaft size and length (2) Soil strength used for design {indicate basis and boring(s) used} (3) Design height (4) Tower height (5) Leg spacings and (6) Design wind speed. The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the **engineer**.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: Engineer	COUNTY	
YES	N/A	Title Sheet
YES	N/A	Project Layout
YES	N/A	Sequence of Work
YES	N/A	Detour Layouts & Profiles
YES	N/A	Construction Pavement Markings
YES	N/A	Signing & Barricades
YES	N/A	Construction Sign & Beacons
YES	N/A	Typical Sections
YES	N/A	Shaping & Finishing Sections
YES	N/A	Slopes Adjacent to Shoulders
YES	N/A	Estimate & Quantities
YES	N/A	General Notes & Specification Data
YES	N/A	Grading Summary
YES	N/A	Miscellaneous Summaries (See following "SUMMARIES" heading)
YES	N/A	Horizontal Curve Data & Alignment Layouts
YES	N/A	Drainage Summaries
YES	N/A	Structure Summaries
YES	N/A	Erosion Control Summary & Details
YES	N/A	Plan/Profile Sheets
YES	N/A	Erosion Control Summary & Details
YES	N/A	Pavement Contours
YES	N/A	Superelevation Transition (If Required)
YES	N/A	Grading Contours
YES	N/A	Guard Fence Layouts
YES	N/A	Storm Water Pollution Prevention Plans (SW3P)
YES	N/A	Drainage Area Maps
YES	N/A	Hydraulic Data
YES	N/A	Drainage Sheets
YES	N/A	Bridge Hydrology Sheets
YES	N/A	Inlet & Manhole Details
YES	N/A	Utility Support Details
YES	N/A	Culvert Cross Sections & Details
YES	N/A	Special Culvert Designs
YES	N/A	Special Drainage Details
YES	N/A	Chain Link Fence Locations
YES	NO	Ramp Details Sheet
YES	N/A	Removal Item Sheet - Including detours (Shown in detour summary, No payment for removal; subsidiary to construction detours)
YES	NO	Pavement Details
N/A	N/A	Pavement Standard Modification for Concrete Shoulder
N/A	N/A	Concrete Pavement Continuously Reinforced (CPCR)

APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services Provided By: Engineer	COUNTY	
N/A	N/A	Concrete Pavement Contraction Design (CPCD)
N/A	N/A	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
YES	N/A	Bridge Approach Slab Details
YES	N/A	Vehicle Attenuator Details
YES	N/A	Miscellaneous Details
YES	N/A	Wheelchair Ramps
YES	N/A	Pavement Marking Details
YES	N/A	Modified Standards
YES	N/A	List of Standards
YES	N/A	Permanent Signing Plans & Quantities
YES	N/A	Permanent Lighting Plans, Quantities & Standards
YES	N/A	Bridge Layout(s)
YES	NO	Bridge Details
YES	N/A	Retaining Wall Layout(s)
YES	N/A	Retaining Wall Details
N/A	N/A	Pumphouse Details
YES	N/A	Underdrain Details (Retaining Walls)
YES	N/A	Culvert Standards
N/A	N/A	Soil Profile
YES	N/A	Temporary Traffic Signals
YES	N/A	Design Cross Sections
YES	NO	Estimate
YES	N/A	List of Standard Specification, Special Provisions & Special Specifications
YES	N/A	Detour Special Provisions (If Required)
YES	N/A	Construction Time Estimate
NO	N/A	Critical Path Method (CPM)
YES	NO	Unit Price Documentation

APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services Provided By: Engineer	COUNTY	

Miscellaneous

YES	N/A	Conduit Requirements
YES	N/A	Traffic signal Requirements

Summaries **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**

___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
NO	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

PROJECT: FM 2221/FM 492
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

5/28/2009

TASK AND DESCRIPTION	2009												2010												2011				
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
ROW Mapping																													
Design Surveys																													
Final ROW Map, Parcel Sketches and Field Notes																													
ROW Acquisition (Anticipated FONSI Sept. 2009)																													
Project Administration																													
Coordination with County and TxDOT																													
Preliminary Administrative & Acquisition Process																													
Title Commitments																													
Appraisal Reports																													
Appraisal Review Reports																													
Appraisal Update Reports																													
Approved Values by TxDOT																													
Acquisition Negotiation Offers																													
Title Curative Process																													
Title Commitment Updates																													
Payments for Parcels																													
L&G Condemnation Support Process																													
Eminent Domain Proceedings by County																													
Title Insurance Policies - Negotiations/ED																													
Consummation of Outstanding Cases																													
PS&E																													
Complete Intersection Layouts																													
Roadway Design, x-sections, earthwork, etc.																													
Design Hydraulic Structures, Outfalls, etc.																													
Design Storm Drain System																													
Signing and Pav't Markings																													
Traffic Control Plan																													
Utility Coordination																													
Specifications, General Notes, Estimates																													
TxDOT Review																													
REVISIONS BY L&G AS RECEIVED FROM TXDOT																													
TxDOT PROCESS FOR LETTING AT AUSTIN																													
Estimated Construction Letting																													
Construction																													
Construction Inspection assisting TxDOT																	ESTIMATED 18 MONTHS CONSTRUCTION											

L&G ENGNEERING TASK
TxDOT TASK
COUNTY TASK

ATTACHMENT D ENGINEERING AND RIGHT-OF-WAY ACQUISTION FEE
ESTIMATE FOR FM 2221/FM 492 (FM 681 PROJECT)
FY 2009 - FY 2011 PROJECT

ROADWAY PROJECT:	**FM 2221/FM 492 (FM 681 PROJECT)**
LIMITS:	FM 681 TO SH 364
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.....	$3,060,000.00
LENGTH:	0.85 Miles

ESTIMATED PROJECT COSTS	*STATE*	*LOCAL*
ROADWAY CONSTRUCTION COST	$3,060,000.00	
Construction Cost		
PHASE I - PLANNING& DESIGN		
Schematic		PD
Field Surveys for Schematic	PD	$ -
Environmental Assessment (includes Historical and Archival)		PD
Public Involvement for County (I public meeting and I public hearing)		PD
Field Surveys for Design and Construction		$ 54,705.68
PS&E Development (8% of Const)		$ 244,800.00
Signal,Pv't Mrkings and Sign Design		$ 38,490.57
PHASE II - RIGHT OF WAY COSTS		
Compensible Utilities	$ 160,377.36	$ 2,405.66
Estimated ROW Parcels		32
ROW Map (@ $3100/parcel)		$ 99,200.00
Roadway Right-of-Way Costs - @ $3.50 average/sq ft	$ 1,219,889.21	$ 18,283.02
Relocation Costs (Estimated 4 Relocations)	$ 80,188.68	$ -
Roadway Right-of-Way Costs - Acq.Services (Est. 32 Parcels) please reference the sheet 2 of 2 of this attachment		$ 405,272.17
PHASE III - CONSTRUCTION		
TxDOT Construction Inspection (11%)	$ 336,600.00	
L&G Construction Management		$ 14,433.96
SUB-TOTAL	**$4,857,055.25**	**$877,591.06**
TOTAL PROJECT COST		**$ 5,734,646.30**

TOTAL PROPOSED ENGINEERING AND ROW ACQUSITION FEE **$ 875,185.40**

HIDALGO COUNTY PCT #3 BUDGET SCHEDULE			
ENGINEERING	**FY 2009**		$ 437,196.25
ENGINEERING,UTILITIES & ROW ACQUISITION	**FY 2010**		$ 223,324.76
MANAGEMENT & ROW ACQUISITION	**FY 2011**		$ 217,070.05

State Estimated Cost

Local Estimated Cost

Total Project Estimated Cost

EXHIBIT "D" FEE SCHEDULE
L&G ENGINEERING's ROW ACQUISITION SERVICES
(PROJECT FM 681) FM 2221/FM 492 From FM 681 to SH 364
CSJ: 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		$55,426.42				4,498.58			$24,000.00	$83,925.00
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										**$403,925.00**

(*) Appraisal Updates. We are estimating a 33% of the parcels to require updates and are subsidiary to charges of appraisalsat $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	1283	$706
Reproduction Costs	EA	$0.20	3208	$642
Total Direct Expenses				**$1,347**

TOTAL L & G ENGINEERING PROJECT COSTS **$405,272.17**

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

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

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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:

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

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:

1. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 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.

INSURED
L & G Consulting Engineers Inc
dba L & G Engineering
2100 W Expressway 83
Mercedes, TX 78570

INSURERS AFFORDING COVERAGE	NAIC #
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PACP2822L500TLC08	07/19/08	07/19/09	EACH OCCURRENCE	$2,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$2,000,000
						GENERAL AGGREGATE	$4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$4,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
A		AUTOMOBILE LIABILITY	PACP2822L500TLC08	07/19/08	07/19/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSV000268001	07/23/08	07/23/09	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				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

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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 STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-09-192A-06-08

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting 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 the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for **"FM 2221/FM 492" (from FM 681 to SH 364) (including Right-Of-Way Mapping and Right-Of-Way Acquisition)** for **Hidalgo County Precinct No. 3** hereinafter referred to as the **"Project**.

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

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such

services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

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

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

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly 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 is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be

requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

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

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

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

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

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

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

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

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

5.1 ***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 the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

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

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the

Engineer's own expense, may retain copies of such documents or any other data under this Agreement.

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

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

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

Owner upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

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

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such

infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this

Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 **Inventions**. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or

in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

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

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

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

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

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

17.3 Warranties.

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

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, 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 form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property

within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

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

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

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

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

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who,

in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

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

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively

"Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting 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	ENGINEER:	L & G Consulting Engineers , Inc.
	100 E. Cano, 2nd Floor		2100 West Expwy 83
	Edinburg, Texas 78539		Mercedes, Texas 78570

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

stated representations and warranties are made for the purpose of inducing the Owner to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 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)*

HIDALGO COUNTY

Professional Engineering Services

Contract # C-09-192A-06-08

Work Authorization Form EXHIBIT E

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes _____,Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation of ROW Mapping, Surveying, Right-Of-Way Acquisition Services and Roadway Design for the reconstruction of FM 2221/FM 492 from FM 681 to SH 364.

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 $875,185.40. 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:

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

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

AI-15720 **23.E.1.**

Heavy Equipment/Preventative Maintenance Services Pct. #4 Drainage Improvement Project

CC REGULAR

Date:	06/08/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

Requesting authority to advertise sealed bids for: "Preventative Maintenance Services" on an as needed basis" for heavy equipment purchased (approved by CC on 02/24/09 AI#14130 and referenced as project #09-117- DIP-4) for the San Carlos Drainage Improvement Project. (Project #09-243)

BACKGROUND

As requested by Precinct #4 Commissioner Oscar Garza Jr. the preventative maintenance agreement will be for only One (1) Year per unit. Estimated total price for one year of service-->$22,995.82

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-432

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

BUDGETARY IMPACT:

Available balance as of 5-29-09 $26,880.96

Attachments

Link: 14130 Reference

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/28/2009 08:17 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/29/2009 03:20 PM	APRV
3	Auditor's Office	Angela Garcia	05/29/2009 03:44 PM	APRV
4	Manuel Chapa	Manuel Chapa	05/29/2009 03:57 PM	APRV
5	Purchasing Department	Marty Salazar	06/03/2009 05:06 PM	APRV

Form Started By: Oscar Garza Started On: 05/27/2009 04:59 PM

Final Approval Date: 06/03/2009

AI-14130 **21.F.1.**

Purchase Two (2) T450 Scraper Haulers with (6) Pan Scrapers for Pct. #4 San Carlos DIP

CC REGULAR

Date:	02/24/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal(s) received from Romco Equipment Co. awarded vendor through Hidalgo County's participation/membership with TXMAS #7-23V010 for purchase of Two (2) T450 Scraper Haulers with Six (6) Pan Scrapers in an amount of $499,945.00 each for a total amount not to exceed $999,890.00 which includes TXMAS fee's, Powertrain warranty and delivery for proposed San Carlos Drainage Improvement Project #09-117-OGG. Precinct# 4.

BACKGROUND

Purchase of proposed equipment will allow Pct. #4 to begin with Earth Moving Equipment for the proposed retention pond for the on-going San Carlos Drainage Improvement Project

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

Funding will come from Certificate of Obligation 2009 (AI#13977).

Attachments

Link: 09-117

Link: 09-117

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2009 11:50 AM	APRV
2	Budget & Management	Veronica Lopez	02/19/2009 01:04 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/20/2009 02:46 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW
Form Started By: Oscar Garza			Started On: 02/18/2009 04:50 PM	

AI-15849 **23.E.2.**

Pct 4-WA #1 & 2-J.E. Saenz & Assoicates, Inc.-C09-171-05-19

CC REGULAR

Date:	06/08/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

a. Presentation for consideration, discussion, acceptance and approval of Work Authorizations No. 1 in the amounts of $ 76,447.00 from J. E. Saenz & Associates, Inc. for Professional Engineering Services for Preliminary Design and Construction Phase Services for: "Lakeview Subdivision West of North McColl" within Hidalgo County Pct. No. 4, in connection with Contract No. C-09-171-05-19;

b. Presentation for consideration, discussion, acceptance and approval of Work Authorizations No. 2 in the amounts of $ 10,705.00 from J. E. Saenz & Associates, Inc. for Professional Engineering Services for Preliminary Design and Construction Phase Services for: "Curry Road West of Cesar Chavez" within Hidalgo County Pct. No. 4, in connection with Contract No. C-09-171-05-19.

BACKGROUND

Work Authoriztion No. 1 & 2-J.E. Saenz & Associates, Inc

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-401-0-711/731

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

BUDGETARY IMPACT:

Available balance as of 6-4-09 in:
Object Code 711 $50,000.00
Object Code 731 $26,447.00

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available balance as of 6-4-09 $20,914.68

Attachments

Link: WA#1-Lakeview Subdivison

Link: WA #2-Curry Road

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/04/2009 12:29 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 01:13 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/04/2009 05:32 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Letty Saenz Started On: 06/03/2009 03:12 PM

Final Approval Date: 06/05/2009

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-09-171-05-19
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, J.E. Saenz & Associates Inc. professional engineers of Edinburg Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Professional Engineering Services for Preliminary Design and Construction Phase Services for Lake View Subdivision West of North McColl.

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 **$76,447.00**. The breakdown of the total amount is **$50,000.00** for right of way acquisition and **$26,447.00** for engineering services. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. C-09 - 171 – 05 – 19 9-1204-431-00-124-401-911 / 931
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 _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 4
Commissioner Oscar Garza as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4 :

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 _____, 2008.

THE ENGINEER:
J.E. SAENZ & ASSOCIATES, INC.

_____
By: Jose E. Saenz, President

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal

Hidalgo County Precinct #4
Lake View Subdivision

May 2009

Eng 09.001B

J.E. Saenz & Associates, Inc.
211 E. Wisconsin Rd.
Edinburg, Texas 78539
(956) 383-2984

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

April 28, 2009

Commissioner Oscar L. Garza, Jr.
County of Hidalgo, Precinct 4
P.O. Box 1356
Edinburg, Texas 78540

Re: Lake View Subdivision
Right-of-Way Acquisition and Engineering Services Proposal

Commissioner Garza,

It is our pleasure to submit to Hidalgo County Precinct 4, this proposal for Professional Right-of-Way Mapping and Engineering Services in relation to the above mentioned project. Our site visits and preliminary research on this subdivision has led us to the understanding that there are approximately 50 parcels for right-of-way is needed. Based on this information the following are our basic fee for right-of-way acquisition and engineering services $50,000.00 and $26,447.00 respectively.

We are prepared to move forward and expedite all necessary documentations and coordinate the acquisition procedures with Hidalgo County Right-of-Way Department (Benito Rodriguez) for Hidalgo County Precinct #4. We will be conducting services for approximately 50 parcels as follows:

- Property Owner Investigation
- Title Research
- Boundary Survey
- Property Map
- Right-of-Way Map
- Aerial Map
- Metes and Boundary Description
- Set all Parcel Lot Corners

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CONSTRUCTION MANAGERS | GEOGRAPHICAL INFORMATION SYSTEMS

After all the right-of-way is obtained we will proceed with construction plans of the five roads within the subdivision. The plans will be created for a total reconstruction profile, meeting all criteria requirements set forth by the County. We will be conducting services for the new street as follows:

- Topographic Survey
- Plans
- Specifications
- Construction Cost Estimate
- Construction Cut Sheets
- Close Out Documentations
- As-Built Plans

We are available to answer any questions that you may have regarding this proposal. Please call us at (956) 383-2984 if I can be of any service to you regarding this matter.

Respectfully Submitted,

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

JES/lq

F:\JESAENZ\ENGPROJS\ENG2009\ENG 09 001 B - LAKE VIEW\Misc. Docs\letters, memos\PRCT 4 proposal letter-revised3-5-09.doc

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EXHIBIT A

-Scope of Services to be
Provided by the Owner

EXHIBIT "A"
Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the **ENGINEER** as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT B

-Scope of Services to be
Provided by the Engineer

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

EXHIBIT "B"
HIDALGO COUNTY PRECINCT 4

Lake View Subdivision

Scope of Services

This project is consists of obtaining al necessary documentations and the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct # 4 as well as a construction plans for the subdivisions.

The following is the work to be done for this project:

1. Hidalgo County Right-of-Way Department
    a. Property Owner Investigation
    b. Title Research
    c. Boundary Survey
    d. Property Map
    e. Right-of-Way Map
    f. Aerial Map
    g. Metes and Boundary Description
    h. Set 50 Parcel Lot Corners

2. Paving Improvements
    a. Conduct a topographic survey for the project area.
    b. Generate plans and profiles for the proposed project.
    c. Provide monthly site visits to monitor construction progress.
    d. Review pay request and make recommendations.
    e. Administer the project closeout on behalf of the County including testing observation, documentation, etc.
    f. Generate As-Built plans for the County upon project completion.

Please find attached, and exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Prescient 4.

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EXHIBIT D

-COST PROPOSAL

J.E. Saenz & Associates, Inc.

4/28/2009

Attachment "B"

Colonia Name	**Lake View Subdivision**
Street Name	All Interior Streets
EDAP #	1080401
Length of proposed roadway	3738 Existing 50ft ROW
Proposed roadway travel lane	24 FT
# of parcells to be acquired	50

2170 L.F. OF ROADWAY 0.41 Mi.

Paving

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
100	PREPARATION OF RIGHT-OF-WAY	21.70	STA	$700.00	$15,190.00
260	4% LIME TREATED FOR BASE COURSE (ROADMIX)	43	TONS	$200.00	$8,668.85
275	4% CEMENT FOR ROAD GRADER WORK	75	TONS	$250.00	$18,750.00
500	MOBILIZATION	1	L.S.	$5,000.00	$5,000.00
530	TURNOUTS (ASPH CONC PAV) (PB-1)	2	E.A.	$5,000.00	$10,000.00
152	6" ROAD GRADER WORK	6,288	SY	$6.50	$40,872.40
247	6" FL BS (DC) (TY D GR6 CL III)	6,288	SY	$8.00	$50,304.49
5249	TEMP SEDMT CONT FENCE	260.4	LF	$6.00	$1,562.40
5249	TEMP SEDMT CONT FENCE (REMOVE)	260.4	LF	$2.00	$520.80
340	1-1/2" ASPH CONC TY D (W/ PRIME COAT)	5,805	SY	$9.00	$52,247.50
				SUBTOTAL:	$203,116.43

Drainage

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
556	15" RCP STORM DRAIN CL III	320	LF	$45.00	$14,400.00
530	DRVWYS (ASPH CONC PAV) (PB-1)	400	SY	$20.00	$8,000.00
				SUBTOTAL:	$22,400.00

Driveways estimated at 25 SY per driveway

Total Estimated Construction Cost

Roadway Construction Cost		$203,116.43
Drainage Estimated Quantities		$22,400.00
	SUBTOTAL	**$ 225,516.43**

Professional Costs (% costs may vary from county to county)

Basic Engineering Services		$ 20,443.90
Special Services (Surveying)		$ 6,003.10
	SUBTOTAL	**$ 26,447.00**

ROW Costs (Land Acquisition)**

Estimated cost of land		**
ROW Mapping ($1,000/parcel)(50 parcels)		$50,000.00
	SUBTOTAL	**$50,000.00**

** Attorney, appraisal, and filing fees are not included in this estimate

PROJECT TOTAL **$301,963.43**

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-09-171-05-19
Work Authorization Form

WORK AUTHORIZATION NO. 2

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, J.E. Saenz & Associates Inc. professional engineers of Edinburg Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Professional Engineering Services for Preliminary Design and Construction Phase Services for Curry Road West of Cesar Chavez.

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 **$10,705.00.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. C-09 - 171 – 05 – 19 9-1204-431-00-124-007-0-731
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 _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 4
Commissioner Oscar Garza as to content and detail of this Work Authorization No. # 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY: O. L. Garza, Jr. mg

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
J.E. SAENZ & ASSOCIATES, INC.

By: Jose E. Saenz, President

THE OWNER:
HIDALGO COUNTY

By: Juan D. Salinas III, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal

Hidalgo County Precinct #4
Curry Road Improvements

May 2009

Eng 09.001A

J.E. Saenz & Associates, Inc.
211 E. Wisconsin Rd.
Edinburg, Texas 78539
(956) 383-2984

J.E. SAENZ & ASSOCIATES, INC.

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April 21, 2009

Commissioner Oscar L. Garza, Jr.
County of Hidalgo, Precinct 4
P.O. Box 1356
Edinburg, Texas 78540

Re: Curry Road
Engineering Services Proposal

Commissioner Garza,

It is our pleasure to submit to Hidalgo County Precinct 4, this proposal for Professional Engineering Services in relation to the above mentioned project. From our site visit and preliminary research, it is our understanding that the completion of the road is needed to be designed. Based on this information the following are our basic fee engineering services of $10,705.00 respectively.

We are prepared to move forward with the specification documents and the construction plan set. The plans will be created for asphalt paving only of Curry Road meeting all criteria requirements set forth by the County. We will be conducting services for the street as shown in Exhibit "A".

This is our best and final offer. Should you have any questions or concerns please feel free to contact our office at (956) 383-2984.

Respectfully Submitted,

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

JES/no

F:\JESAENZ\ENGPROJS\ENG2009\ENG 09 001 A - CURRY\Misc. Docs\letters and memos\revisedPRCT 4 proposal letter.doc

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EXHIBIT A

-Scope of Services to be
Provided by the Owner

EXHIBIT "A"
Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings
(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the **ENGINEER** as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the **ENGINEER.**

EXHIBIT B

-Scope of Services to be
Provided by the Engineer

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

EXHIBIT "B"
HIDALGO COUNTY PRECINCT #4

Curry Road

Scope of Services

This project consists of developing specification documents as well as a construction plan set for Hidalgo County Precinct # 4.

The following is the work to be done for this project:

1. Paving Improvements
    a. Conduct a topographic survey for the project area.
    b. Generate plans set for the proposed project.
    c. Provide site visits to monitor construction progress.
    d. Review pay request and make recommendations.
    e. Administer the project closeout on behalf of the County including testing observation, documentation, etc.
    f. Generate As-Built plans for the County upon project completion.

Please find attached, and exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a Preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Prescient 4.

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EXHIBIT D

-COST PROPOSAL

J.E. Saenz & Associates, Inc.

4/28/2009

Project Name: Curry Road

STATEMENT OF PROBABLE COST

Project Number: ENG. 08.010 A

24' E/E

1787 L.F. OF ASPHALT PAVING

Paving And Drainage

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	1 1/2" HMAC PAVEMENT, TYPE "D"	5,000	S.Y.	$9.00	$45,000.00
2	PRIME COAT ASPH MATRL (MC-30)	1000	GAL	$7.50	$7,500.00
3	MOBILIZATION	1	L.S.	$5,000.00	$5,000.00
				SUB TOTAL:	**$57,500.00**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$57,500.00
2) 10 % CONTINGENCY	$5,750.00
3) ENGINEERING	$7,205.00
4) GEOTECHINCAL TESTING	$3,500.00
TOTAL:	**$73,955.00**

AI-15797 **23.E.3.**

Precinct# 4 -Building Repairs and/or Renovations on As Needed Basis
CC REGULAR

Date:	06/08/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for engineering services in connection with county buildings/structures needing repairs and/or renovations located in Precinct #4;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineering services required for county owned buildings/structures in need of repairs/renovations located in Pct. #4;

1st._____;2nd._____;3rd. _____

c. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of engineering services (on an as needed basis) as identified and detailed above and herein;

d. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for architectural services in connection with county owned buildings/structures in need of repairs/renovations located in Pct. #4;

e. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with professional architectural services required in connection with county owned buildings/structures in need of repairs/renovations located in Pct. #4;

1st._____; 2nd._____; 3rd._____;

f. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No.1 ranked firm of _____ for the provision of architectural services (on an as needed basis) for the projects located in Pct. #4 and as identified and detailed above and herein;

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Services are on an As Needed Basis and funds will be appropriated as Work Authorizations are issued.

Attachments

Link: Grid

Link: grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/04/2009 10:54 AM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 11:02 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/04/2009 03:16 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Nielda Cavazos Started On: 06/02/2009 11:31 AM

Final Approval Date: 06/05/2009

HIDALGO COUNTY PRECINCT NO 4

FOR

Architectural Services for

Building Repairs and/or Renovations on As Needed Basis

Scoring & Evaluation GRID

Total Scores	Dannenbaum	V. A. Architects	ROFA Architects
Scorer # 1	97	89	92
Scorer # 2	95	90	89
Average Score	96	90	91
Commissioners Court Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 4

HIDALGO COUNTY PRECINCT NO 4

FOR

Engineering Services for

Building Repairs and/or Renovations on As Needed Basis

Scoring & Evaluation GRID

Total Scores	J.E. Saenz & Associates	Quintanilla, Headley & Associates	Millennium
Scorer # 1	98	92	87
Scorer # 2	98	95	91
Average Score	98	94	89
Commissioners Court Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 4

AI-15810 **23.F.1.**

Purchase of One (1) 2009 or Newer Medical Mobile Clinic

CC REGULAR

Date:	06/08/2009
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	WIC

Information

CAPTION

Recommending award of bid to the lowest bidder meeting all specifications/requirements for Bid No. 2009-137-SMA-Hidalgo County WIC Program-"Purchase of One (1) 2009 or Newer Mobile Medical Clinic" in the amount not to exceed the total of $238,775.00

BACKGROUND

1.) Recommended vendor is "Mobile Specialty Vehicles, Inc."

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1292-441-00-350-001-9-741

FUNDS AVAILABLE Y/N?: y/pending **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Pending AI#15805 on Comm. Court 06/08/09 appropriation of funds for Mobile Medical Clinic

Attachments

Link: recommendation, participation & tabulation

Link: STATE LETTER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/04/2009 10:58 AM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 11:04 AM	APRV
3	Damaris San Miguel	Damaris San Miguel	06/04/2009 04:12 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Sandra Montalvo Started On: 06/02/2009 03:50 PM

Final Approval Date: 06/05/2009

MEMORANDUM

TO: Norma Longoria, Director
Hidalgo County WIC Program

ATTN: Margarita Gonzalez
Administrative Assistant
via e-mail: magie.gonzalez@wic.co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: April 22, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-137-04-22-SMA
HIDALGO COUNTY WIC PROGRAM-"Purchase of One (1) 2009 or Newer Mobile Medical Clinic"

We have received two (2) responses to the above mentioned project. Enclosed you will find a copy of the Tabulation Sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Tuesday, April 24, 2009 @ 10:00 a.m.** to be able to present to Commissioner's Court **on May 5, 2009.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. **Via fax to (956)-318-2629 or (956) 292-7612 or via email to: sandra.montalvo@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Mobile Specialty Vehicles	need to work on floor plan and
2.	company - needs State approval
3.	before Comm. Court approval.

Please include the budget account number(s) for the above reference project.

Budget Acct No.: G.1252.441.00.350.001.9.741

Norma L Longoria Norma L. Longoria 4/23/09
Authorized Signature Print Name Date

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: APRIL 22, 2009 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY WIC PROGRAM "PURCHASE OF ONE (1) NEW 2009 OR NEWER MEDICAL MOBILE CLINIC"
BID NO: 2009-137-04-22-SMA

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.) Lifeline Mobile, Inc. ATTN: Richard M. Dinse	EMAIL	Sandra Montalvo	04/06/09	Post Office Box 2545 Carlsbad, CA 92018 Ph: 800-605-LINE [5463] Fx: 760-732-3562 Cl: 760-583-3087 E: RichardDinse@cox.net
2.) Farber Specialty Vehicles Custom Coach ATTN: Donavin Farber	EMAIL	Sandra Montalvo	04/06/09	7052 Americana Parkway Reynoldsburg (Columbus), OH 43068 800-331-3188 614-863-6470 614-759-2098 Fax dfarber@farberspecialty.com
3.) American Custom Coach Inc. ATTN: Charlie Mello	EMAIL	Sandra Montalvo	04/06/09	26038 Business Center Drive Redlands, CA 92374 Phone: 909-796-4747 Fax: 909-796-4788 cmello@americancc.com
4.) Ron Hoover RV & Marine Centers ATTN: Joe Diaz	EMAIL	Sandra Montalvo	04/06/09	101 Expressway 83 Donna, Tx 78537 Phone: 956-464-4403 Fax: 956-464-5684 jdiaz@ronhoover.com
5.) Ancira Motor Homes ATTN: Ron Adams	EMAIL	Sandra Montalvo	04/06/09	30500 IH-10 West Boerne, Tx 78006 800-299-1199 radams@ancira.com
6.) Nomad Global Communications Solutions, Inc. ATTN: Jimmy Gladden	EMR	Sandra Montalvo	04/07/09	PO Box 865 Kalispell, MT 59903 Office: 406-755-1721 Fax: 406-755-1731 jimmy.gladden@nomadgcs.com
7.) Spurlock Vehicles, Inc ATTN: C. Kyle (KC) Spurlock III	EMR	Sandra Montalvo	04/07/09	111 Alpha Drive Franklin, TN 37064 Phone: 615- Fax: 615-468-6363 Cell:615-516-4244 kcs@spurlockvehicles.com
8.) Bowie International, LLC ATTN: Steve Sinnard	EMR	Sandra Montalvo	04/08/09	313 South Hancock Lake city IA 51449 Phone: 712-464-3191 Fax: 712-464-8601 steve@bowientl.com

9.) South Texas Freightliner, Inc. ATTN: John Forero	IP	Sandra Montalvo	04/08/09	3103 N. Cage Blvd. Pharr, Tx Office: 956-782-8202 Fax: 956-782-8230 johnfforero@yahoo.com
10.) Mattman Global Specialty Vehicles ATTN: Pat Brokaw	EMR	Sandra Montalvo	04/08/09	2701 East Imperial Hwy Brea, CA 92821 Office: 714-961-2376 Cell: 949-677-9012 Patrick@mattmanglobal.com
11.) Oshkosh Truck & Frontline Communications ATTN: Roger McCurley	EMR	Sandra Montalvo	04/08/09	P.O. BOX 2566 Oshkoch, WI 54903-2566 Office: 920-235-9180 Cell: 940-382-9600
12.) Brown Specialty Vehicles, Ind. ATTN: Ron Smith	TR	Sandra Montalvo	04/14/09	807 E. 29th Street Lawrence, KS 66046 Office: 1-800-255-6827 Ext 1810 Fax :1-785-842-0314 ron@bcvi.com
13.) IDS Containerized Solutions ATTN: Jeff Busbee	EMR	Sandra Montalvo	04/14/09	703 Joe Tamplin Industrial Blvd Macon, GA 31217 Office: 478-314-0750 ext. 1103 Fax: 478-314-1880 Cell: 478-957-4474 Busbee@intl-diaster.com
14.) Quality Vans ATTN: Dave Rabuck	EMR	Sandra Montalvo	04/14/09	1865 S. Indiana Bend Rd. Tempe, AZ 85281 Office: 480-464-7007 Fax: 480-464-5999 Cell: 602-703-2929 dave@qualityvans.com
15.) Mobile Specialty Vehicles, Inc. ATTN: Manny Vega	EMR	Sandra Montalvo	04/17/09	700 Airpark Drive Jasper, Tx 75951 800-844-5047 Direct: 817-429-6136 Cell: 817-966-6749 m.vega@msvmobile.com

VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM	
BID OPENING DATE: APRIL 22, 2009	BID OPENING TIME: 9:30 A.M.
DESCRIPTION OF BID: "PURCHASE OF ONE (1) NEW 2009 OR NEWER MEDICAL MOBILE CLINIC	
BID NO: 2009-137-04-22-SMA	BUYER SANDRA MONTALVO

	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE
#1	FARBER SPECIALTY VEHICLES	$260,598.00	$260,598.00
#2	MOBILE SPECIALTY VEHICLES	$238,775.00	$238,775.00
#3			
#4			
#5			
#6			
#7			
#8			
#9			
#10			

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

May 29, 2009

Norma L. Longoria, WIC Director
LA #012, Hidalgo County Health Dept.
WIC Administrative Office
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

The United States Department of Agriculture (USDA) has granted approval for The Hidalgo County Health Department, WIC Local Agency #012, to purchase a 2009 medical mobile clinic, with total costs not to exceed $238,775.

Approval is granted with the understanding that procurement will be in compliance with 7CFR Part 3016. It is our understanding that the items will be purchased from the low bidder.

Since this will be paid for with approved infrastructure funds, please submit the reimbursement request on a separate *State of Texas Purchase Voucher* indicating "Infrastructure Funds." Please maintain all proper documentation for purposes of an audit or fiscal monitoring review.

If you have any questions or require additional information, please contact Alisin Genfan, Contract Development and Support Branch, at (512) 458-7111, extension 3156, or alisin.genfan@dshs.state.tx.us.

Sincerely,

for Mike Montgomery, Section Director
Nutrition Services Section

AG

AI-15782 **23.G.1.**

RELEASE OF RETAINAGE AND CERTIFICATE OF CONSTRUCTION COMPLETION CHAPA III PCT. NO 1

CC REGULAR

Date:	06/08/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

a. Presentation for discussion, consideration, acceptance and approval of Application for Payment No. 2 (Release of Retainage) in the amount of $3,734.45 from IOC Company, as submitted by TEDSI Infrastructure Group. C-CAP 07-015-02-20-LRM;

b. Requesting approval of “Certificate of Construction Completion” submitted by project engineer TEDSI Infrastructure Group reflecting the completion date of October 3, 2008 for Chapa #3 Subdivision C-CAP 07-015-02-20-LRM.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-206-00-000-001-0-000

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

BUDGETARY IMPACT:

Available balance in retainage as of 6-4-09 $1,974.58.

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-206-00-000-001-0-000

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

BUDGETARY IMPACT:

Available balance in retainage $1,759.87 as of 6-4-09.

PO# 603546 has been paid in full.

Attachments

Link: Certificate of Construction Completion Chapa III

Link: Application for Release of Retainage Chapa III Pct. No.1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	06/03/2009 08:46 AM	APRV

2	Roland Garcia	Rolando Garcia	06/03/2009 04:34 PM	APRV
3	Purchasing Department	Marty Salazar	06/03/2009 05:31 PM	APRV
4	Budget & Management	Veronica Lopez	06/04/2009 08:14 AM	APRV
5	Ivan Cantu	Ivan Cantu	06/04/2009 09:21 AM	APRV
6	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Marcie Jackson

Started On: 06/01/2009 01:56 PM

Final Approval Date: 06/05/2009

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON 3 DAY OF OCTOBER, 2008 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: 02-20-2008
OWNER: HIDALGO COUNTY
CONSTRUCTION CONTRACTOR: IOC COMPANY, LLC
OF THE CITY OF_____ STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF: ROAD AND DRAINAGE CONSTRUCTION FOR CHAPA #3 SUBDIVISION

CONTRACT NO: CAP-07-015-02-20 LRM
Located in or near the City/Precinct of Hidalgo County Pct 1

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: NONE

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$35,030.50
Present Amount of Contract	$37,344.50
Total Amount of earned to Date	$37,344.50
Less: previous payments	$33,610.05
Balance	$3,734.45
Authorized deductions	$0.00
AMOUNTY OF FINAL PAYMENT	$3,734.45

Exhibit E-M

6. That the final payment in the amount of: $3,734.45 is now due and payable.

Engineer's Signature

CONCURRED BY:

IOC COMPANY, LLC
Contractor's Name

By: _____

Title: member

CONCURRED BY:

_____
Hidalgo County Judge

Exhibit E-M

HI-15782 6/9/09

APPLICATION FOR PAYMENT NO. 2
(RELEASE OF RETAINAGE)

To: HIDALGO COUNTY (OWNER)
From: IOC COMPANY, LLC (CONTRACTOR)
Contract: COLONIA ACCESS PROGRAM
Project: "ROAD &DRAINAGE CONSTRUCTION FOR CHAPA #3 SUBDIVISION"
OWNER's Contract No. CAP-07-015-02-20 LRM ENGINEER's Project No. 2C-1080-897
For Work accomplished through the date of: 09-27-2008

1.	Original Contract Price:		$ 35,030.50
2.	Net change by Change Orders and Written Amendments (+ or -):		$ 2,314.00
3.	Current Contract Price (1 plus 2):		$ 37,344.50
4.	Total completed and stored to date:		$ 37,344.50
5.	Retainage (per Agreement):		
	10 % of completed Work:	$ 0.00	
	% of stored material:	$ 0.00	
	Total Retainage:		$ 0.00
6.	Total completed and stored to date less retainage (4 minus 5):		$ 37,344.50
7.	Less previous Application for Payments:		$ 33,610.05
8.	DUE THIS APPLICATION (6 MINUS 7):		$ 3,734.45

Accompanying Documentation:

REQ# 132337 - P.O.# 603546
9-1201-206-00-000-001-0-000→ =$1,759.87
9-1311-206-00-000-001-0-000→ =$1.974.58

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 5/26/09

IOC Company LLC
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 26th day of May, 2009

Notary Public
My Commission expires: 1-31-2012

MARY I. HERNANDEZ
MY COMMISSION EXPIRES
January 31, 2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 05/26/2009

INVOICE RECEIVED BY: Marcie Jackson ON: 5/29/09
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON: 5/29/09

TEDSI Infrastructure Group
ENGINEER
By:

IOC Company LLC Contractor Name
05-28-2008 Starting Date
10-31-2008 Project Ending Date
10% Retainage Percent

Application No. 2 Release of Retainage
Application Date: 05-26-2009
Period To: 09-27-2008
Engineer Firm: TEDSI Infrastructure Group

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
2C-1080-897	Chapa #3	$35,030.50	$37,344.50	$37,344.50				$37,344.50	$0.00	$3,734.45	$33,610.05	$37,344.50	$3,734.45

Prepared and Checked By:

Signature: _____

Printed Name: Jose A. Sanchez

Date: 05/26/2009

IOC Company LLC	Contractor Name	Application No.: 2 - Release of Retainage	
5/28/2008	Starting Date	Application Date: 5/26/2009	
10/31/2008	Project Ending Date	Period To: 9/27/2008	
Road and Drainage Construction for Chapa # 3 Subdivision	Engineer's / County Project Description	Engineer's / County Project No.: 2C-1080-897	

					Value			Value		June-08			July-08			August-08			September-08				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																						
1	100	Preparation of Right-of-Way	Sta	$ 450.00	3.05	1,372.50	$ -	0	-	-	0	-	-	0	-	-	0	-	3.05	3.05	1,372.50	1,372.50	0.0	0.0
2	134	Backfill (TY B)	Sta	$ 400.00	3.05	1,220.00	$ -	0	-	-	0	-	-	0	-	-	0	-	3.05	3.05	1,220.00	1,220.00	0.0	0.0
3	247	FL BS (Rdwy Del)(TY D GR 6 CL4)	C.Y.	$ 40.00	158	6,320.00	$ -	0	-	-	0	-	-	0	-	-	0		158	158.00	6,320.00	6,320.00	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ 3.00	169	507.00	$ -	0	-	-	0	-	-	0	-	-	0	-	169	169.00	507.00	507.00	0.0	0.0
5	340	Asph. Conc. TY D	Ton	$ 125.00	70	8,750.00	$ -	0	-	-	0	-	-	0	-	-	0	-	70	70.00	8,750.00	8,750.00	0.0	0.0
6	500	Mobilization	L.S.	$ 3,000.00	1	3,000.00	$ -	0	-	-	0	-	-	0	-	-	0	-	1	1.00	3,000.00	3,000.00	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ 1,500.00	1	1,500.00	$ -	0	-	-	0	-	-	0	-	-	0	-	1	1.00	1,500.00	1,500.00	0.0	0.0
8	530	Turnouts (Asph-Conc-Pav)(PBS-2)	S.Y.	$ 23.00	144	3,312.00	$ -	0	-	-	0	-	-	0	-	-	0	-	144	144.00	3,312.00	3,312.00	0.0	0.0
9	2500	EN-1 Treat. Flexbase (DC)(6")	S.Y.	$ 5.00	949	4,745.00	$ -	0	-	-	0	-	-	0	-	-	0	-	949	949.00	4,745.00	4,745.00	0.0	0.0
10	2500	EN-1 Roadbond	Gal	$ 120.00	5	600.00	$ -	0	-	-	0	-	-	0	-	-	0	-	5	5.00	600.00	600.00	0.0	0.0
11	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ 5.00	20	100.00	$ -	0	-	-	0	-	-	0	-	-	0	-	20	20.00	100.00	100.00	0.0	0.0
12	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ 3.00	20	60.00	$ -	0	-	-	0	-	-	0	-	-	0	-	20	20.00	60.00	60.00	0.0	0.0
		Total Roadway				**31,486.50**			-			-			-			-			**31,486.50**	**31,486.50**	0.0	0.0
		(906) DRAINAGE																						
13	530	Driveway (Asph Conc Pav) (PB-1)	S.Y.	$ 28.00	73.0	2,044.00	$ -	0	-	-	0	-	-	0	-	-	0	-	73.0	73.00	2,044.00	2,044.00	0.0	0.0
14	556	15" ADS Corrugated Pipe	L.F.	$ 25.00	60.0	1,500.00	$ -	0	-	-	0	-	-	0	-	-	0	-	60.0	60.00	1,500.00	1,500.00	0.0	0.0
		CHANGE ORDER 1																						
15	530	Driveway (Asph Conc Pav) (PB-1)	S.Y.	$ 28.00			$ 32.68	50	1,634.00	-	0		-	0		-	0		50.0	50.00	1,634.00	1,634.00	0.0	0.0
16	556	15" ADS Corrugated Pipe (LABOR ONLY)	L.F.	$ -			$ 17.00	40	680.00	-	0		-	0		-	0		40.0	40.00	680.00	680.00	0.0	0.0
		Total Drainage				**3,544.00**			**2,314.00**			-			-			-			**5,858.00**	**5,858.00**	-	-
		TOTAL BASE AMOUNTS:				**35,030.50**			**2,314.00**			-			-			-			**37,344.50**	**37,344.50**	0.0	0.0

Jose A. Sanchez/TEDS 1
Print Name

Signature

05/26/2009
Date

Exhibit E-D

Texas Department of Transportation

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

November 26, 2008

Mr. Agapito Vargas, Director
Hidalgo County Border Colonia Access Program
301 East State Street
Pharr, Texas 78577

Dear Mr. Vargas:

TxDOT has completed a final inspection of Hidalgo County Border Colonia Access Program second-call project Chapa 3, CSJ 2C1080150. The project was built according to plans and dimensions on record with TxDOT and drainage was in place. The project looked good.

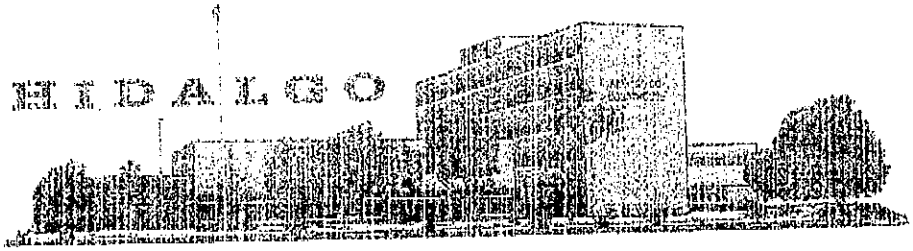
Please let me know if you have questions.

Sincerely,

Sharon Slagle
Border Colonia Access Program Manager

An Equal Opportunity Employer

COUNTY of HIDALGO



SYLVIA S. HANDY
County Commissioner, Pct. 3
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

May 21, 2009

Agapito Vargas, C.A.P. Director
Hidalgo County Pct. # 2
301 E. State St.
Pharr, Texas 78577

Re: Punch list for C.A.P. Capisallo Park Paving Project

Dear Mr. Vargas:

The following items were addressed as per final inspection.

1) **Due to a two year lapse from TXDOT PS & E approval and actual construction of Chapa 3, an additional 40' of corrugated pipe was added to Pineda St.**

If you have any question please do not hesitate to contact me at (956) 968-8733

Thank you,

John Paul Lugo
C.A.P. Coordinator, Pct. 1

Cc: Mr. Jose Sanchez, P.E. TEDSI Infrastructure Group

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT:	ROAD AND DRAINAGE CONSTRUCTION FOR CHAPA #3 SUBDIVISION		
OWNER:	HIDALGO COUNTY	**PROJECT NO.**	CAP-07-015-02-20 LRM
CONTRACTOR:	IOC COMPANY, LLC		
ENGINEER:	TEDSI INFRASTRUCTURE GROUP		

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR IOC COMPANY, LLC

By _____

Title member

Subscribed and sworn to before me this 26th day of MAY 2009

Notary Public: Mary Hernandez

My Commission Expires: 1-31-2012

MARY I. HERNANDEZ
MY COMMISSION EXPIRES
January 31, 2012

Form L

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT:	ROAD AND DRAINAGE CONSTRUCTION FOR CHAPA #3 SUBDIVISION		
OWNER:	HIDALGO COUNTY	**PROJECT NO.**	CAP-07-015-02-20 LRM
CONTRACTOR:	IOC COMPANY, LLC		
ENGINEER:	TEDSI INFRASTRUCTURE GROUP		

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR IOC COMPANY, LLC

By _____

Title member

Subscribed and sworn to before me this 26th day of May 2009

Notary Public: _____

My Commission Expires: 1-31-2012

MARY I. HERNANDEZ
MY COMMISSION EXPIRES
January 31, 2012

Form K

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

Letter of Transmittal

TO:	DATE:
Ms. Marcie Jackson Administrative Assistant 301 E State Pharr TX 78589	May 26, 2009
REFERENCE:	**TEDSI PROJECT NO:**
Pct 1 Chapa 3 - Request for Payment Retainage Release	2008-1024-01

TRANSMITTED: **DATE:**

☒ For Your Use	☐ Please comment	☐ Approved as Noted
☐ As Requested	☐ Reply ASAP	☐ As Noted Below

VIA:

☒ US Mail	☐ Courier	☐
☐ E-Mail	☐ Hand Carry	

COPIES	DESCRIPTION
1	Request for Payment Retainage Release

REMARKS

Signed: _____

Border Colonia Access Program
Checklist for Documents Required for Road Construction

Contractor: IOC Company, LLC
Contract Amount: $35,030.50
Project/Precinct: Chapa III | Pct #1
Owner's Contract No.:

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	[redacted]			
8	Application and Cerification of Payment (A)	✓	✓	
9	Schedule of Values a/k/a 1257/1258	✓	✓	
10	Estimate Quantity Update Worksheet	✓	✓	
11	List of Suppliers and Sub-contractors	✓	✓	
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	[redacted]			
16	Punch List	✓	✓	
17	Certificate of Construction Completion	X	X	Needs Contract Correction and signature line judge
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)	✓	✓	
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)	✓	✓	
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

AI-15755 **23.H.1.**

Ramon Leal Subdivision Award Recomendation

CC REGULAR

Date:	06/08/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.3

Information

CAPTION

Presentation for discussion, consideration, and action on the following, including, but not limited to:

a. A recommendation by project engineer Izaguirre Engineering Inc. to award to the lowest bidder meeting all specifications: Closner Construction in the amount of $93,167.06 for Bid No. CAP-2009-132-03-25-YSI “Road & Drainage Construction For Ramon Leal Subdivision";

b. Approval of contract subject to legal counsel and TXDOT review.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-591-0-731/733

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

BUDGETARY IMPACT:

Obj. Code 731 / 733 available balance as of 6/04/09 $86,634.07, respectively.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Additional funding source in the amount of $6,532.99 available as of 6/04/09.

Attachments

Link: r leal b tab

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2009 05:20 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 08:14 AM	APRV
3	Perla Lopez	Perla Lopez	06/04/2009 02:07 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Yvette Islas

Started On: 05/29/2009 11:41 AM

Final Approval Date: 06/05/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 3-BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: MARCH 25, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: : "ROAD & DRAINAGE CONSTRUCTION FOR RAMON LEAL SUBDIVISION

BID NO: CAP-2009-132-03-25-YSI

RFB NO.	Name of Company	Road & Drainage Construction Bid	Acknowledgment Of Addendum No. 1	Acknowledgment Of Addendum No. 2	Bid Bond/Cashier's Check
1.	L & G Concrete	$143,341.78	Yes	Yes	Bid Bond Included
2.	OG Construction Company	$142,665.63	Yes	Yes	Bid Bond Included
3.	Total Commitment	$104,435.92	Yes	Yes	Bid Bond Included
4.	Asago Construction	$98,618.40	Yes	Yes	Bid Bond Included
5.	IOC Company	$110,671.72	Yes	Yes	Bid Bond Included
6.	JM Construction	$123,751.91	Yes	Yes	Bid Bond Included
7.	Valley Paving	$110,994.90	Yes	Yes	Bid Bond Included
8.	M Construction	$107,012.70	Yes	Yes	Cashier's Check Included
9.	Closner Construction	$93,167.06	Yes	Yes	Bid Bond Included
10.					

AI-15753 **23.H.2.**

Recommendation for Award of Bid-La Homa Groves Subdivision

CC REGULAR

Date:	06/08/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.3

Information

CAPTION

Presentation for discussion, consideration, and action on the following, including, but not limited to:

a. A recommendation by project engineer Izaguirre Engineering Inc. to award to the lowest bidder meeting all specifications: Asago Construction in the amount of $117,313.40 for Bid No. CAP-2009-129-03-25-YSI “Road & Drainage Construction For La Homa Groves Subdivision";

b. Approval of contract subject to legal counsel and TXDOT review.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-380-0-731/733

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

BUDGETARY IMPACT:

Obj. Code 731 / 733 available balance as of 6/04/09 $116,751.25, respectively.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Additional funding source in the amount of $562.15 available as of 6/4/09.

Attachments

Link: l homa b tab

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2009 05:11 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 08:13 AM	APRV
3	Perla Lopez	Perla Lopez	06/04/2009 02:07 PM	APRV

4	Auditor's Office	06/05/2009 08:33 AM	NEW
Form Started By: Yvette Islas		Started On: 05/29/2009 11:16 AM	
Final Approval Date: 06/05/2009			

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 3-BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: MARCH 25, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: : "ROAD & DRAINAGE CONSTRUCTION FOR LA HOMA SUBDIVISION

BID NO: CAP-2009-129-03-25-YSI

RFB NO.	Name of Company	Road & Drainage Construction Bid	Acknowledgment Of Addendum No. 1	Acknowledgment Of Addendum No. 2	Bid Bond/Cashier's Check
1.	L & G Concrete	$193,890.34	Yes	Yes	Bid Bond Included
2.	Total Commitment	$140,771.26	Yes	Yes	Bid Bond Included
3.	OG Construction	$179,628.22	Yes	Yes	Bid Bond Included
4.	Asago Construction	$117,313.40	Yes	Yes	Bid Bond Included
5.	IOC Company	$147,164.33	Yes	Yes	Bid Bond Included
6.	JM Construction	$176,238.02	Yes	Yes	Bid Bond Included
7.	Valley Paving	$142,693.95	Yes	Yes	Bid Bond Included
8.	M Construction	$149,218.25	Yes	Yes	Cashier's Check Included
9.	Closner Construction	$130,546.92	Yes	Yes	Bid Bond Included
10.					

AI-15676 **23.I.1.**

Award of Bid - Hidalgo County Sheriff's Office - Tires, Mounting, Rotation and Balancing Service-Multiple Bid Award

CC REGULAR

Date:	06/08/2009
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contracts to lowest mulitple bidders meeting all specifications and/or requirements as attached hereto for:"Tires, Mounting, Rotation and Balancing Service" - Hidalgo County Sheriff's Office - Bid No. 2009-127-04-29-ERT.

BACKGROUND

Recommended vendor(s): "Tire Centers LLC" - Tires only, "A to Z Tire & Battery Inc" - Tires only, "Southern Tire Mart LLC" - Tires only.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-672

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

BUDGETARY IMPACT:

Available balance as of 6/4/09 $245,683.30

Attachments

Link: Recommendation Memo,Tabulation Sheet and Participation Log

Link: contract-A to Z Tire & Battery Inc

Link: contract-Southern Tire Mart LLC

Link: contract-Tire Centers LLC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2009 04:48 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 08:12 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/04/2009 03:31 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Eric Trevino — Started On: 05/26/2009 01:06 PM

Final Approval Date: 06/05/2009

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **ALL DEPARTMENT HEADS**

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: May 7, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-127-04-29-ERT
HIDALGO COUNTY SHERIFF'S OFFICE - "TIRES, MOUNTING, ROTATION AND BALANCING SERVICE".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, March 12, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 19, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
1.) A to Z Tires & Batteries Inc	Lowest Bidder for tires only
2.) Southern Tire Mart, LLC	Lowest Bidder for tires only
3.) Tire Centers, LLC	Lowest Bidder for tires only
Budget account # - 9-11000-421-00-280-001-0-672	

A. "Sonny" Martinez 5-19-09

Authorized Signature | Printed Name | Department | Date

HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

TABULATION SHEET (tires only)

No.	TIRE SIZE AND DESCRIPTION	Tire Centers, LLC		A to Z Tire & Battery, Inc.		Southern Tire Mart, LLC		The Tire Corral	
		BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE
1	235-85-R16 (hwy all steel 10 ply)	MICHELIN XPS	$102.12	**CHAPARRAL XT**	**$75.00**	BRIDGESTONE DURAVISR250 (206-378)	$128.75	FIRESTONE	$98.05
2	LT235-75-R15 (all terrain 10 ply)	HANKOOK RF10	$86.92	NO BID	NO BID	**FIRESTONE TRANSFORCE HT (189-650)**	**$80.00**	FIRESTONE	$97.35
3	P215-60-R16	UNIROYAL AS6000	$55.07	**FINALIST**	**$44.00**	FIRESTONE FR380 (061-991)	$66.00	FIRESTONE	$84.30
4	LT265-70-R17 (all terrain 10 ply)	HANKOOK RF10	$127.70	**SUMMIT**	**$103.00**	FIRESTONE TRANSFORCE AT (200-190)	$106.75	FIRESTONE	$123.75
5	P225-60-R16 (speed rated)	B.F.G. ADVANTAGE	$73.58	**FINALIST**	**$46.50**	FIRESTONE PV-41 (067-911)	$75.00	FIRESTONE	$91.35
6	LT245-78-R16 (all terrain 10 ply)	HANKOOK RF10	$107.59	**CHAPARRAL XT**	**$74.00**	FIRESTONE TRANSFORCE AT (189-582)	$81.00	FIRESTONE	$98.45
7	LT265-75-R16 (all terrain 10 ply)	UNIROYAL AWT	$115.10	**CHAPARRAL XT**	**$81.50**	FIRESTONE TRANSFORCE AT (189-599)	$88.00	FIRESTONE	$105.85
8	P265-70-R18	BFG LG	$110.86	TOYO HT	$118.00	**FIRESTONE DESTINATION AT (077-546)**	**$102.50**	FIRESTONE	$121.20
9	P255-70-R16	UNIROYAL AWP	$80.07	**NEPTUNE**	**$71.50**	FIRESTONE DESTINATION AT (026-869)	$87.00	FIRESTONE	$101.90

10	P205-65-R15	UNIROYAL AS6000	$46.92	**FINALIST**	**$39.00**	FIRESTONE FR380 (098-019)	$48.00	FIRESTONE	$64.35
11	P205-55-R16	UNIROYAL TOURING	$60.15	**FINALIST**	**$40.00**	FIRESTONE FR710 (085-876)	$69.60	FIRESTONE	$85.50
12	P205-50-R16	HANKOOK H418	$72.21	**WESTLAKE**	**$45.00**	FIRESTONE WIDE OVAL (027-651)	$66.75	FIRESTONE	$82.75
13	245-70-R19.5 (hwy)	HANKOOK AH 11	$179.53	**ADVANCE**	**$128.00**	FIRESTONE FS560 12 PLY (169-981)	$172.00	FIRESTONE	$197.00
14	P205-75-R15	UNIROYAL AS6000	$44.73	**CATALYST**	**$43.50**	FIRESTONE FR380 (098-051)	$53.00	FIRESTONE	$71.80
15	LT235-75-R16	**UNIROYAL AWR**	**$71.63**	TOYO HT	$86.00	FIRESTONE DESTINATION AT SL (112-192)	$83.40	FIRESTONE	$101.55
16	P235-70-R17	HANKOOK RHD3	$91.43	TOYO	$102.00	**FIRESTONE DESTINATION AT (094-869)**	**$91.00**	FIRESTONE	$101.15
17	LT325-65-R18	BFG AIT	$233.82	**TOYO**	**$180.00**	FIRESTONE DESTINATION AT (192-353)	$220.00	NITTO	$240.00

SEE BOLDED AREAS FOR LOW AWARDED PRICING UNDER AWARDED VENDOR NAME

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: April 29, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY SHERIFF'S OFFICE- "TIRES, MOUNTING, ROTATION AND BALANCING SERVICE".

BID NO.: 2009-127-04-29-ERT

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
The Tire Corral Attn: Al Escaname	BLM	ERT	04/14/09	800 Ash Ave McAllen, TX. 78501 (956)631-8473 office aescaname@thetirecorral.com
Discount Tire Attn: Mark Smith	BLM	ERT	04/14/09	4109 S McColl Rd Edinburg, TX. (956) 994-3883 office Txc_08mgr@discounttireco.com
Pueblo Tires Attn: Ben Valdez	BLM	ERT	04/14/09	1919 W Us-83 McAllen, TX (956) 682-9511 office ben@pueblotires.com
Tire Centers, LLC Attn: Rodolfo (Rudy) Rodriguez (center manager)	IP	ERT	04/14/09	403 E. Expressway 83 Pharr, TX 78577 (956) 283-8887 office (956) 227-9651 cell Tci617mgr@tirecenters.com
Lopez Tires & Wheels LLC Attn: Jesse Lopez	BLM	ERT	04/14/09	1220 S 23rd St McAllen, TX (956) 682-5571 office Jesselopeztiresandwheels@yahoo.com
Valley Tire Sales Attn: Rick Alaniz	Velocity Express	ERT	04/14/09	801 E Whitewing Ave McAllen, TX 78501 (956) 687-7789 office (956) 687-7071 fax No email address, mailed packet
Solis Tire Service Attn: Jaime	Velocity Express	ERT	04/14/09	4411 W Us-83 McAllen, TX 78501 (956) 688-6452 office (956) 618-2675 fax No email address, mailed packet
Firestone Tire & Auto Center Attn: Told to just fax it over	Velocity Express	ERT	04/14/09	1401 N 10th St McAllen, TX 78501 (956) 686-1749 office (956) 631-5892 fax No email address, mailed packet

Expert Tire Attn: Steve	Velocity Express	ERT	04/14/09	118 N. 12th Ave. Edinburg, TX 78541 (956) 380-0371 office (956) 318-3964 fax No email address, mailed packet
Texas Tires Co. Attn: Tralisa Ulloa or Funny	BLM	ERT	04/14/09	6021 N. Expwy. 281 Edinburg, TX 78541 (956) 383-8473 office (956) 383-2398 fax Texastires05@sbcglobal.net
Firestone Tire & Service Center Attn: Tony Fuentes (manager)	Velocity Express	ERT	04/14/09	1054 FM 802 Brownsville, TX 78526 (956) 541-5556 office (956) 541-8981 fax No email address, mailed packet
Southern Tire Mart, LLC Attn: Tiffany	BLM	ERT	04/14/09	5051 Sharp St. Dallas, TX 75247 (877) 786-4681 office tobryant@stmtires.com
GCR Tire	BLM	ERT	04/14/09	200 E. Hwy 83 Pharr, TX 78577 (956) 787-5571 joecoronado@gcrtires.com
A to Z Tire & Battery, Inc	EMR	ERT	04/15/09	812 West 4th P.O. Box 9138 Amarillo, TX 79101 (806) 373-2592 office (806) 373-6504 fax kmccoll@atoztire.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

REQUIREMENTS AGREEMENT
C-09-127-06-08

THIS AGREEMENT (the "Agreement") is entered into effective as of the **8th** day of **June, 2009** by and between **A to Z Tire & Battery, Inc.** ("Seller") and **Hidalgo County Sheriff's Office** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** and any other **Hidalgo County Law Enforcement Agencies** for the **"Purchase of Tires"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one **(1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2) one (1) year terms**, under the same rates, terms and conditions. This Contract shall commence on **June 08, 2009** and expire on **June 07, 2010** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" attached hereto. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer:
Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
A to Z Tire & Battery, Inc.
Attention: Philip Nussbaum, President
812 West 4th Street/P.O. Box 9138
Amarillo, Texas 79105-9138

Each notice, demand, request or communication which shall be delivered or mailed in the

manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

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

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

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

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: A to Z Tire & Battery, Inc.

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:

_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

April 14, 2009

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"Tires, Mounting, Rotation and Balancing Service"**
Bid No: 09-127-04-29-ERT

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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE
"Tires, Mounting, Rotation and Balancing Service"
Bid No: 2009-127-04-29-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 5 pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Requirement Agreement, consisting of 5 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

April 14, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-127-04-29-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 Ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"

BID OPENING DATE: April 29, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY SHERIFF'S OFFICE–TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2009-127-04-29-ERT- HIDALGO COUNTY SHERIFF'S OFFICE–TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, April 29, 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 "RFB-2009-127-04-29-ERT-HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful bidder
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - **"HIDALGO COUNTY SHERIFF'S OFFICE– TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Rd
Edinburg, Texas 78539
Attn: Monica Hinojosa
956-383-8114

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**April 29, 2009**
Award of Contract	_____ 2009
Commence Work or Deliver Products	_____,2009

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

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the

Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, 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 (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO.: 2009-127-04-29-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY SHERIFF'S OFFICE
REQUEST FOR BID
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
RFB No. 2009-127-04-29-ERT

EXHIBIT "A"
Hidalgo County Sheriff's Office
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29-ERT

SPECIFICATIONS

SCOPE OF SERVICES:
The County Of Hidalgo is accepting sealed bids to furnish tires for the Hidalgo County Sheriff's Office and any other Hidalgo County Law Enforcement Agencies.

SPECIFICATIONS

The following are tires that will be purchased through the contract term.

NO.

1. 235-85-R16 (hwy all steel 10 ply)
2. LT235-75-R15 (all terrain 10 ply)
3. P215-60-R16
4. LT265-70-R17 (all terrain 10 ply)
5. P225-60-R16
6. LT245-78-R16 (all terrain 10 ply)
7. LT265-75-R16 (all terrain 10 ply)
8. P265-70-R18
9. P255-70-R16
10. P205-65-R15
11. P205-55-R16
12. P205-50-R16
13. 245-70-R19.5 (hwy)
14. P205-75-R15
15. LT235-75-R16
16. P235-70-R17
17. LT325-65-R18

REQUIREMENTS, TERMS AND CONDITIONS

1. One (1) or more vendor(s) may be designated as awarded Vendor(s) for purchases of tires for **Hidalgo County Sheriff's Office.**

2. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

3. **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 on to HIDALGO COUNTY.**

4. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

5. Vendor(s) needs to have been in business for at least two years.

6. Hidalgo County may utilize **"State Awarded Contracts"** when it is in the County best interest to do so.

7. ~~The term of the bid 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.

8. 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.

9. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

10. Vendor(s) will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.

11. Pricing for mounting, rotation, balancing and unit price per tire will be priced separately (see bid page).

12. Mounting, rotation and balancing tires is **OPTIONAL**, will be on an "as needed basis".

13. All purchases will be on an "as needed basis", there is no set quantity for tires being purchased.

14. All tires specified as "all terrain" should be for speeds of 100 mph and greater.

15. All tires specified as "all steel" should be for speeds of 100 mph and greater.

16. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

17. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

18. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN Wednesday, April 22, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, April 24, 2009 by 5:00 p.m.

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL MOUNTING (COST)	OPTIONAL ROTATION (COST)	OPTIONAL BALANCING (COST)
1	235-85-R16 (hwy all steel 10 ply)					
2	LT235-75-R15 (all terrain 10 ply)					
3	P215-60-R16					
4	LT265-70-R17 (all terrain 10 ply)					
5	P225-60-R16					
6	LT245-78-R16 (all terrain 10 ply)					
7	LT265-75-R16 (all terrain 10 ply)					
8	P265-70-R18					
9	P255-70-R16					
10	P205-65-R15					
11	P205-55-R16					
12	P205-50-R16					
13	245-70-R19.5 (hwy)					
14	P205-75-R15					
15	LT235-75-R16					
16	P235-70-R17					
17	LT325-65-R18					

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

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 PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GEN'L AGGREGATE $ PRODUCTS - COMP/OP $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN EA ACC $ AUTO ONLY: AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				☐ STATU ☐ OTHER STORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

SAMPLE

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

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- ☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

❒ Less than 125,000 annual gross receipt
❒ Less than 250,000 annual gross receipt
❒ Less than 499,000 annual gross receipt
❒ More than 500,000 annual gross receipt

❒ Black American
❒ Hispanic American
❒ Asian Pacific American

❒ Native American
❒ Women
❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

~~(Attach additional pages if necessary)~~

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

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

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL MOUNTING (COST)	OPTIONAL ROTATION (COST)	OPTIONAL BALANCING (COST)
1	235-85-R16 (hwy all steel 10 ply)	CHAPARRAL XT	75.00	$12/tire	$15/vehicle	$8/tire
2	LT235-75-R15 (all terrain 10 ply)	CHAPARRAL XT 6PLY CHAPARRAL HT 8PLY	58.00 78.00			
3	P215-60-R16	FINALIST	44.00			
4	LT265-70-R17 (all terrain 10 ply)	SUMMIT	103.00			
5	P225-60-R16	FINALIST	46.50			
6	LT245-78-R16 (all terrain 10 ply)	CHAPARRAL XT	74.00			
7	LT265-75-R16 (all terrain 10 ply)	CHAPARRAL XT	81.50			
8	P265-70-R18	TOYO HT	118.00			
9	P255-70-R16	NEPTUNE	71.50			
10	P205-65-R15	FINALIST	39.00			
11	P205-55-R16	FINALIST	40.00			
12	P205-50-R16	WESTLAKE	45.00			
13	245-70-R19.5 (hwy)	ADVANCE	128.00	$20/tire		
14	P205-75-R15	CATALYST	43.50	$12/tire		
15	LT235-75-R16	TOYO HT	86.00			
16	P235-70-R17	TOYO	102.00			
17	LT325-65-R18	TOYO	180.00			

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

TABULATION SHEET (tires only)

No.	TIRE SIZE AND DESCRIPTION	Tire Centers, LLC		A to Z Tire & Battery, Inc.		Southern Tire Mart, LLC	
		BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE
1	235-85-R16 (hwy all steel 10 ply)	MICHELIN XPS	$102.12	**CHAPARRAL XT**	**$75.00**	BRIDGESTONE DURAVISR250 (206-378)	$128.75
2	LT235-75-R15 (all terrain 10 ply)	HANKOOK RF10	$86.92	NO BID	NO BID	**FIRESTONE TRANSFORCE HT (189-650)**	**$80.00**
3	P215-60-R16	UNIROYAL AS6000	$55.07	**FINALIST**	**$44.00**	FIRESTONE FR380 (061-991)	$66.00
4	LT265-70-R17 (all terrain 10 ply)	HANKOOK RF10	$127.70	**SUMMIT**	**$103.00**	FIRESTONE TRANSFORCE AT (200-190)	$106.75
5	P225-60-R16 (speed rated)	B.F.G. ADVANTAGE	$73.58	**FINALIST**	**$46.50**	FIRESTONE PV-41 (067-911)	$75.00
6	LT245-78-R16 (all terrain 10 ply)	HANKOOK RF10	$107.59	**CHAPARRAL XT**	**$74.00**	FIRESTONE TRANSFORCE AT (189-582)	$81.00
7	LT265-75-R16 (all terrain 10 ply)	UNIROYAL AWT	$115.10	**CHAPARRAL XT**	**$81.50**	FIRESTONE TRANSFORCE AT (189-599)	$88.00
8	P265-70-R18	BFG LG	$110.86	TOYO HT	$118.00	**FIRESTONE DESTINATION AT (077-546)**	**$102.50**
9	P255-70-R16	UNIROYAL AWP	$80.07	**NEPTUNE**	**$71.50**	FIRESTONE DESTINATION AT (026-869)	$87.00

10	P205-65-R15	UNIROYAL AS6000	$46.92	**FINALIST**	**$39.00**	FIRESTONE FR380 (098-019)	$48.00
11	P205-55-R16	UNIROYAL TOURING	$60.15	**FINALIST**	**$40.00**	FIRESTONE FR710 (085-876)	$69.60
12	P205-50-R16	HANKOOK H418	$72.21	**WESTLAKE**	**$45.00**	FIRESTONE WIDE OVAL (027-651)	$66.75
13	245-70-R19.5 (hwy)	HANKOOK AH 11	$179.53	**ADVANCE**	**$128.00**	FIRESTONE FS560 12 PLY (169-981)	$172.00
14	P205-75-R15	UNIROYAL AS6000	$44.73	**CATALYST**	**$43.50**	FIRESTONE FR380 (098-051)	$53.00
15	LT235-75-R16	**UNIROYAL AWR**	**$71.63**	TOYO HT	$86.00	FIRESTONE DESTINATION AT SL (112-192)	$83.40
16	P235-70-R17	HANKOOK RHD3	$91.43	TOYO	$102.00	**FIRESTONE DESTINATION AT (094-869)**	**$91.00**
17	LT325-65-R18	BFG AIT	$233.82	**TOYO**	**$180.00**	FIRESTONE DESTINATION AT (192-353)	$220.00

SEE BOLDED AREAS FOR LOW AWARDED PRICING UNDER AWARDED VENDOR NAME

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
4/22/2009 11:10:01

PRODUCER
Zurich
Attn: Jill Phillips
7045 College Blvd
Overland Park KS 66211
USA
37564

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 150
A TO Z TIRE & BATTERY, INC
813 W. 3RD.
AMARILLO TX 79101

COMPANIES AFFORDING COVERAGE

COMPANY A: Universal Underwriters Ins Co.
COMPANY B:
COMPANY C:
COMPANY D:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [ ] OWNER'S & CONTRACTOR'S PROT	2825708	11/1/2008	11/1/2009	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$ $ 1,500,000 $ $ 500,000 $ $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	2825708	11/1/2008	11/1/2009	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ 500,000 $ $ $
A	GARAGE LIABILITY [ ] ANY AUTO	2825708	11/1/2008	11/1/2009	AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	$ $ 500,000 $
A	EXCESS LIABILITY [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	2825708	11/1/2008	11/1/2009	EACH OCCURRENCE AGGREGATE products comp op agg	$ 5,000,000 $ $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [X] EXCL				WC STATU-TORY LIMITS / OTH-ER EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	 $ $ $
A	OTHER Customer Auto-GKLL	2825708	11/1/2008	11/1/2009		1,200,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Certificate Holder is named as an Additional Insured with respect to the negligent acts of the above Named Insured.

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
EDINBURG TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jill Phillips

Cert ID 20813

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/26/2009

PRODUCER
HUB International Rigg-Midland
777 Main St., Ste. C-50
Fort Worth TX 76102
(432) 683-5341 (432) 687-2186

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
A to Z Tire & Battery, Inc.

812 W. 4th St.
Amarillo TX 79105

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Fire Insurance	23035
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2191437731019	5/1/2009	5/1/2010	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

RECEIVED
BY 9:03 AM

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

CERTIFICATE HOLDER

Hidalgo County

Attn: Eric
2812 S. Hwy. 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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

REQUIREMENTS AGREEMENT
C-09-127A-06-08

THIS AGREEMENT (the "Agreement") is entered into effective as of the **8th** day of **June, 2009** by and between **Southern Tire Mart, LLC** ("Seller") and **Hidalgo County Sheriff's Office** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** and any other **Hidalgo County Law Enforcement Agencies** for the **"Purchase of Tires"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one **(1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2) one (1) year terms**, under the same rates, terms and conditions. This Contract shall commence on **June 08, 2009** and expire on **June 07, 2010** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" attached hereto. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer:
Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
Southern Tire Mart, LLC
Attention: Bobby Harms, Director of Government Sales
5051 Sharp Street/P.O. Box 1000 Dept. 143
Dallas, Texas 75247

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it

is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

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

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

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

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Southern Tire Mart, LLC

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:

_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

April 14, 2009

Re: **~~HIDALGO COUNTY SHERIFF'S OFFICE~~**
Request for Bids -**"Tires, Mounting, Rotation and Balancing Service"**
Bid No: 09-127-04-29-ERT

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/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE
"Tires, Mounting, Rotation and Balancing Service"
Bid No: 2009-127-04-29-ERT

1. **Request For Bid Letter, consisting of** 1 **page.**
2. **Request for Bid, Legal Notice, consisting of** 8 **pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of** 5 **pages.**
4. **Exhibit "B" Bid Page consisting of** 2 **pages.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of** 4 **pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of** 1 **pages.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of** 2 **pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of** 4 **pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of** 1 **page.**
   (Must be submitted with bid).
10. **Draft Requirement Agreement, consisting of** 5 **pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

April 14, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-127-04-29-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 Ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"

BID OPENING DATE: April 29, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY SHERIFF'S OFFICE–TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2009-127-04-29-ERT- HIDALGO COUNTY SHERIFF'S OFFICE–TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, April 29, 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 "RFB-2009-127-04-29-ERT-HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY SHERIFF'S OFFICE– TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Rd
Edinburg, Texas 78539
Attn: Monica Hinojosa
956-383-8114

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**April 29, 2009**
Award of Contract	_____ 2009
Commence Work or Deliver Products	_____,2009

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

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the

Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, 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 (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO.: 2009-127-04-29-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY SHERIFF'S OFFICE
REQUEST FOR BID
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
RFB No. 2009-127-04-29-ERT

EXHIBIT "A"
Hidalgo County Sheriff's Office
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29-ERT

SPECIFICATIONS

SCOPE OF SERVICES:

The County Of Hidalgo is accepting sealed bids to furnish tires for the Hidalgo County Sheriff's Office and any other Hidalgo County Law Enforcement Agencies.

SPECIFICATIONS

The following are tires that will be purchased through the contract term.

NO.

1. 235-85-R16 (hwy all steel 10 ply)
2. LT235-75-R15 (all terrain 10 ply)
3. P215-60-R16
4. LT265-70-R17 (all terrain 10 ply)
5. P225-60-R16
6. LT245-78-R16 (all terrain 10 ply)
7. LT265-75-R16 (all terrain 10 ply)
8. P265-70-R18
9. P255-70-R16
10. P205-65-R15
11. P205-55-R16
12. P205-50-R16
13. 245-70-R19.5 (hwy)
14. P205-75-R15
15. LT235-75-R16
16. P235-70-R17
17. LT325-65-R18

REQUIREMENTS, TERMS AND CONDITIONS

1. One (1) or more vendor(s) may be designated as awarded Vendor(s) for purchases of tires for **Hidalgo County Sheriff's Office.**

2. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

3. **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 on to HIDALGO COUNTY.**

4. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

5. Vendor(s) needs to have been in business for at least two years.

6. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

7. ~~The term of the bid 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.

8. 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.

9. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

10. Vendor(s) will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.

11. Pricing for mounting, rotation, balancing and unit price per tire will be priced separately (see bid page).

12. Mounting, rotation and balancing tires is **OPTIONAL**, will be on an "as needed basis".

13. All purchases will be on an "as needed basis", there is no set quantity for tires being purchased.

14. All tires specified as "all terrain" should be for speeds of 100 mph and greater.

15. All tires specified as "all steel" should be for speeds of 100 mph and greater.

16. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

17. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

18. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN Wednesday, April 22, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, April 24, 2009 by 5:00 p.m.

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL MOUNTING (COST)	OPTIONAL ROTATION (COST)	OPTIONAL BALANCING (COST)
1	235-85-R16 (hwy all steel 10 ply)					
2	LT235-75-R15 (all terrain 10 ply)					
3	P215-60-R16					
4	LT265-70-R17 (all terrain 10 ply)					
5	P225-60-R16					
6	LT245-78-R16 (all terrain 10 ply)					
7	LT265-75-R16 (all terrain 10 ply)					
8	P265-70-R18					
9	P255-70-R16					
10	P205-65-R15					
11	P205-55-R16					
12	P205-50-R16					
13	245-70-R19.5 (hwy)					
14	P205-75-R15					
15	LT235-75-R16					
16	P235-70-R17					
17	LT325-65-R18					

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

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.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GEN'L AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN EA ACC $ AUTO ONLY: AGG $
C	**EXCESS LIABILITY** ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				☐ STATUTE ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/23/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

❒ Less than 125,000 annual gross receipt
❒ Less than 250,000 annual gross receipt
❒ Less than 499,000 annual gross receipt
❒ More than 500,000 annual gross receipt

❒ Black American
❒ Hispanic American
❒ Asian Pacific American

❒ Native American
❒ Women
❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

~~(Attach additional pages if necessary)~~

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

or

Employer identification number
___ - _______

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

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

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL MOUNTING (COST)	OPTIONAL ROTATION (COST)	OPTIONAL BALANCING (COST)
1	235-85-R16 (hwy all steel 10 ply)	Bridgestone DuravisR250 (206-378)	$128.75	$8.00	$6.00	$8.00
2	LT235-75-R15 (all terrain 10 ply)	Firestone Transforce HT (189-650)	$80.00	$8.00	$6.00	$8.00
3	P215-60-R16	Firestone FR380 (061-991)	$66.00	$8.00	$6.00	$8.00
4	LT265-70-R17 (all terrain 10 ply)	Firestone Transforce AT (200-190)	$106.75	$8.00	$6.00	$8.00
5	P225-60-R16	Firestone PV-41 (067-911)	$75.00	$8.00	$6.00	$8.00
6	LT245-78-R16 (all terrain 10 ply)	Firestone Transforce AT (189-582)	$81.00	$8.00	$6.00	$8.00
7	LT265-75-R16 (all terrain 10 ply)	Firestone Transforce AT (189 599)	$88.00	$8.00	$6.00	$8.00
8	P265-70-R18	Firestone Destination AT (077-546)	$102.50	$8.00	$6.00	$8.00
9	P255-70-R16	Firestone Destination AT (026-869)	$87.00	$8.00	$6.00	$8.00
10	P205-65-R15	Firestone FR380 (098-019)	$48.00	$8.00	$6.00	$8.00
11	P205-55-R16	Firestone FR710 (085-876)	$69.60	$8.00	$6.00	$8.00
12	P205-50-R16	Firestone Wide Oval (027-651)	$66.75	$8.00	$6.00	$8.00
13	245-70-R19.5 (hwy)	Firestone FS560 12 PLY (169-981)	$172.00	$18.00	$22.00	$20.00
14	P205-75-R15	Firestone FR380 (098-051)	$53.00	$8.00	$6.00	$8.00
15	LT235-75-R16	Firestone Destination AT SL (112-192)	$83.40	$8.00	$6.00	$8.00
16	P235-70-R17	Firestone Destination AT (094-869)	$91.00	$8.00	$6.00	$8.00
17	LT325-65-R18	Firestone Destination AT (192-353)	$220.00	$8.00	$6.00	$8.00

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

*Service will be performed out of:.

345 W. Expressway 83
Pharr, Texas 78577
(956) 702-9888 Office (956) 702-9889 Fax

HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

TABULATION SHEET (tires only)

No.	TIRE SIZE AND DESCRIPTION	Tire Centers, LLC		A to Z Tire & Battery, Inc.		Southern Tire Mart, LLC	
		BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE
1	235-85-R16 (hwy all steel 10 ply)	MICHELIN XPS	$102.12	**CHAPARRAL XT**	**$75.00**	BRIDGESTONE DURAVISR250 (206-378)	$128.75
2	LT235-75-R15 (all terrain 10 ply)	HANKOOK RF10	$86.92	NO BID	NO BID	**FIRESTONE TRANSFORCE HT (189-650)**	**$80.00**
3	P215-60-R16	UNIROYAL AS6000	$55.07	**FINALIST**	**$44.00**	FIRESTONE FR380 (061-991)	$66.00
4	LT265-70-R17 (all terrain 10 ply)	HANKOOK RF10	$127.70	**SUMMIT**	**$103.00**	FIRESTONE TRANSFORCE AT (200-190)	$106.75
5	P225-60-R16 (speed rated)	B.F.G. ADVANTAGE	$73.58	**FINALIST**	**$46.50**	FIRESTONE PV-41 (067-911)	$75.00
6	LT245-78-R16 (all terrain 10 ply)	HANKOOK RF10	$107.59	**CHAPARRAL XT**	**$74.00**	FIRESTONE TRANSFORCE AT (189-582)	$81.00
7	LT265-75-R16 (all terrain 10 ply)	UNIROYAL AWT	$115.10	**CHAPARRAL XT**	**$81.50**	FIRESTONE TRANSFORCE AT (189-599)	$88.00
8	P265-70-R18	BFG LG	$110.86	TOYO HT	$118.00	**FIRESTONE DESTINATION AT (077-546)**	**$102.50**
9	P255-70-R16	UNIROYAL AWP	$80.07	**NEPTUNE**	**$71.50**	FIRESTONE DESTINATION AT (026-869)	$87.00

10	P205-65-R15	UNIROYAL AS6000	$46.92	**FINALIST**	**$39.00**	FIRESTONE FR380 (098-019)	$48.00
11	P205-55-R16	UNIROYAL TOURING	$60.15	**FINALIST**	**$40.00**	FIRESTONE FR710 (085-876)	$69.60
12	P205-50-R16	HANKOOK H418	$72.21	**WESTLAKE**	**$45.00**	FIRESTONE WIDE OVAL (027-651)	$66.75
13	245-70-R19.5 (hwy)	HANKOOK AH 11	$179.53	**ADVANCE**	**$128.00**	FIRESTONE FS560 12 PLY (169-981)	$172.00
14	P205-75-R15	UNIROYAL AS6000	$44.73	**CATALYST**	**$43.50**	FIRESTONE FR380 (098-051)	$53.00
15	LT235-75-R16	**UNIROYAL AWR**	**$71.63**	TOYO HT	$86.00	FIRESTONE DESTINATION AT SL (112-192)	$83.40
16	P235-70-R17	HANKOOK RHD3	$91.43	TOYO	$102.00	**FIRESTONE DESTINATION AT (094-869)**	**$91.00**
17	LT325-65-R18	BFG AIT	$233.82	**TOYO**	**$180.00**	FIRESTONE DESTINATION AT (192-353)	$220.00

SEE BOLDED AREAS FOR LOW AWARDED PRICING UNDER AWARDED VENDOR NAME

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
4/27/2009 12:29:27

PRODUCER
Zurich
888-795-7544
7045 College Blvd
Overland Park KS 66211

37826

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 212
SOUTHERN TIRE MART LLC
529 INDUSTRIAL PARK RD
COLUMBIA MS 39429
USA

COMPANIES AFFORDING COVERAGE

COMPANY A: Universal Underwriters Insurance Company
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)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [ ] OWNER'S & CONTRACTOR'S PROT	266120C	8/1/2008	8/1/2009	GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$ 1,500,000
					PERSONAL & ADV INJURY	$
					EACH OCCURRENCE	$ 500,000
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	266120C	8/1/2008	8/1/2009	COMBINED SINGLE LIMIT	$ 300,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
A	**GARAGE LIABILITY** [ ] ANY AUTO	266120C	8/1/2008	8/1/2009	AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$ 500,000
					AGGREGATE	$
A	**EXCESS LIABILITY** [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	266120C	8/1/2008	8/1/2009	EACH OCCURRENCE	$ 26,000,000
					AGGREGATE	$
					Products Comp-Op Agg	$ 26,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [X] EXCL				WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - POLICY LIMIT	$
					E.L. DISEASE - EA EMPLOYEE	$
A	**OTHER** Customer Auto	266120C	8/1/2008	8/1/2009	Direct Primary	2,500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

End. 089 Applies -Umbrella Limit Inclusive. Customer Auto Excluded for Natural Disasters.

30-day Notice of Cancellation applies, except for cancellations due to non-payment of premium

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 COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Chris Reeves

ACORD 25-S (1/95)

© ACORD CORPORATION 1988

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID: SOUTE41 | DATE (MM/DD/YYYY): 05/27/09

PRODUCER

HUB Int'l Gulf South Limited
11606 Southfork Dr.; Suite 300
Baton Rouge LA 70816
Phone: 225-218-2400 Fax: 225-218-2401

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

Southern Tire Mart, LLC
529 Industrial Park Road
Columbia MS 39429

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Insurance Co.	23043
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PROJECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2-191-449285-018-01	05/01/09	05/01/10	X WC STATUTORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				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

CERTIFICATE HOLDER

HIDAL-1

Hidalgo County
Attn: Purchasing Dept
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 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

David Alligood

ACORD 25 (2001/08)

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REQUIREMENTS AGREEMENT
C-09-127B-06-08

THIS AGREEMENT (the "Agreement") is entered into effective as of the **8th** day of **June, 2009** by and between **Tire Centers, LLC** ("Seller") and **Hidalgo County Sheriff's Office** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** and any other **Hidalgo County Law Enforcement Agencies** for the **"Purchase of Tires"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one **(1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2) one (1) year terms**, under the same rates, terms and conditions. This Contract shall commence on **June 08, 2009** and expire on **June 07, 2010** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" attached hereto. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer:
Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
Tire Centers, LLC
Attention: Rodolfo Rodriguez, Center Manager
403 East Expressway 83
Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it

is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

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

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

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

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Tire Centers, LLC

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:

_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

April 14, 2009

_____

_____

_____

_____

Re: **~~HIDALGO COUNTY SHERIFF'S OFFICE~~**
Request for Bids -**"Tires, Mounting, Rotation and Balancing Service"**
Bid No: 09-127-04-29-ERT

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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE
"Tires, Mounting, Rotation and Balancing Service"
Bid No: 2009-127-04-29-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 5 pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Requirement Agreement, consisting of 5 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

April 14, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-127-04-29-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 Ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"

BID OPENING DATE: April 29, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY SHERIFF'S OFFICE–TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2009-127-04-29-ERT- HIDALGO COUNTY SHERIFF'S OFFICE–TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, April 29, 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 "RFB-2009-127-04-29-ERT-HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY SHERIFF'S OFFICE– TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Rd
Edinburg, Texas 78539
Attn: Monica Hinojosa
956-383-8114

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**April 29, 2009**
Award of Contract	_____ 2009
Commence Work or Deliver Products	_____,2009

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

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the

Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, 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 (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO.: 2009-127-04-29-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY SHERIFF'S OFFICE
REQUEST FOR BID
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
RFB No. 2009-127-04-29-ERT

EXHIBIT "A"
Hidalgo County Sheriff's Office
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29-ERT

SPECIFICATIONS

SCOPE OF SERVICES:

The County Of Hidalgo is accepting sealed bids to furnish tires for the Hidalgo County Sheriff's Office and any other Hidalgo County Law Enforcement Agencies.

SPECIFICATIONS

The following are tires that will be purchased through the contract term.

NO.

1. 235-85-R16 (hwy all steel 10 ply)
2. LT235-75-R15 (all terrain 10 ply)
3. P215-60-R16
4. LT265-70-R17 (all terrain 10 ply)
5. P225-60-R16
6. LT245-78-R16 (all terrain 10 ply)
7. LT265-75-R16 (all terrain 10 ply)
8. P265-70-R18
9. P255-70-R16
10. P205-65-R15
11. P205-55-R16
12. P205-50-R16
13. 245-70-R19.5 (hwy)
14. P205-75-R15
15. LT235-75-R16
16. P235-70-R17
17. LT325-65-R18

REQUIREMENTS, TERMS AND CONDITIONS

1. One (1) or more vendor(s) may be designated as awarded Vendor(s) for purchases of tires for **Hidalgo County Sheriff's Office.**

2. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

3. **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 on to HIDALGO COUNTY.**

4. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

5. Vendor(s) needs to have been in business for at least two years.

6. Hidalgo County may utilize **"State Awarded Contracts"** when it is in the County best interest to do so.

7. ~~The term of the bid 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.

8. 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.

9. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

10. Vendor(s) will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.

11. Pricing for mounting, rotation, balancing and unit price per tire will be priced separately (see bid page).

12. Mounting, rotation and balancing tires is **OPTIONAL**, will be on an "as needed basis".

13. All purchases will be on an "as needed basis", there is no set quantity for tires being purchased.

14. All tires specified as "all terrain" should be for speeds of 100 mph and greater.

15. All tires specified as "all steel" should be for speeds of 100 mph and greater.

16. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

17. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

18. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN Wednesday, April 22, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, April 24, 2009 by 5:00 p.m.

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL MOUNTING (COST)	OPTIONAL ROTATION (COST)	OPTIONAL BALANCING (COST)
1	235-85-R16 (hwy all steel 10 ply)					
2	LT235-75-R15 (all terrain 10 ply)					
3	P215-60-R16					
4	LT265-70-R17 (all terrain 10 ply)					
5	P225-60-R16					
6	LT245-78-R16 (all terrain 10 ply)					
7	LT265-75-R16 (all terrain 10 ply)					
8	P265-70-R18					
9	P255-70-R16					
10	P205-65-R15					
11	P205-55-R16					
12	P205-50-R16					
13	245-70-R19.5 (hwy)					
14	P205-75-R15					
15	LT235-75-R16					
16	P235-70-R17					
17	LT325-65-R18					

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

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 PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT. ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GEN'L AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AUTO ONLY: AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				WC STATU- ☐ OTH-ER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

SAMPLE

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

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. 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

	OFFICE USE ONLY
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.	Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

❒ Less than 125,000 annual gross receipt
❒ Less than 250,000 annual gross receipt
❒ Less than 499,000 annual gross receipt
❒ More than 500,000 annual gross receipt

❒ Black American
❒ Hispanic American
❒ Asian Pacific American

❒ Native American
❒ Women
❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

~~(Attach additional pages if necessary)~~

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ __ ____

or

Employer identification number
__ _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

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

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [3]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or 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.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

COPY

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE Tires Purchased at TCI.

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL MOUNTING (COST)	OPTIONAL ROTATION (COST)	OPTIONAL BALANCING (COST)	Valve Stem / Scrap
1	235-85-R16 (hwy all steel 10 ply)	Michelin XPS	$162.12	0	0	$8.00	$1.00 $2.00
2	LT235-75-R15 (all terrain 10 ply)	Hankook RF10	$86.92	0	0	$8.00	$1.00 $2.00
3	P215-60-R16	Uniroyal AS6000	$55.07	0	0	$8.00	$1.00 $2.00
4	LT265-70-R17 (all terrain 10 ply)	Hankook RF10	$127.70	0	0	$8.00	$1.00 $2.00
5	P225-60-R16	B.F.G. Advantage	$73.58	0	0	$8.00	$1.00 $2.00
6	LT245-78-R16 (all terrain 10 ply)	Hankook RF10	$107.59	0	0	$8.00	$1.00 $2.00
7	LT265-75-R16 (all terrain 10 ply)	Uniroyal AWT	$115.10	0	0	$8.00	
8	P265-70-R18	BFG LG	$110.86	0	0	$8.00	$1.00 $2.00
9	P255-70-R16	Uniroyal AWP	$80.07	0	0	$8.00	$1.00 $2.00
10	P205-65-R15	Uniroyal AS6000	$46.92	0	0	$8.00	$1.00 $2.00
11	P205-55-R16	Uniroyal Touring	$60.15	0	0	$8.00	$1.00 $2.00
12	P205-50-R16	Hankook H418	$72.21	0	0	$8.00	$1.00 $2.00
13	245-70-R19.5 (hwy)	Hankook AH11	$179.53	$15.00	$5.00	$20.00	$2.50 $5.00
14	P205-75-R15	Uniroyal AS6000	$44.73	0	0	$8.00	$1.00 $2.00
15	LT235-75-R16	Uniroyal AWR	$71.63	0	0	$8.00	$1.00 $2.00
16	P235-70-R17	Hankook RH03	$91.43	0	0	$8.00	$1.00 $2.00
17	LT325-65-R18	BFG A/T	$233.82	0	0	$8.00	$1.00 $2.00

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

TABULATION SHEET (tires only)

No.	TIRE SIZE AND DESCRIPTION	Tire Centers, LLC		A to Z Tire & Battery, Inc.		Southern Tire Mart, LLC	
		BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE
1	235-85-R16 (hwy all steel 10 ply)	MICHELIN XPS	$102.12	**CHAPARRAL XT**	**$75.00**	BRIDGESTONE DURAVISR250 (206-378)	$128.75
2	LT235-75-R15 (all terrain 10 ply)	HANKOOK RF10	$86.92	NO BID	NO BID	**FIRESTONE TRANSFORCE HT (189-650)**	**$80.00**
3	P215-60-R16	UNIROYAL AS6000	$55.07	**FINALIST**	**$44.00**	FIRESTONE FR380 (061-991)	$66.00
4	LT265-70-R17 (all terrain 10 ply)	HANKOOK RF10	$127.70	**SUMMIT**	**$103.00**	FIRESTONE TRANSFORCE AT (200-190)	$106.75
5	P225-60-R16 (speed rated)	B.F.G. ADVANTAGE	$73.58	**FINALIST**	**$46.50**	FIRESTONE PV-41 (067-911)	$75.00
6	LT245-78-R16 (all terrain 10 ply)	HANKOOK RF10	$107.59	**CHAPARRAL XT**	**$74.00**	FIRESTONE TRANSFORCE AT (189-582)	$81.00
7	LT265-75-R16 (all terrain 10 ply)	UNIROYAL AWT	$115.10	**CHAPARRAL XT**	**$81.50**	FIRESTONE TRANSFORCE AT (189-599)	$88.00
8	P265-70-R18	BFG LG	$110.86	TOYO HT	$118.00	**FIRESTONE DESTINATION AT (077-546)**	**$102.50**
9	P255-70-R16	UNIROYAL AWP	$80.07	**NEPTUNE**	**$71.50**	FIRESTONE DESTINATION AT (026-869)	$87.00

10	P205-65-R15	UNIROYAL AS6000	$46.92	**FINALIST**	**$39.00**	FIRESTONE FR380 (098-019)	$48.00
11	P205-55-R16	UNIROYAL TOURING	$60.15	**FINALIST**	**$40.00**	FIRESTONE FR710 (085-876)	$69.60
12	P205-50-R16	HANKOOK H418	$72.21	**WESTLAKE**	**$45.00**	FIRESTONE WIDE OVAL (027-651)	$66.75
13	245-70-R19.5 (hwy)	HANKOOK AH 11	$179.53	**ADVANCE**	**$128.00**	FIRESTONE FS560 12 PLY (169-981)	$172.00
14	P205-75-R15	UNIROYAL AS6000	$44.73	**CATALYST**	**$43.50**	FIRESTONE FR380 (098-051)	$53.00
15	LT235-75-R16	**UNIROYAL AWR**	**$71.63**	TOYO HT	$86.00	FIRESTONE DESTINATION AT SL (112-192)	$83.40
16	P235-70-R17	HANKOOK RHD3	$91.43	TOYO	$102.00	**FIRESTONE DESTINATION AT (094-869)**	**$91.00**
17	LT325-65-R18	BFG AIT	$233.82	**TOYO**	**$180.00**	FIRESTONE DESTINATION AT (192-353)	$220.00

SEE BOLDED AREAS FOR LOW AWARDED PRICING UNDER AWARDED VENDOR NAME

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/06/2009

PRODUCER 877-945-7378

Willis BRH
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

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 Tire Centers, LLC
310 Inglesby Parkway
Duncan, SC 29334

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Arch Insurance Company	11150-001
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	31GPP4948100	8/1/2008	8/1/2009	EACH OCCURRENCE	$ 4,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 6,000,000
		X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 6,000,000
A	X	AUTOMOBILE LIABILITY	ALL OTH 31CAB4948200	8/1/2008	8/1/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
A	X	X ANY AUTO	MA 31CAB4948300	8/1/2008	8/1/2009	BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		X Garagekeepers Liab					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	ALL OTH 31WCI4948400	8/1/2008	8/1/2009	X WC STATU-TORY LIMITS OTH-ER	
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	OR & WI 31WCI4948500	8/1/2008	8/1/2009	E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A		OTHER	ALL OTH 31CAB4948200	8/1/2008	8/1/2009		
A		GarageKeepers Liability	MA 31CAB4948300	8/1/2008	8/1/2009	$1,000,000 each Occurrence $1,000,000 each Aggregate	

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

Tire Centers, LLC is self-insured for Auto Physical Damage coverage.

Store #617 Pharr, TX

Hidalgo County is included as an Additional Insured as respects to General Liability and Automobile Liability as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 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

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AI-15834 **23.J.1.**

Authorization to advertise - Purchase of One (1) New 2009 15 Passenger Van CC REGULAR

Date: 06/08/2009
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Requesting authorization to advertise and approval of specifications as attached hereto for the purchase of One (1) New 15 Passenger Van as requested and approved by Chief Israel "Buddy" Silva. (Project #09-235-OGG).

BACKGROUND

Acct .#09-1295-423-00-330-028-0-741 has been appropriated for proposed purchase.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1295-423-00-330-028-0-741
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Available balance as of 6-4-09 $38,000.00

Attachments

Link: 09-235

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/04/2009 11:55 AM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 01:08 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/04/2009 04:51 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Oscar Garza — Started On: 06/03/2009 11:19 AM

Final Approval Date: 06/05/2009

HIDALGO COUNTY: JUVENILE JUSTICE CENTER

REQUIRED SPECIFICATIONS:

(1) NEW 2009	(15 PASSENGER VAN)
ENGINE:	5.4L V8 GAS AUTOMATIC
AIR CONDITIONING:	FRONT/REAR A/C HEAT
ACCESSORIES:	AM-FM RADIO
	FULL SIZE SPARE TIRE
	VINYL SEATS-RUBBER FLOOR
	POWER WINDOWS-LOCS
	SPEED CONTROL
	TILT STEERING WHEEL
	HD 9000# PAYLOAD
	POWER STEERING BRAKES
COLOR:	WHITE
WINDOWS:	PRIVACY GLASS WINDOW
	TINT

Oscar Garza

From: Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
Sent: Monday, April 27, 2009 2:49 PM
To: 'Oscar Garza'
Subject: FW: Purchase of 15Passenger Van

For your review, didn't you recently purchase a van?

Darlene H. Betancourt, CPPB
Procurement Process & Data Manager
Hidalgo County Purchasing Department
2802 S. Business Highway 281
Edinburg, Texas 78539
(956) 292-7000 x-4852
(956) 292-7612 (Fax)
darlene.betancourt@co.hidalgo.tx.us

From: Hidalgo Cty Juvenile Boot Camp [mailto:hcjbc@yahoo.com]
Sent: Monday, April 27, 2009 11:53 AM
To: darlene.betancourt@co.hidalgo.tx.us
Subject: Purchase of 15Passenger Van

Hidalgo County Juvenile Boot Camp
1711 Northbridge, Weslaco Texas, 78596
Richard Garza, Superintendent
(956) 969-4908 fax;969-4928
cell# 454-8309

As per our conversation, I am requesting your assistance in the purchase of a:

15 PASS VAN E-SERIES
E-350 XL SD EXT WAGON
5.4L EFI V-8 ENGINE
ELECT. 4-SPD AUTO O/D TRANS

note; please utilize account # 9-1295-423-00-330-028-0-741for the purchase.
Approval by Chief; Israel "Buddy" Silva has been obtained for vechicle purchase.

Thank you from
Superitendent: Ricahrd Garza
Hidalgo County Juvenile Boot Camp
P: 956-969-4908
F: 956-969-4928
1711 North Bridge Ave
Weslaco, Tx 78596

AI-15750 **23.K.1.**

County Clerk-Extension-Sixty (60 Day-Landata Technologies Inc.-C-06-371-06-12

CC REGULAR

Date:	06/08/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	County Clerk

Information

CAPTION

Requesting authority to exercise the sixty (60) day grace period extension, as provided in the current contract for: "Data Warehousing of Hidalgo County Commissioner's Court Meeting" for the Hidalgo County Clerk's Office, under the same rates, terms and conditions with Landata Technologies, Inc., effective 06/12/09 -08/11/09.

BACKGROUND

Letter of Extension-Landata Technologies, Inc.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1237-415-40-180-003-0-350

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

BUDGETARY IMPACT:

PO #615732; amount available as of 6-4-09 $2,400.00 for LandData Technologies, Inc. Available acct balance as of 6-4-09 $15,600.00.

Attachments

Link: Extension-Sixty (60 Day-Landata Technologies

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2009 05:09 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 08:13 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/04/2009 08:40 AM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Letty Saenz Started On: 05/29/2009 10:27 AM

Final Approval Date: 06/05/2009

PURCHASING DEPARTMENT
County Of Hidalgo

May 29, 2009

Scott G. Fausto, Vice President of Direct Sales
LANDATA TECHNOLOGIES, INC.
5730 North West Parkway #100
San Antonio, Texas 78249

Via facsimile (210) 366-3058
Email **SFAUSTO@landata.com**

Re: ***Extension "Sixty(60)Day" - "Data Warehousing of Hidalgo County Commissioner's Court Minutes" - Hidalgo County Clerk-C-06-371-06-12***

Dear Mr. Fausto:

Commissioners' Court will take applicable action **(Tuesday, June 9, 2009)** in connection with the Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed. **(Commencing, June 12, 2009 - Expiring, August 11, 2009)** or **(upon completion of the procurement process which ever comes first)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, June 02, 2009, attn: Leticia Saenz, Contracts Mgr. to facsimile (956) 318-2629 or via email leticia.saenz@co.hidalgo.tx.us .

By: _____ Date: 6/3/09

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

Respectfully,

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

xc: File

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-371-06-12

THIS CONTRACT is made and entered into this **12th** day of **JUNE, 2006** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **LANDATA TECHNOLOGIES, INC.** of **SAN ANTONIO, TEXAS** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"DATA WAREHOUSING OF HIDALGO COUNTY COMMISSIONER'S COURT MINUTES"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for **"DATA WAREHOUSING OF HIDALGO COUNTY COMMISSIONER'S COURT MINUTES"**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **HIDALGO COUNTY** following a request for Services by the **DEPARTMENT HEAD** or designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of Thirty Six (36) Months, or Three (3) Years commencing **JUNE 12, 2006** and may be extended at the sole discretion of the County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:

Landata Technologies, Inc.
Attn: Alan Cellura, President/CEO
5730 Northwest Parkway #100
San Antonio, Texas 78249

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _____ day of_____, 2006.

Approved by Commissioners Court on **June 12, 2006**.

APPROVED AS TO FORM:

Atlas & Hall, LLP

By: _____

~~Atlas & Hall, LLP~~

Date: 12-1-06

COUNTY OF HIDALGO

By: _____

Ramon Garcia, County Judge

Date: 12-4-06

Approved by Commissioners' Court
on 6-12-06

ATTEST:

_____

EddyTrevino, Acting County Clerk

Date: _____

COMPANY: Landata Technologies, Inc.

By: _____

Printed Name: ALAN CELLAN

Title: PRESIDENT

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT A
LANDATA TECHNOLOGIES, INC.
Internet Data Warehousing /Disaster Recovery Agreement

LTI will maintain an Internet web page to support ability for the Customer to make available Customer documents.

1. LTI Internet Data Warehousing and Disaster Recovery Product Overview:

Landata Technologies, Inc. (LTI) has developed a comprehensive solution for Customers across the nation combining state-of-the-art hardware and software technology to support disaster recovery, access to document images and index data over the Internet as part of our Data Warehousing Initiative.

a. INTERNET ACCESS, DISASTER RECOVERY, SECURE STORAGE OF ELECTRONIC DATA

To support public access over the Internet to the warehoused index data and document images, the LTI Internet Development Team has custom designed a web site based on specifications provided by the Customer. The site will support viewing, printing and/or downloading of document images as specified by the Customer.

The basis of the LANDATA Data Warehousing initiative is to offer secure, offsite storage and scheduled updating of the index and document image data maintained by the Customer. As part of this service, LTI allocates a dedicated portion of server storage in the LTI Internet Data Center (IDC) for on-line document image and index data that is generated and maintained in the Customer's office. An "automated process" will facilitate transfer of updates from the Customer's database to the database maintained in the IDC in order to maintain a duplicate copy of the information processed by the Customer.

All information warehoused on behalf of our Customer business partners is the property of the Customer and, as such, is not sold or utilized in any manner not explicitly authorized by the Customer.

b. VALUE ADDED SERVICES

As part of the Data Warehousing Initiative, LTI will provide help desk support and updates to the web site for the life of the contract. The highly trained LTI help desk staff will answer all questions regarding the Internet site thus eliminating the need for the Customer's personnel to provide this function. This service significantly reduces the cost and burden on the recorder compared to an in-house solution.

2. FINANCIAL TERMS

The cost to the Customer to maintain LANDATA's Data Warehousing Program is as follows:

i. Monthly maintenance fee of $2,100.00.
ii. Customer will obtain and pay costs for a business DSL Internet connection (or better) through the term of this contract.
iii. Customer will maintain a CISCO PIX 506e firewall/VPN server or work with LTI to maintain an "automated process" to facilitate transfer of updates from the Customer's database to the database maintained in the IDC in order to maintain a duplicate copy of the information processed by the Customer.
iv. Customer will receive the following capabilities from LTI's facility:
   - 800 # support from 8 am to 5:00 pm
   - On-going web-site support

3. Contract Term

a. This agreement is valid for 36 consecutive months from contract date.

4. Additions.

a. Additional products and services including but not limited to hardware, software, electronic filing, support, programming, conversion, Data Warehousing and data entry (indexing) services may be licensed or obtained by referencing this Agreement, and by the execution of an addendum specifying the product to be licensed, service to be provided and the prices therefore. Moreover, any agency, authority, or elected office of **HIDALGO** **County** may procure products, licensing and services under this Agreement.

5. Indemnity and Limitations.

a. Indemnification. In addition to any other indemnification provided herein, LTI and Customer shall indemnify, defend, and hold harmless the other and its affiliates and subsidiaries and their respective officers, employees, agents, successors and assigns from and against any and all losses, damages, costs, expenses, or liabilities, including but not limited to, reasonable attorney's fees and court costs to which the non-breaching Party may be subject resulting from the failure of the breaching Party to perform or observe any material covenant, term, or condition of this Agreement or the material breach by the breaching Partner of any representation or warranty made by it in this Agreement.
b. Third Party Claims. It is the understanding of LTI and Customer that neither party shall indemnify the other Partner for any third party claims.
c. Limitations. LTI OR CUSTOMER NOR ANY OF THEIR AFFILIATES, SUBSIDIARIES, OR PARENT CORPORATIONS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES.

EXHIBIT A
LANDATA MINUTES MINDER
SOFTWARE MAINTENANCE/SUPPORT AGREEMENT

This Agreement entered into as of this 12TH day of JUNE, 2006 by and between **LANDATA TECHNOLOGIES, INC.** ("Licensor") having its principal place of business at 5730 Northwest Parkway, Suite 100, San Antonio, Texas 78249, and HIDALGO **COUNTY** ("Customer"), whose principal place of business is: 100 NORTH CLOSNER, EDINBURG, TEXAS 78539.

WHEREAS, Licensor and Customer have entered into a certain license agreement (the "License Agreement") pursuant to which Licensor agrees to license to Customer certain **LANDATA E-STAR PLUS™** software (the "Software"); and

WHEREAS, Licensor desires to maintain, and Customer desires to obtain maintenance of, the Software on the terms and conditions hereinafter provided:

1. Maintenance Services

The maintenance services to be provided hereunder (the "Maintenance Services") shall consist of: (a) technical assistance in operations and maintenance for Software provided by Licensor to Customer relating to the System or enhancements thereto (software updates, debugging, etc.), for the term of this contract; and (b) distribution by Licensor to Customer at no charge of minor enhancements to the Software which may be developed from time to time by Licensor. Install/training and expenses (expenses to include, travel, meals, lodging, long distance, etc.) of these enhancements are billable.

2. Customer Requirement for Remote Support

Customer agrees that prior to system installation date, it will supply a CISCO PIX 506E (or compatible) firewall/VPN Server and a minimum 512 KB Internet connection for the purposes of the Licensor providing remote software maintenance services.

3. Enhancements

During the Term of this Agreement, Customer may be offered corrections, small enhancements and bug fixes of and to the Software. Should Licensor make corrections and small enhancements to the Software, these enhancements will be made available, at Licensor's sole option, to Customer as a part of support at no additional charge. Should, however, Licensor add commercially significant new features or functions to Software that are substantially different from the current functions, Licensor reserves the right to offer a new license for such features and/or functions at additional licensing fees. Customer is free to elect or decline any offer by Licensor of such new features and/or functions. Except as provided in Paragraph 1 hereof, nothing in this Agreement required Licensor to make any correction, enhancement or bug fix to Software. The parties agree that distinctions among "corrections," "small, minor and major

enhancements" and "new functions" are now, and shall be during the course of performance of this Agreement, made in the sole and exclusive discretion of Licensor.

4. Maintenance Fees

During the term commencing upon system installation, and continuing for three years thereafter, Licensor shall provide Maintenance Services to Customer for an annual fee of $3,600.00 (plus applicable sales tax), which fee shall be payable annually in advance. At least thirty (30) days prior to the expiration date (Anniversary Date) of this contract, Licensor shall notify Customer of the annual maintenance fee to be charged by the Licensor for the next succeeding year, whereupon, unless Customer notifies Licensor in writing that this Agreement shall terminate on the Anniversary Date, this Agreement shall be extended and renewed for an additional period of one year at the annual fee so specified by the Licensor.

5. Incident Support

Incident Support encompasses any software services provided to the Customer for "non-bug" related support.

6. Incident Support Fees

Customer Support is billable at $ 150.00 per hour, 1/4-hour minimum, 1/4-hour increments. *(Note: LTI support staff will have discretion in determining whether an Incident Support call is or is not billable.)*

7. Additional Services

At the request of the Customer, and with the consent of the Licensor, Licensor may also provide additional technical, operational or other assistance or consulting to Customer outside the scope of services in excess of the amount included as the Maintenance Services at Licensor's standard hourly rates then in effect.

8. Additions.

Additional products and services including but not limited to hardware, software, electronic filing, support, programming, conversion, Data Warehousing and data entry (indexing) services may be licensed or obtained by referencing this Agreement, and by the execution of an addendum specifying the product to be licensed, service to be provided and the prices therefore. Moreover, any agency, authority, or elected office of **HIDALGO** **County** may procure products, licensing and services under this Agreement.

8. Conditions

The termination of the License Agreement, or of the license granted therein, shall automatically result in the termination of this Agreement. LICENSOR MAKES NO WARRANTY, EXPRESS

OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OF ANY KIND WHATSOEVER, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED BY LICENSOR AND WAIVED BY CUSTOMER. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT LICENSOR'S MAXIMUM LIABILITY TO CUSTOMER HEREUNDER SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY THE CUSTOMER TO LICENSOR HEREUNDER DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS.

EXHIBIT "B"
VENDOR'S BID PRICE

EXHIBIT B
DATA WAREHOUSING AND MINUTES MINDER MAINTENANCE SERVICE FEES

Description	Qty	Unit Price	Extended Price
DATA WAREHOUSING OF HIDALGO COUNTY COMMISSIONER COURT MINUTES			
Monthly Data Warehousing fee	36	$2,100.00	$75,600.00

Additional Services		Qty	Unit Price	Extended Price
Software	**Minutes Minder Software Maintenance**			
	Production User license	36	$150.00	$5,400.00
	2nd license	36	$150.00	$5,400.00
	TOTAL MAINTENANCE		**$300.00**	**$10,800.00**

Alan Cellura
President and CEO
Date: 12/11/06

Hidalgo County Clerk
Date: _____

EXHIBIT "C"
INSURANCE CERTIFICATE

4. **Requesting approval to utilize YORK International Corporation's TXMAS Contract 5-03FAC020 through our membership/participation with Texas Building & Procurement Commission as an additional resource (on an AS NEEDED BASIS) for the acquisition of air conditioning related products including installations as titled under TBPC contract as facilities maintenance and management**

   On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

F. HIDALGO COUNTY CLERK'S OFFICE-

1. **Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (C) for: "Data Warehousing of Hidalgo County Commissioner's Court Minutes" with Land Data Technologies, Inc. for Hidalgo County Clerk's Office**

   On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

2. **Requesting approval of a Service Agreement for: "Data Warehousing of Hidalgo County Commissioners' Court Minutes" for Hidalgo County Clerk's Office with Land Data Technologies, Inc. a Catalogue Information Systems Vendor(CISV), through the resolution with the State Texas, under the TBPC**

   On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

3. **Presentation for discussion, consideration, acceptance, and approval of request for payment for Invoices as follows:**

DATE	INVOICE NO.	AMOUNT DUE
02/05/06	039313	$ 2,400.00
03/05/06	039366	$ 2,400.00
04/05/06	039424	$ 2,400.00
05/05/06	039485	$ 2,400.00
TOTAL DUE		$ 9,600.00

   for services rendered after expiration of extension term (12/24/02-12/24/05), from Landata Technologies, Inc., contracted firm for "Data Warehousing of Hidalgo County Commissioner's Court Minutes"

   On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 12/27/2006

PRODUCER
JOHN L. WORTHAM & SON, L.P.
P.O. BOX 1388
HOUSTON, TEXAS 77251-1388

052102-315-3 ecb - hpeacock

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
LANDATA TECHNOLOGIES, INC.
5730 NORTHWEST PARKWAY, SUITE 100
SAN ANTONIO, TX 78249

INSURER A: Federal Insurance Company
INSURER B: Great Northern Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	35388591	12/31/2006	12/31/2007	EACH OCCURRENCE	$ 1,000,000
	✓ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ INCLUDED
	☐ CLAIMS MADE ☑ OCCUR				MED EXP (Any one person)	$ 10,000
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ SEE BELOW
	✓ POLICY ☐ PRO-JECT ☐ LOC					
A	AUTOMOBILE LIABILITY	73264866 (VA)	12/31/2006	12/31/2007	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
B	☐ ANY AUTO	73264868 (O/S)	12/31/2006	12/31/2007		
	✓ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	☐ SCHEDULED AUTOS					
	✓ HIRED AUTOS				BODILY INJURY (Per accident)	$
	✓ NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
						$
	☐ DEDUCTIBLE					$
	RETENTION $					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	71654821 (O/S)	12/31/2006	12/31/2007	✓ WC STATU-TORY LIMITS ☐ OTH-ER	$
A		71705137 (MA, WI)	12/31/2006	12/31/2007	E.L. EACH ACCIDENT	$ 1,000,00
					E.L. DISEASE - EA EMPLOYEE	$ 1,000,00
					E.L. DISEASE - POLICY LIMIT	$ 1,000,00
	OTHER					

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

PRODUCTS-COMP/OP AGG. INCLUDED IN GENERAL AGG.

HIDALGO COUNTY IS INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY AND AUTO LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER | ☐ ADDITIONAL INSURED; INSURER LETTER:

HIDALGO CO. PURCHASING DEPARTMENT
ATTN: MARY MALDONADO - FAX #956-318-3629
100 E. CANO, 5TH FLOOR
EDINBURG, TX 78539

CANCELLATION (BELOW & SEE REVERSE)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE John L. Wortham & Son, L.P.

© ACORD CORPORATION 19

AI-15823 **23.L.1.**

Granting Access to County Property

CC REGULAR

Date:	06/08/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Co. Wide

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 make repairs to a sewer line as authorized presented to Commissioners' Court on 5/12/09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Property owner is responsible for all expenses associated with the repairs including leaving county property in original condition.

Attachments

Link: Agenda notes

Link: warrranty deed

Link: agreement

Link: back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/04/2009 11:56 AM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 01:02 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/04/2009 01:13 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Nielda Cavazos Started On: 06/03/2009 09:20 AM

Final Approval Date: 06/05/2009

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:

Roll Call Garza, Flores, Salinas, Palacios, Handy

Pledge of Allegiance

Prayer

Approval of Consent Agenda

5. **Open Forum** Linda Garza,

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 Holdings Road

[redacted]-15333 SWEPI, LP v. Railroad Commission of Texas

E. AI-15343 Claim of Jose M. Coronado 1860.68

F. AI-15378 Claim of Yesenia Garcia - 1,983.54

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. 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 Guerra 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. AI-15392 Approval of 457 Plan Hardship Withdrawal requests for employees #019135, 132446, 099406 & 089095

D. FAD 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. Norma Trevino

E. all right AI-15414 Status report regarding the "Improving accountability, transparency and efficiency in county government" project

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

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

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

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

NOTICE

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 constitutes the practice of law. No "standard form" can meet all requirements.*

VOL 1720 PAGE 936

11.00 Cpt

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 ~~heirs~~ and assigns forever; and it does ~~covenant~~ hereby bind itself and its successors ~~heirs, executors and administrators~~ 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

Attest:

R. Denny Clark

Clark Development Ventures
Clark Development Company, Managing Partner

By: W. Floyd Clark
W. Floyd Clark, President

COPY

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

TITLE REPORT
NO. 3202161

Prepared For: **COUNTY OF HIDALGO**
PURCHASING DEPARTMENT

ATTN: **MS. OLGA T. MONTERO, Buyer**

Project Name: {"**K-MART a 50.00 x 264.5 foot tract of land**" }

I, **Jorge A. López,** hereby certify that after a careful search of the records and files in the office of **LandTitleUSA, INC.,** formerly, **HIDALGO COUNTY ABSTRACT & TITLE CO., INC.,** and **THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS,** affecting title to the following described tract of land situated in Hidalgo County, Texas to-wit:

THE RECORDS SHOW THE FOLLOWING:

DESCRIPTION: A tract of land out of **Lot 2, CANTON PLAZA**, an addition to the City of Edinburg, Hidalgo County, Texas, according to the map thereof recorded in **Volume 21, Page 183, Map Records**, Hidalgo County, Texas,; said tract of land **being more particularly described by metes and bounds as follows:**

BEGINNING at the most Southerly Southeast corner of said **Lot 2** for the point of beginning;

THENCE, North 81 degrees **35** minutes **West 50.0 feet** to the Southwest corner of this tract;

THENCE, North 8 degrees **25** minutes **East 264.5 feet** to the Northwest Corner of this tract;

THENCE, South 81 degrees **35** minutes **East 50.0 feet** to the Northeast corner of this tract;

THENCE South 8 degrees **25** minutes **West 264.5 feet** to the Southeast corner of this tract and **POINT OF BEGINNING**, containing **0.30** of an acre of land, more or less.

TITLE APPEARS TO BE VESTED IN: **COLLECTING BANK, N.A. (A bank in liquidation)**
1001 Main Street
Houston, Texas 77002

By a **Special Warranty Deed** dated **January 5, 1992**, recorded in **Volume 3202, Page 161, Official Records**, Hidalgo County, Texas, from **First City, Texas – Houston, N.A.,** formerly known as **FIRST CITY NATIONAL BANK OF HOUSTON**, To: **COLLECTING BANK, N.A.** (a bank in liquidation)

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:

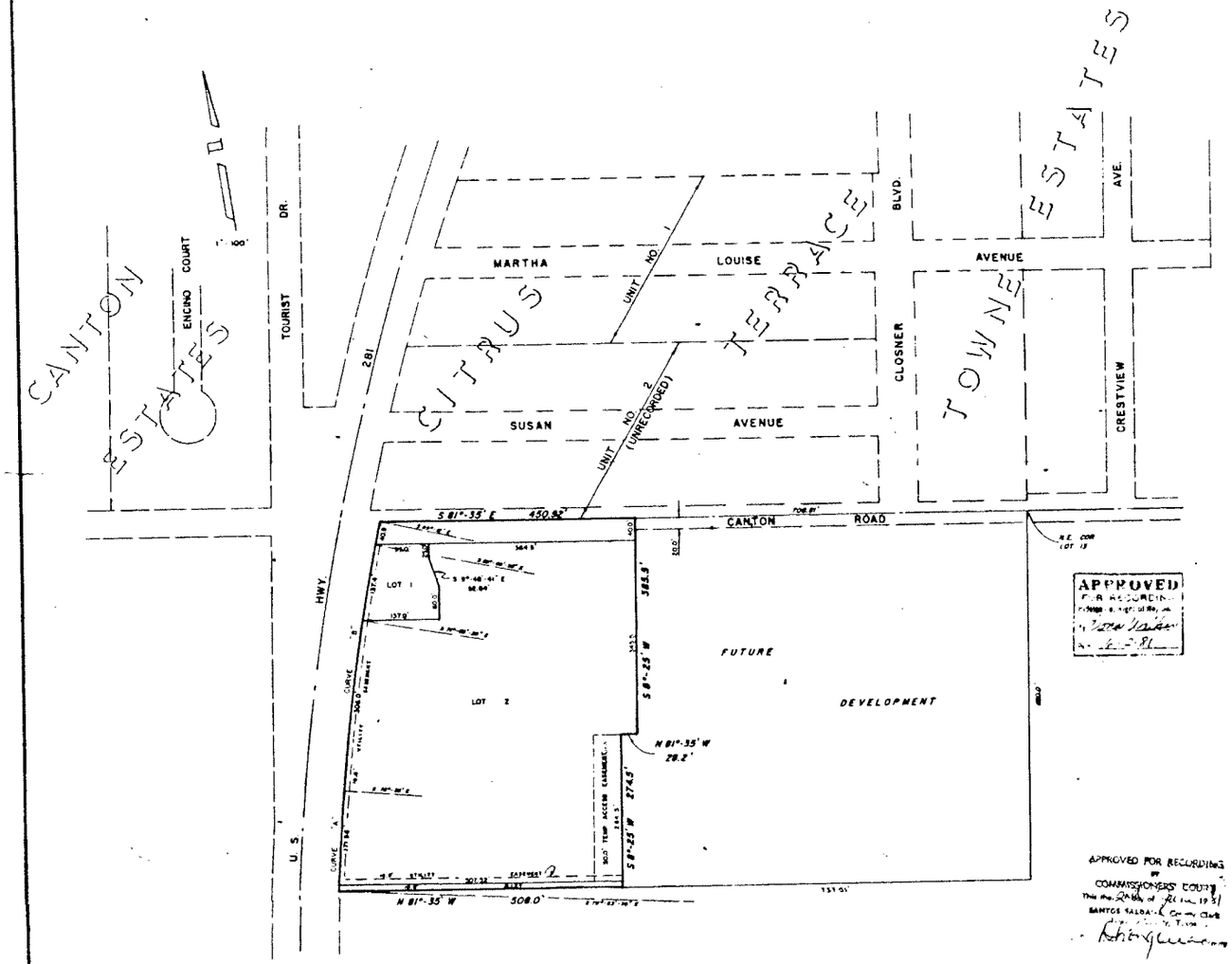
None of Record

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 **FAX NO.: (956) 380-1497**
E-MAIL.: george@landtitleusa.com

JORGE A. LOPEZ/ Title Examiner
{ HUB 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				
SYM	RADIUS	ANGLE	TANGENT	LENGTH
A	4549.69	2°-17' 30"	91.00'	181.97'
B	3740.78	7°-24'	242.44'	484.3'

APPROVED FOR RECORDING BY COMMISSIONERS' COURT
This the 24th day of April, 19 81
SANTOS SALDAÑA, County Clerk, Hidalgo County, Texas

MAP OF

CANTON PLAZA

EDINBURG, TEXAS

FILED FOR RECORD THIS DATE
At 1:15 o'clock P M.

BEING A RESUBDIVISION OF 7.96 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
REGISTERED PUBLIC SURVEYOR
EDINBURG, TEXAS
SURVEYED: NOVEMBER 15, 1979
JOB # 790533

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, 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 24th DAY OF January, A.D., 1980.

NOTARY 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.

CHAIRMAN, PLANNING COMMISSION — DATE 3/18/80

THIS PLAT APPROVED BY THE CITY COMMISSION OF THE CITY OF EDINBURG, ON THIS THE 20th DAY OF May, A.D., 1980.

RONALD A. CASE, MAYOR

ATTEST:
CITY SECRETARY

THIS PLAT APPROVED BY THE HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2 ON THIS THE 5th DAY OF March, A.D., 1981.

PRESIDENT

ATTEST:
SECRETARY

Volume 21 Page 183
Records of Hidalgo County, Texas
Larry L. Smith
County Surveyor

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

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 21, 2009 3:18 PM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: FW: Fiesta Food Store Sewer Line

Attachments: agen.pdf

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 20, 2009 4:16 PM
To: 'Antonio Mendoza'
Cc: 'Valde Guerra'; 'Monica Badillo '; 'ramon.vela@co.hidalgo.tx.us'; 'Darlene Betancourt'; 'Oscar Garza'; 'Daniel Flores'
Subject: FW: Fiesta Food Store Sewer Line

Dear Tony:

There was an item on last week's agenda 5-12-09 under Executive Officer, Valde Guerra, 10.D.- Agenda Item #15412 (attached hereto) that addr

1) Raul Sesin, PE, Director of Hidalgo County Planning Department was designated to oversee the work to be performed by the property ow

2) That all safety issues be complied with by the property owner in accordance with the County Safety Division;

3) That the County's property be restored to it's original condition after work was completed;

4) That the County proceed to draft some type of agreement to address obligations on the part of the property owner and the County rega

I'm playing paralegal here (ha! ha!-notice it's not practicing law without a license): but would we need to draft a 'right of entry agree

If you require any further information or assistance regarding this matter, please do not hesitate to contact me.

Marty

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Wednesday, May 20, 2009 3:03 PM
To: martha.salazar@co.hidalgo.tx.us; 'Valde Guerra'
Subject: FW: Fiesta Food Store Sewer Line

FYI

Monica Badillo, Court Administrator

County of Hidalgo

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539

(956) 292-7025 ext. 5404

(956) 292-7034 (fax)

From: Antonio Mendoza [mailto:antonio.mendoza@da.co.hidalgo.tx.us]
Sent: Friday, May 08, 2009 4:37 PM
To: Monica Badillo
Subject: Re: Fiesta Food Store Sewer Line

Hi Monica,

I need something in writing before I can give any advice.

Thanks.

Antonio Mendoza
Assistant Criminal District Attorney
100 E. Cano, 2nd Floor
Edinburg, Texas 78539
Tel. 956-318-2958
Fax 956-318-2699

CONFIDENTIAL ATTORNEY COMMUNICATION: The foregoing message and all attachments, may be protected by the attorney-client privilege or may be

-----Original Message-----
From: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us> Sent 5/8/2009 3:40:09 PM
To: antonio.mendoza@da.co.hidalgo.tx.us
Cc: "'Valde Guerra'" <valde.guerra@co.hidalgo.tx.us>, roy.quintanilha@co.hidalgo.tx.us, "'Daniel Flores'" <daniel.flores@co.hidalgo.tx.us>,)
Subject: FW: Fiesta Food Store Sewer Line

Good afternoon,

Please review and advise regarding the following: : 'Discussion and action on a request from property owner to access county property to exc

I am placing this on the agenda for 5/12/09. Would we need a written agreement or what documentation does he need to provide to us?

Please advise.

Thank you,

Monica Badillo, Court Administrator

County of Hidalgo

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539

(956) 292-7025 ext. 5404

(956) 292-7034 (fax)

From: Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]
Sent: Friday, May 08, 2009 2:36 PM
To: 'Monica Badillo'
Subject: RE: Fiesta Food Store Sewer Line

Look at the original form they modified it.

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Friday, May 08, 2009 2:32 PM
To: 'Daniel Flores'
Subject: RE: Fiesta Food Store Sewer Line

Daniel where is the memo?

It wasn't attached.

Monica Badillo, Court Administrator

County of Hidalgo

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539

(956) 292-7025 ext. 5404

(956) 292-7034 (fax)

From: Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]
Sent: Thursday, May 07, 2009 4:29 PM
To: Monica Badillo
Subject: FW: Fiesta Food Store Sewer Line

They modified the original request. Please see memo.

From: prisciliano trevino [mailto:jrbuckspizza@yahoo.com]
Sent: Thursday, May 07, 2009 4:24 PM
To: Daniel Flores
Cc: Saul Ortega
Subject: RE: Fiesta Food Store Sewer Line

please see my response in my original memo with the updated information.

--- On Thu, 5/7/09, Daniel Flores <daniel.flores@co.hidalgo.tx.us> wrote:

From: Daniel Flores <daniel.flores@co.hidalgo.tx.us>
Subject: RE: Fiesta Food Store Sewer Line
To: jrbuckspizza@yahoo.com
Cc: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Date: Thursday, May 7, 2009, 3:52 PM

Mr. Trevino,

Your request for permission to excavate/repair a sewage line located on County property was received. What is needed is the assurance (in wr

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From: priscillano trevino [mailto:jrbuckspizza@yahoo.com]
Sent: Wednesday, May 06, 2009 9:41 PM
To: daniel.flores@co.hidalgo.tx.us
Subject: Fiesta Food Store Sewer Line

Dear Mr. Daniel Flores

As per our conversation this afternoon I am sending you this request on behalf of Double O Ent. DBA Fiesta Food Stores concerning a sewer li

please respond as soon as posible so we can start on this project.

Thank you

J.R. Trevino

956-533-3630

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