AI-16407 **6.D.**

Claim of Criselda Rodriguez

CC REGULAR

Date:	07/14/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Criselda Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 08:29 AM	APRV
2	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Aida Alvarez — Started On: 07/08/2009 02:09 PM

Final Approval Date: 07/10/2009

AI-16468 **6.E.**

C-1781-09-C; Gloria Luz Padilla v. Octavio Castaneda dba O.Castaneda Bail Bonds and J.E. "Eddie" Guerra, Constable

CC REGULAR

Date:	07/14/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-1781-09-C; Gloria Luz Padilla v. Octavio Castaneda dba O.Castaneda Bail Bonds and J.E. "Eddie" Guerra, Constable

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/10/2009 04:42 PM	APRV
2	Auditor's Office		07/10/2009 05:06 PM	NEW
Form Started By: Monica Badillo			Started On: 07/10/2009 04:00 PM	
Final Approval Date: 07/10/2009				

AI-16412 **7.D.**

Claim of Criselda Rodriguez

CC REGULAR

Date:	07/14/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Criselda Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 08:32 AM	APRV
2	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Aida Alvarez — Started On: 07/08/2009 02:11 PM

Final Approval Date: 07/10/2009

AI-16469 **7.E.**

C-1781-09-C; Gloria Luz Padilla v. Octavio Castaneda dba O.Castaneda Bail Bonds and J.E. "Eddie" Guerra, Constable

CC REGULAR

Date:	07/14/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-1781-09-C; Gloria Luz Padilla v. Octavio Castaneda dba O.Castaneda Bail Bonds and J.E. "Eddie" Guerra, Constable

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/10/2009 04:42 PM	APRV
2	Auditor's Office		07/10/2009 05:06 PM	NEW
Form Started By: Monica Badillo			Started On: 07/10/2009 04:01 PM	
Final Approval Date: 07/10/2009				

AI-16464 **10.B.**

Capital Improvement Plan

CC REGULAR

Date:	07/14/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and possible action on Capital Improvement Plan, including but not limited to: CIP Process, Capital Projects, and the Financing of Capital Projects.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/10/2009 03:24 PM	APRV
2	Roland Garcia	Rolando Garcia	07/10/2009 04:06 PM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW
Form Started By: Sergio Cruz			Started On: 07/10/2009 02:06 PM	
Final Approval Date: 07/10/2009				

AI-16447 **10.C.**

Deed/Earnest Money Contract - Dickerson

CC REGULAR

Date:	07/14/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

1. Approval of Amendment to Dickerson Earnest Money Contract & authorization for Judge to sign
2. Approval of Deed from Dickerson, closing documents & authorization for Judge to sign

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-048-0-719

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

BUDGETARY IMPACT:

Available balance as of 7-10-09 $2,500,750.00

Earnest money deposit-->9-1100-170-00-000-000-0-000

Attachments

Link: amendment

Link: Deed

Link: HUD doc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 03:42 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/10/2009 04:25 PM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Monica Badillo — Started On: 07/09/2009 03:12 PM

Final Approval Date: 07/10/2009

AMENDMENT

TO FARM AND RANCH CONTRACT DATED JUNE 2, 2009,
BETWEEN BARRY DICKERSON and wife, LINDA R. DICKERSON
AND HIDALGO COUNTY, TEXAS
CONCERNING THE PROPERTY AT

_____
(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

___ (1) The Sales Price in Paragraph 3 of the contract is:
A. Cash portion of Sales Price payable by Buyer at closing ..... $_____
B. Sum of financing described in the contract ..... $_____
C. Sales Price (Sum of A and B) ..... $_____

__ (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:

X (3) The date in Paragraph 9 of the contract is changed to **July 30, 2009.**

___ (4) The amount in Paragraph 12A(1)(b) of the contract is changed to $_____

__ (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows:$_____ by Seller; $_____ by Buyer.

___ (6) Buyer has paid Seller an additional Option Fee of $_____ for an extension of the unrestricted right to terminate the contract on or before _____, 200___. This additional Option Fee ___ will ___ will not be credited to the Sales Price.

___ (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.

___ (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Financing Approval as set forth in the Third Party Financing Condition Addendum is changed to _____, 200___.

X (9) **Other Modifications:** (Insert only factual statements and business details applicable to this sale).

All of the other terms and conditions of the Farm and Ranch Contract shall remain in full force and effect.

EXECUTED the _____ day of July, 2009 BUT EFFECTIVE AS OF JUNE 2, 2009. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE).

Hidalgo County, Texas, **Buyer**

By:_____

_____
Seller: Barry Dickerson

_____
Seller: Linda R. Dickerson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
§
COUNTY OF HIDALGO §

That, **Barry W. Dickerson a/k/a Barry Dickerson and wife, Linda R. Dickerson a/k/a Linda Dickerson,** 107 Laurel Drive, Weslaco, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of **TWO MILLION FOUR HUNDRED THOUSAND and 00/100ths DOLLARS ($2,400,000.00) (the consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal Eminent Domain proceedings and the added expense of litigation)** to Grantors in hand paid by Hidalgo County, acting by and through the Hidalgo County Commissioner's Court, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the Hidalgo County, Texas, all that certain tract or parcel of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described as follows:

TRACT 1:

A 19.96 acre tract of land being the north half of Block 188, **LA BLANCA AGRICULTURAL SUBDIVISION "B,"** Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Page 42, Map Records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's Lien recorded under County Clerk's Document Number 652515, Official Records, Hidalgo County, Texas, reference to which is here made for all purposes and being more particularly described by metes and bounds as follows.

BEGINNING at a cotton picker spindle set in the centerline of Sunflower Road for the Northwest corner of Block 188 and the Northwest corner of this tract,

THENCE, North 89 degrees 36 minutes East, along the North line of Block 188, passing a ½" iron rod 24" in length with plastic cap stamped RPLS 4856 set at 20.00 feet for the East right of way line of Sunflower Road, passing a ½" iron rod 24" in length with plastic cap stamped RPLS 4856 set at 1,057.57 feet for the West line of an Hidalgo County Drainage District No.1 easement (recorded in Volume 2116, Page 229, Official Records, Hidalgo County, Texas), a total distance of 1,317.57 feet to a ½" iron rod 24" in length with plastic cap stamped RPLS 4856 set for the Northeast corner of Block 188 and the Northeast corner of this tract,

THENCE, South 00 degrees 24 minutes East, along the East line of Block 188, a distance of 660.00 feet to a point for the Northeast corner of the Kirk Carkenord tract (a 28.364 acre tract out of Blocks 177 and 188, La Blanca Agricultural Subdivision "B" according to Warranty Deed recorded in Volume 1578, Page 325, and Warranty Deed recorded under

County Clerk's Document Number 1049422, Official Records, Hidalgo County, Texas) and the Southeast corner of this tract,

THENCE, South 89 degrees 36 minutes West, along the North line of the Kirk Carkenord tract, the North line of the Pablo Rodriguez tract (a tract out of Block 188, La Blanca Agricultural Subdivision "B" according to Quitclaim Deed recorded under County Clerk's Document Number 421690, Official Records, Hidalgo County, Texas) and the North line of the Ramon Lerma Tract (a 1.0 acre tract out of Block 188, La Blanca Agricultural Subdivision "B" according to Deed recorded in Volume 621, Page 425, Deed Records), passing a ½" iron rod 24" in length with plastic cap stamped RPLS 4856 set at 1,297.57 feet for the East right of way line of Sunflower Road, a total distance of 1,317.57 feet to a cotton picker spindle set on the West line of Block 188 and in the centerline of Sunflower Road for the Northwest corner of said tract and the Southwest corner of this tract,

Thence, North 00 degrees 24 minutes West, along the West line of Block 188 and the centerline of Sunflower Road, a distance of 660.00 feet to the point of beginning and containing 19.96 acres of land, more or less.

TRACT 2:

A 21.23 acre tract of land (map records: 22.25 acres) being all of Lot 1, Section 266, **TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY**, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2,Page 29, Map Records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's Lien recorded under County Clerk's Document Number 652515, and Warranty Deed recorded under County Clerk's Document Number 1510454, Official Records, Hidalgo County, Texas, reference to which is here made for all purposes and being more particularly described by metes and bounds as follows.

BEGINNING at a cotton picker spindle set at the intersection of the centerlines of Sunflower Road and Tex-Mex Road for the southeast corner of Lot 1 and the Southeast corner of this tract;

THENCE, North 80 degrees 51 minutes West, along the South line of Lot 1 and the centerline of Tex-Mex Road, a distance of 683.20 feet (map record: 685.15 feet) to a cotton picker spindle set for the Southwest corner of Lot 1 and the Southwest corner of this tract;

THENCE, North 09 degrees 08 minutes 06 seconds East, along the West line of Lot 1, passing at 20.00 for the north right of way line of Tex-Mex Road, a total distance of 1,709.21 feet (map record: 1,716.76 feet) feet to a ½" iron rod found for the Northwest corner of Lot 1 and the Northwest corner of this tract;

THENCE, South 80 degrees 50 minutes 39 seconds East, along the North line of Lot 1, passing a ½" iron rod 24" in length with plastic cap stamped RPLS 4856 set at 378.63 feet for the West right of way line of Sunflower Road, a total distance of 398.91 feet to a cotton picker spindle set in the centerline of Sunflower Road for the Northeast corner of Lot 1 and the Northeast corner of this tract;

THENCE, South 00 degrees 18 minutes 29 seconds East, along the East line of Lot 1 and

the centerline of Sunflower Road, a distance of 1,732.72 feet to the point of beginning and containing 21.23 acres of land, more or less.

TRACT 3:

A 112.29 acre tract of land being all of Lots 1, 8 and 9, and the South 29.52 acres of Lot 10, **R. B. CURRY SURVEY NO. 4**, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Page 23, Map Records, Hidalgo County, Texas, and according to Assumption Warranty Deed recorded in Volume 1730, Page 28, Deed Records, Hidalgo County, Texas, reference to which is here made for all purposes and being more particularly described by metes and bounds as follows.

BEGINNING at a cotton picker spindle set at the intersection of the centerline of Tex-Mex Road and Sunflower Road for the Northeast corner of Lot 1 and the Northeast corner of this tract,

Thence, South 00 degrees 18 minutes 29 seconds East (Deed Record: South 09 degrees 37 minutes East), along the East line of Lot 1, 8, and 9, and the centerline of Sunflower Road, a distance of 2,999.27 feet (Deed Record: 3,000.60 feet; Map Record: 3,000.29 feet) to a ½" iron rod 24" in length with plastic cap stamped RPLS 4856 set for the Southeast corner of Lot 9 and the Southeast corner of this tract,

Thence, North 80 degrees 51 minutes West (Deed Record; West), along the South line of Lots 9 and 10, a distance of 3,209.72 feet (Deed Record: 3,213.80 feet; Map Record: 3,215.30 feet) to a cotton picker spindle set in the centerline of Dillion Road for the Southwest corner of Lot 10 and the Southwest corner of this tract,

Thence, North 09 degrees 14 minutes East (Deed Record: North), along the West line of Lot 10, and the centerline of Dillion Road, a distance of 738.00 feet to a cotton picker spindle set for an exterior corner of this tract;

Thence, South 80 degrees 51 minutes East passing a ½ inch iron rod 24" in length with plastic cap stamped RPLS 4856 set at 20.00 feet for the East right of way line of Dillion Road, a total distance of 1,742.40 feet to a ½" iron rod 24" in length with plastic cap stamped RPLS 4856 set on the West line of Lot 9 and the East line of Lot 10 for an interior corner of this tract;

Thence, North 09 degrees 14 minutes East, along the West line of Lots 1, 8 and 9, passing at 262.00 feet the centerline of Curry Road (not open), passing a ½" iron rod 24" in length with plastic cap stamped RPLS 4856 set at 2,200.50 feet to a cotton picker spindle set in the centerline of Tex-Mex Road for the Northwest corner of Lot 1 and Northwest corner of this tract;

Thence, South 80 degrees 51 minutes East, along the North line of Lot 1 and the centerline of Tex-Mex Road, a distance of 970.16 feet (Map Record: 971.90 feet) to the point of beginning and containing 112.29 acres of land, more or less.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

EXCEPTIONS AS TO TRACT 1:

1. An undivided ½ interest in all oil, gas and other minerals on, in or that may be produced from the subject property reserved in Deed dated July 12, 1940 recorded in Volume 478, Page 185, Deed Records, Hidalgo County, Texas. Title to said Lease not checked subsequent to date of aforesaid instrument. (as to the South one-half of Tract 1)
2. Oil and Gas Leases dated March 9, 1943 recorded in Volume 48, Page 534, and dated March 9, 1948, recorded in Volume 86, Page 299, Oil and Gas Records of Hidalgo County, Texas, and unitized in instruments dated May 1, 1956, recorded in Volume 189, Page 512 and revision dated May 27, 1959, recorded in Volume 230, Page 254, Oil and Gas Records, Hidalgo County, Texas. Title to said Leases not checked subsequent to dates of aforesaid instruments.
3. Right-of-Way Easement granted to Hidalgo County Drainage District No. 1, by instrument recorded in Volume 2116, Page 229, Official Records of Hidalgo County, Texas and as shown by Survey dated March 5, 2009, prepared by Alfonso Quintanilla, Registered Professional Land Surveyor.
4. Easements, rights, rules, and regulations in favor of Donna Irrigation District Hidalgo County No. 1.
5. Easements and conditions as shown on the Map recorded in Volume 2, Page 42, Map Records of Hidalgo County, Texas.
6. Easements, or claims of easements, which are not of public record.
7. The Company's liability herein will not extend to cover any conflicts arising as to the gap between the chain link fence and the hog wire fence and the most westerly portion of the North boundary line of subject property, as shown by Survey dated March 5, 2009, prepared by Alfonso Quintanilla, Registered Professional Land Surveyor.

EXCEPTIONS AS TO TRACT 2:

1. Easements for roadways and canal rights of way as reserved in Deeds executed by Stewart Farm Mortgage Company, recorded in Volume 196, Page 441 and Volume 226, Page 383, both in the Deed Records of Hidalgo County, Texas.
2. Easements for roadways as shown on the subdivision plat recorded in Volume 2, Page 29, Map Records of Hidalgo County, Texas and as shown by Survey dated March 5, 2009, prepared by Alfonso Quintanilla, Registered Professional Land Surveyor.
3. Easements, rights, rules, and regulations in favor of Hidalgo County Irrigation District No. 1.
4. Easements, or claims of easements, which are not of public record.
5. An undivided one-half interest in all oil, gas and other minerals reserved in Deed dated February 1, 1949 recorded in Volume 657, Page 78, Deed Records, Hidalgo County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument. (As to the East 11 acres of said Tract 2)
6. Oil, Gas and Mineral Leases dated October 8, 1969, recorded in Volume 324, Page 331 and in Volume 325, Page 577, Oil and Gas Records, Hidalgo County, Texas. Title to said Lease not checked subsequent to date of aforesaid instrument.
7. Oil and Gas Lease dated March 1, 1948, from G.B. Sammons to La Gloria Corp., recorded in Volume 76, Page 559, Oil and Gas Lease Records of Hidalgo County, Texas. Title to said Lease not checked subsequent to date of aforesaid instrument.
8. All oil, gas, and other minerals reserved in Deed recorded in Volume 1116, Page 987, both in Deed Records of Hidalgo County, Texas. Title to said interest not checked subsequent to the date of aforesaid instrument. (As to the West 11.25 acres of Tract 2)
9. All rights, titles and interests in and to all portions of the subject property lying within a drainage ditch, drainage pipe, drainage line, a canal or an irrigation line as may be claimed in fee by Hidalgo County Irrigation District No. 1.
10. Irrigation Valves and Irrigation Line within an Irrigation Easement traversing the Southern portion of subject property as shown by Survey dated March 5, 2009, prepared by Alfonso Quintanilla, Registered Professional Land Surveyor.
11. Drain Ditch Easement located at the South side of subject property as shown on the Survey dated March 5, 2009, prepared by Alfonso Quintanilla, Registered Professional Land Surveyor.

EXCEPTIONS AS TO TRACT 3:

1. Right-of-Way Easement granted by Mrs. F. B. Seale to Hidalgo County, by instrument dated April 4, 1958, recorded in Volume 913, Page 485, Deed Records of Hidalgo County, Texas and as shown on Survey dated March 29, 2009, prepared by Alfonso Quintanilla, Registered Professional Land Surveyor. (as to Lots 1 and 8)
2. Right-of-Way Easement granted by C. H. Murrell to Hidalgo County, by instrument dated April 2, 1958, recorded in Volume 913, Page 484, Deed Records of Hidalgo County, Texas and as shown on Survey dated March 29, 2009, prepared by Alfonso Quintanilla, Registered Professional Land Surveyor. (as to Lot 9)
3. Easements for roadways as shown on the Map recorded in Volume 2, Page 23, Map Records of Hidalgo County, Texas and as shown on Survey dated March 29, 2009, prepared by Alfonso Quintanilla, Registered Professional Land Surveyor.
4. Irrigation valves, irrigation lines, vacuum relief valve and gatewells, as shown on Survey dated March 29, 2009, prepared by Alfonso Quintanilla, Registered Professional Land Surveyor.
5. Easements, rights, rules, and regulations in favor of Hidalgo County Irrigation District No. 1.
6. Easements, or claims of easements, which are not of public record.
7. Oil and Gas Lease dated March 9, 1943, from W. R. Jackson to McCollum Oil Co., recorded in Volume 49, Page 73, Oil and Gas Lease Records of Hidalgo County, Texas. Title to said Lease not checked subsequent to date of aforesaid instrument. (as to Lots 1, 2, and 3)
8. All oil, gas, and other minerals reserved in Deeds recorded in Volume 601, Page 156, Deed Records of Hidalgo County, Texas and Volume 403, Page 108, Oil and Gas Lease Records of Hidalgo County, Texas. Title to said interests not checked subsequent to the dates of aforesaid instruments. (as to Lot 1, 2 and 3)
9. All oil, gas and other minerals reserved and/or conveyed in Deeds recorded in Volume 936, Page 483 and Volume 768, Page129, both in Deed Records of Hidalgo County, Texas and Volume 403, Page 108, Oil and Gas Lease Records of Hidalgo County, Texas. Title to said interests not checked subsequent to the dates of aforesaid instruments. (as to Lot 7)
10. Oil and Gas Lease dated March 9, 1943 from C. I. Haven and wife to McCollum Oil Co., recorded in Volume 65, Page 77, Oil and Gas Lease Records of Hidalgo County, Texas. Title to said Lease not checked subsequent to date of aforesaid instrument. (as to Lot 8)
11. Oil and Gas Lease dated March 9, 1943 from Wade H. Bliss, et all to McCollum Oil Co., recorded in Volume 65, Page 129, Oil and Gas Lease Records of Hidalgo County, Texas. Title to said Lease not checked subsequent to date of aforesaid instrument. (as to Lot 8)
12. All oil, gas, and other minerals conveyed in Deed recorded in Volume 403, Page 108, Oil and Gas Lease Records of Hidalgo County, Texas. Title to said interest not checked subsequent to the date of aforesaid instrument. (as to Lots 8, 9 and 10)
13. All rights, title, and interest in and to the irrigation line/canal right-of-way along the East side of Lot 1, the West side of Lot 7, the East side of Lot 8, the South and East side of Lot 9 and the South and West sides of Lot 10 of said property claimed in fee by Hidalgo County Irrigation District No. 1.
14. Subdivision regulations of the County of Hidalgo and/or ordinance or governmental regulations of the City wherein the subject property lies or holds extra-territorial jurisdiction.
15. Terms, conditions, and stipulations of all unrecorded farm lease agreements, if any.

Grantor hereby reserves unto Grantor all of Grantor's present and reversionary rights, titles and interests in and to all of the oil, gas and other minerals in, on and under or that may be produced from the Property (Tracts 1, 2 and 3) ("**Grantor's Retained Minerals**"), together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals and removing the same therefrom. The term "**minerals**" as used herein means, minerals of every kind and character including but not limited to, oil, gas, sulphur, coal, lignite, uranium, vanadium and other fissionable source materials.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns

to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, *by, through or under them, but not otherwise,* except as to the reservations from and exceptions to conveyance and warranty.

GRANTEE BY ACCEPTANCE OF THIS WARRANTY DEED ACKNOWLEDGES AND AGREES THAT (i) IT HAS INSPECTED THE SUBJECT PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE SAME; (ii) IT ACCEPTS THE SUBJECT PROPERTY "AS IS, WHERE IS" AND "WITH ALL FAULTS"; AND (iii) THIS DEED IS EXECUTED AND DELIVERED WITHOUT IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, QUALITY, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFECTS, ABSENCE OF FAULTS, FLOODING, UTILITIES, CONDITION OR ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCE (INCLUDING ASBESTOS), OR COMPLIANCE WITH LAWS AND REGULATIONS (INCLUDING WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY AND THE ENVIRONMENTAL, AND FIRE, SAFETY AND HEALTH CODES), SAVE AND EXCEPT THE WARRANTY OF TITLE CONTAINED HEREIN.

IN WITNESS WHEREOF, this instrument is executed on this the _____day of July, 2009.

_____
Barry W. Dickerson a/k/a Barry Dickerson

_____
Linda R. Dickerson a/k/a Linda Dickerson

(Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on July _____, 2009, by Barry W. Dickerson a/k/a Barry Dickerson and wife, Linda R. Dickerson a/k/a Linda Dickerson.

_____
Notary Public, State of Texas

GMP: 4211.0

After recording return to:
Greg M. Powers
1217 East Harrison
Harlingen, Texas 78550

HUD-1 UNIFORM SETTLEMENT STATEMENT

OMB No. 2502-0265

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

GREG M. POWERS
P.O. BOX 149
1217 E. HARRISON
HARLINGEN, TX 78550
(956) 423-6000

HUD-1 Software by CUSTOMSOFT, P.O. Box 205, Millville, N.J. 08332; 1-800-784-3003

B. TYPE OF LOAN

1. __ FHA 2. __ FmHA 3. __ CONV. UNINS.
4. __ VA 5. __ CONV. INS.

6. FILE NUMBER: GMP:4211.0

7. LOAN NUMBER:

8. MORTGAGE INSURANCE CASE NUMBER:

C. **NOTE:** *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. NAME AND ADDRESS OF BUYER(S)	E. NAME, ADDRESS & TIN OF SELLER(S):	F. NAME AND ADDRESS OF LENDER
Hidalgo County, Texas	Barry W. Dickerson TIN: Linda R. Dickerson 107 Laurel Drive Weslaco, Texas 78596	Cash Sale
G. PROPERTY LOCATION: 153.48 acres in Hidalgo County, Texas.	**H. SETTLEMENT AGENT:** Greg M. Powers **I. SETTLEMENT DATE:** 07/17/09	**PLACE OF SETTLEMENT:** 1217 East Harrison Harlingen, Texas 78550

J. SUMMARY OF BUYER'S TRANSACTIONS		K. SUMMARY OF SELLER'S TRANSACTIONS	
100. GROSS AMOUNT DUE FROM BUYER		**400. GROSS AMOUNT DUE TO SELLER**	
101. Contract Sales Price	2,400,000.00	401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (line 1400)	44.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		*Adjustments for items paid by seller in advance*	
106. City/Town taxes		406. City /Town taxes	
107. County taxes		407. County taxes	
108. Irrigation taxes(Flat) 07/17/09 to 12/31/09	1,374.41	408. Irrigation taxes(Flat) 07/17/09 to 12/31/09	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. AMOUNT DUE FROM BUYER	$2,401,418.41	420. AMOUNT DUE TO SELLER	

200. AMOUNTS PAID BY OR IN BEHALF OF BUYER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	100.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (ln 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff first mortgage loan	
205.		505. Payoff second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		*Adjustments for items unpaid by seller*	
210. City/Town taxes		510. City/Town taxes	
211. County taxes 01/01/09 to 07/17/09	298.98	511. County taxes 01/01/09 to 07/17/09	
212. Assessments		512. Assessments	
213. School taxes 01/01/09 to 07/17/09	411.84	513. School taxes 01/01/09 to 07/17/09	
214. Irrigation taxes (Maint.) 01/01/09 to 07/17/09	7.92	514. Irrigation taxes (Maint.) 01/01/09 to 07/17/09	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BUYER	$818.74	520. TOTAL REDUCTION AMT DUE SELLER	

300. CASH AT SETTLEMENT FROM/TO BUYER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amt due from buyer (line 120)	$2,401,418.41	601. Gross amt due to seller (line 420)	
302. Less amts paid by/for buyer (line 220)	$818.74	602. Less reduction in amt due seller (line 520)	
303. CASH FROM BUYER	$2,400,599.67	603. CASH TO SELLER	

SUBSTITUTE FORM 1099 SELLER STATEMENT

The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (1040). You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Linda R. Dickerson

Barry W. Dickerson

L. SETTLEMENT CHARGES

	PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
TOTAL SALES/BROKER'S COMMISSION based on price $ 2,400,000.00 @ % = $5,000.00 Division of commission (line 700) as follows:		
701. $ to John Cohrs		
702. $ to		
703. Commission paid at settlement		
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee %		
802. Loan Discount %		
803. Appraisal Fee to		
804. Credit Report to		
805. Lenders Inspection Fee to		
806. Mortgage Ins. Application Fee to		
807. Assumption Fee to		
808.		
809.		
810.		
811.		
812.		
813.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from to @		
902. Mortgage Insurance Premium for months to		
903. Hazard Insurance Premium for months to		
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard Insurance months @ $ per month		[redacted]
1002. Mortgage Insurance months @ $ per month		
1003. City Property Taxes months @ $ per month		
1004. County Property Taxes months @ $ per month		
1005. Annual Assessments months @ $ per month		
1006. months @ $ per month		
1007. months @ $ per month		
1008. months @ $ per month		
1009.		
1100. TITLE CHARGES		
1101. Settlement or Closing Fee to		
1102. Abstract or Title Search to		
1103. Title Examination to		
1104. Title Insurance Binder to		
1105. Document Preparation to		
1106. Attorney's Fees to Atlas & Hall (POC)		
1107. Attorney's Fees to Greg M. Powers		
(includes above item numbers:	[redacted]	[redacted]
1108. Title Insurance to Sierra Title Company, Inc.		
(includes above item numbers:	[redacted]	
1109. Lender's Coverage $		
1110. Owner's Coverage $ 2,400,000.00		
1111. Tax Service Fee		
1112. State Policy Fee		
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording Fees: Deed $44.00 ; Mortgage $; Release $20.00	44.00	
1202. City/County Tax/Stamps: Deed $; Mortgage $		
1203. State Tax/Stamps: Deed $; Mortgage $		
1204.		
1205.		
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to Quintanilla, Hendley & Assoc., Inc. (POC) by Hidalgo County		
1302. Pest Inspection to		
1303. Copies, faxes, long distance calls, courier fees, etc.		
1304.		
1305. Allegra Print & Imagining		
1306. Limas Realty, LLC		
1307.		
1308.		
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)	44.00	

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Buyer: _____
Hidalgo County, Texas

Seller: _____
Barry W. Dickerson

Seller: _____
Linda R. Dickerson

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction.I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent _____ Date 07/06/09
Greg M. Powers

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

AI-16453 **10.D.**

457 plan hardship wd

CC REGULAR

Date:	07/14/2009
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 # 099562, 012669, & 030503.

BACKGROUND

Fiscal Impact

Attachments

Link: form

Link: form

Link: FORM

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/10/2009 08:16 AM	APRV
2	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Monica Badillo — Started On: 07/09/2009 04:57 PM

Final Approval Date: 07/10/2009

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 PLAN

[redacted]

Participant Name

Address 2 [redacted] EET

Employee # 099562

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

SECTION I – Hardsh

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

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

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

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

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

Total amount deferred since you initially joined the plan $ _____

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

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

PARTICIPANT SIGNATURE X _____ Date 7/8/09

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

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 7/8/09 BY: [illegible]

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Emp. #030503

Participant [redacted]

Address [redacted] ngar. San Juan, Tx

Social Security No. [redacted] e Phone No. (956) 570-5497

SECTION I – Hardship Withdrawal Request

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

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

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

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

Hardship Requested $_____ 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 Ramon Cantu Jr. Date 7/10/09

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

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 SAVINGS PLAN - 12689 employee#

Participant Name DANIEL VEGA

Address [redacted] SAVINGS

Social Se[redacted] hone No. [redacted]

SECTION I – Hardship Withdrawal Request

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

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

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

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

Hardship Requested $ 2,000.00 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

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

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

PARTICIPANT SIGNATURE X _____ Date 7-10-09

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) 980-7133

HIDALGO COUNTY
BUDGET OFFICE
2009 JUL 10 AM 11 34

AI-16454 **10.E.**

Permission to post signs in town square parking lot

CC REGULAR

Date:	07/14/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of request for Edinburg Police Department to permit the posting of two (2) signs in the town square parking lot regarding the 14th Annual National Night Out Celebration to be held on August 4, 2009 at Edinburg Municipal Park.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/10/2009 09:19 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/10/2009 11:39 AM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Monica Badillo — Started On: 07/09/2009 05:02 PM

Final Approval Date: 07/10/2009



RECEIVED
7/7/09

Edinburg Police Department

"Serving with Integrity & Commitment"

July 6, 2009

Daniel Flores, Director
Hidalgo County Buildings & Ground
3100 S. Business 281
Edinburg, Texas 78539

Dear Mr. Flores,

Our 14th Annual National Night Out Celebration will be held on Tuesday August 4, 2009, from 6:00 pm – 10:00 pm. at the Edinburg Municipal Park.

Annually 9,800 communities across the United States join forces and celebrate National Night Out. A nation wide attendance of 46 million people will come together in an effort to promote a Police & Community Partnership through crime, drugs and violence awareness prevention and neighborhood unity. National Night Out is celebrated each year on the first Tuesday of August.

We are asking if once again you would permit the Edinburg Police Department post two 4' x 8' plywood signs in the town square parking lot announcing our event. One will be placed at the Northeast corner of Cano & Closner and the other at the Southeast corner of McIntyre & Closner.

Thank you! For the time and consideration you give to this request.

Sincerely,

Javier Lopez
Sergeant

1702 S. Closner · Edinburg, TX 78539
Phone: 956-289-7700 · Fax: 956-289-8839

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 7/8/09 BY:

AI-16413 **11.A.**

Auto Settlement Check from Fred Loya Ins

CC REGULAR

Date:	07/14/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

Approval to accept settlement check from Fred Loya Insurance Company in the amount of $357.59 for an auto accident with County vehicle (Sheriff Office).

BACKGROUND

Date of Loss: 04/21/09
Auto Accident
Acct #: 9-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 08:38 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	07/09/2009 08:57 AM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW
Form Started By: Aida Alvarez			Started On: 07/08/2009 02:16 PM	
Final Approval Date: 07/10/2009				

AI-16463 **13.A.**

Burn Ban Extension, 7-21-09

CC REGULAR

Date:	07/14/2009
Submitted By:	Brenda Garza, COUNTY JUDGE
Submitted For:	Tony Pena
Department:	COUNTY JUDGE
Agenda Category:	Emergency Services Division

Information

CAPTION

Discussion and action regarding the extension of current Burn Ban.

BACKGROUND

Fiscal Impact

Attachments

Link: Burn Ban Order, 7-21-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/10/2009 01:32 PM	APRV
2	Roland Garcia	Rolando Garcia	07/10/2009 03:01 PM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW
Form Started By: Brenda Garza			Started On: 07/10/2009 01:15 PM	
Final Approval Date: 07/10/2009				

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DECLARATION AND ORDER IMPOSING A STATE OF EMERGENCY DUE TO THE POTENTIAL OF WILDFIRES CAUSED BY ADVERSE WEATHER CONDITIONS WHICH POSE AN IMMINENT THREAT TO PUBLIC HEALTH AND SAFETY AND PROHIBITING THE UNAUTHORIZED BURNING OF NATURAL OR MAN-MADE MATERIALS IN HIDALGO COUNTY

WHEREAS, Hidalgo County has not had rainfall for an extended period of time;

WHEREAS, weather forecasters do not anticipate a change in current windy and dry conditions in the near future;

WHEREAS, these windy and dry conditions pose the threat of large, dangerous and fast-moving wildfires throughout Hidalgo County;

WHEREAS, such fires have the potential of endangering lives and damaging property on a large scale;

WHEREAS, the Texas Disaster Act of 1975 authorizes the declaration of a state of emergency by a County if there is an imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire;

WHEREAS, declaration of such a state of emergency authorizes the imposition of controls on activities which tend to increase the likelihood of fires;

WHEREAS, one of the mitigation actions is a controlled or prescribed burn, which may be authorized by the Fire Marshal, at his discretion, on a case by case basis;

WHEREAS, such controls, once implemented, have the potential of protecting lives and property by mitigating the threat of dangerous fires;

THEREFORE, BE IT NOW DECLARED BY THE HIDALGO COUNTY COMMISSIONERS COURT that a state of emergency exists by the potential of fires due to arid conditions throughout Hidalgo County and as such, **IT IS NOW ORDERED** that this state of emergency will continue until rescinded but in no instance will this declaration continue for more than ninety (90) days without authorization by the Hidalgo County Commissioners Court.

BE IT FURTHER ORDERED that this state of emergency is being declared solely for the purpose to prohibit the unauthorized burning of natural or man-made materials, and includes, but is not limited to open-ground burning and/or burning in a container.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the County of Hidalgo, on this the 21st day of July, 2009.

_____
J.D. SALINAS III, County Judge

_____
SYLVIA S. HANDY
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
OSCAR L. GARZA, JR.
County Commissioner, Pct. 4

Attest:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-16378 **13.B.**

MOU- American Red Cross

CC REGULAR

Date:	07/14/2009
Submitted By:	Belinda Alvarez, EMERGENCY SERVICES DIVISION
Submitted For:	Belinda Alvarez
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	Emergency Services Division

Information

CAPTION

Discussion, consideration and approval of Memorandum of Understanding between the County of Hidalgo and the South Texas Chapter of the American Red Cross.

BACKGROUND

The Memorandum of Understanding with the South Texas Chapter of the American Red Cross will use it's best efforts to provide temporary shelters, mass feeding facilites, mobile feeding facility, replacement clothing, crisis counseling and home clean up kits to disaster victims in Hidalgo County.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.
MOU is for one (1) year from the date of the initial agreement.

MOU is for the performance of Emergency Management functions and/or services.

Attachments

Link: ARC MOU

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 02:50 PM	APRV
2	Roland Garcia	Rolando Garcia	07/09/2009 01:16 PM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Belinda Alvarez — Started On: 07/07/2009 04:31 PM

Final Approval Date: 07/10/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF HIDALGO
ANDTHE SOUTH TEXAS CHAPTER OF
THE AMERICAN RED CROSS

This Memorandum of Understanding is made on this the _____ day of_____, 2009 by and between **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as " HIDALGO COUNTY" and the **SOUTH TEXAS CHAPTER OF THE AMERICAN REDCROSS,** hereinafter referred to as the "Red Cross," as follows:

WITNESSETH:

WHEREAS, HIDALGO COUNTY, a political subdivision located within the state of Texas and the Red Cross desire to create this Memorandum of Understanding (MOU) for the performance of emergency management functions and/or services required Or authorized by the Department of Homeland Security, or the laws of the State of Texas, Under the terms and conditions prescribed in this MOU; and

WHEREAS, the functions and/or services contemplated to be performed as set out herein, are functions and/or services which each of the parties hereto have Independent authority to performed as set out herein, are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this MOU; and

WHEREAS, both HIDALGO COUNTY and the Red Cross named herein are desirous of entering into this MOU.

NOW, THEREFORE, HIDALGO COUNTY and the Red Cross, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. When requested by an authorized representative of HIDALGO COUNTY, **The Red Cross** will use its best efforts to provide the following services for disaster victims:

    - Activate and operate temporary shelters and register people using such shelters;
    - Activate and operate mass feeding facilities at a fixed site or sites;
    - Activate and operate a mobile feeding facility;
    - Provide replacement clothing Provide crisis counseling; and
    - Provide assistance in home cleanup (Cleanup Kits

07/07/2009 08:41 AMERICAN RED CROSS (FAX)19564230542 P.002/004

2. **HIDALGO COUNTY** will use its best efforts to:

- When possible, provide advance warning to the Red Cross of the possible need for shelter and mass care operations so that the Red Cross may mobilize its resources;
- Provide security for shelter and mass care facilities;
- Provide fire inspections for shelter and mass care facilities;
- Provide traffic control in the vicinity of shelter and mass care facilities;
- Provide information to disaster victims through the media on what they should bring and should not bring to the shelter and mass care facilities;
- Coordinate with State and Federal Agencies to obtain supplementary food supplies, if required;
- To the extent possible, ensure utilities are operable at shelter and mass care facilities;
- Provide updated information on the emergency situation to shelter managers to be passed on to shelter occupants; and
- Invite volunteer and charitable organizations to participate in periodic emergency exercises to test plans, procedures, and coordination.

3. For purposes of this MOU, "disaster" shall mean the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including fire, flood, earthquake,wind,storm, wave action, oil spill or other water contamination, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in the Texas Gov't Code, Section 418.004), acts of terrorism, and other public calamity requiring emergency action.

Duration of MOU: The term of this MOU is one (1) year from the date of the Initial agreement, Subsequent terms may be longer with the concurrence of all parties.

5. **Termination of MOU:** Any party may unilaterally withdraw at any time from this MOU by transmitting a signed statement to the effect to the other parties. This MOU and the partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing party actually receives the notice of withdrawal from the withdrawing party

6. **Primary Contacts:** The parties intend that the services under this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts between the parties. The parties intend that, to the maximum extent possible and unless otherwise approved by the other party, all significant communications between the parties shall be made through the primary contacts or their designees. The designated primary contacts for each party are:

07/07/2009 08:41 AMERICAN RED CROSS (FAX)19564230542 P.003/004

FOR HIDALGO COUNTY
:

HIDALGO COUNTY
ATTN:_____Judge
100 E. Cano 2nd. Floor
Edinburg, TX 78539

American Red Cross

South Texas Chapter
Attn: Director of Emergency Services
P.O. Box 2202
Harlingen, TX 78551-2202

7.

Capacity to Enter into Agreement: The persons executing this MOU on behalf Of their respective entities hereby represent and warrant that they have the right, Power legal capacity, and appropriate authority to enter into this MOU on behalf Of the entity for which they sign.

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

SOUTH TEXAS CHAPTER OF THE RED CROSS

BY: _____
Michael A. Huckabee Executive Director

ATTEST:

BY: _____
Sasha L. Cruz Director of Emergency Services

COUNTY OF HIDALGO

_____JUDGE
J.D. Salinas III
Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo Hidalgo County Clerk

AI-16357 **14.A.**

Remove from inventory

CC REGULAR

Date: 07/14/2009
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA

Information

CAPTION

Requesting approval to remove asset number 40908 - a 2002 Ford F-150 Pickup Truck (VIN 1FTRW08L32KA47681) from the Hidalgo County HIDTA Task Force Inventory

BACKGROUND

On October 7, 2008, the Hidalgo County Commissioners' Court approved the Interlocal Agreement between HIDTA and McAllen ISD Police Department - transferring a 2002 Ford F-150 Pickup, VIN#1FTRW08L32KA47681

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to Co.. All costs associated with the forfeiture asset being transferred to the McAllen ISD Police Dept is the responsibility of the McAllen ISD Police Dept in accordance with CCP 59 and interlocal agreement.

Attachments

Link: McAllen ISD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 02:05 PM	APRV
2	Ivan Cantu	Ivan Cantu	07/08/2009 02:19 PM	APRV
3	Auditor's Office	Angela Garcia	07/10/2009 05:06 PM	APRV

Form Started By: Nelda Olivarez — Started On: 07/06/2009 02:06 PM

Final Approval Date: 07/10/2009

AI-11515 **7.A.**

Interlocal Agreement between HIDTA and McAllen ISD Police Dept.
CC REGULAR

Date: 10/07/2008
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Dora L. Munoz, Commander
Department: HIDTA
Agenda Category: HIDTA - Task Force

Information

CAPTION

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

BACKGROUND

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

Interlocal agreement has been reviewed by Legal Counsel.

Fiscal Impact

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

BUDGETARY IMPACT:

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

Attachments

Link: McAllen ISD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/02/2008 07:42 AM	APRV
2	Ivan Cantu	Ivan Cantu	10/02/2008 08:30 AM	APRV
3	Auditor's Office	Linda Fong	10/03/2008 01:07 PM	APRV
4	Purchasing Department	Marty Salazar	10/03/2008 04:45 PM	APRV
5	Court Administrator		10/03/2008 05:27 PM	NEW

Form Started By: Nelda Olivarez Started On: 10/01/2008 04:57 PM
Final Approval Date: 10/03/2008

STATE OF TEXAS §
§
HIDALGO COUNTY §

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

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

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

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** has certain surplus equipment and the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** has a need for such surplus equipment which can be utilized in providing the service of crime prevention and law enforcement in and for the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** and in relationship to the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** contribution to the **HIDALGO COUNTY HIDTA TASK FORCE.**

NOW, THEREFORE, in consideration of the foregoing and the following, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will permanently transfer to the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** certain surplus equipment owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as

   - **ONE (1) 2002 FORD F-150 SUPER CREW 4x4 PICKUP VIN#1FTRW08L32KA47681**

Such surplus equipment is being permanently transferred in "as-is" condition and the **HIDALGO COUNTY HIDTA TASK FORCE** makes no warranty in any manner as to the fitness of the equipment for any purpose.

2. Such equipment is to be delivered to the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** and shall be solely used for "law enforcement purposes" by the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.**

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

COUNTY OF HIDALGO

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

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____ _____
DORA L. MUNOZ, COMMANDER DATE

McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

BY: _____ _____
CRIS ESQUIVEL, CHIEF DATE

McALLEN INDEPENDENT SCHOOL DISTRICT

BY: _____ _____
YOLANDA CHAPA, SUPERINTENDENT DATE

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

By: _____
Date: 9-25-08

Asset 40908 Lupe's Truck 4-22-03 Pmb

CAUSE NO. C-1164-02-E

STATE OF TEXAS	**X**	**IN THE DISTRICT COURT**
VS.	**X**	**275TH JUDICIAL DISTRICT**
ONE (1) 2002 FORD F-150 PICKUP, VIN #1FTRW08L32KA47681	**X**	**HIDALGO COUNTY, TEXAS**

DEFAULT JUDGMENT

ON this date, came to be considered the above-entitled and numbered cause wherein the State of Texas as Plaintiff alleged that it had seized **ONE (1) 2002 FORD F-150 PICKUP, VIN #1FTRW08L32KA47681,** alleged in the Original Notice of Seizure and Intended Forfeiture filed herein.

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

Plaintiff, THE STATE OF TEXAS, announced ready for trial and presented evidence to the Court that the **ONE (1) 2002 FORD F-150 PICKUP, VIN #1FTRW08L32KA47681**, the subject of this suit, was contraband pursuant to Article 59.01, Texas Code of Criminal Procedure, in that it was used or intended to be used in the commission of a felony under Chapter 481 of the Texas Health and Safety Code. Pursuant to Article 59.05(e), said **ONE (1) 2002 FORD F-150 PICKUP, VIN #1FTRW08L32KA47681** should be forfeited to the Criminal District Attorney of Hidalgo County, Texas as agent for the State of Texas, and the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE,** in accordance with their local agreement.

The Court, after duly considering the evidence and the law, is of the opinion and so finds that **ONE (1) 2002 FORD F-150 PICKUP, VIN #1FTRW08L32KA47681**, the subject of this suit, is contraband as defined in the Texas Code of Criminal Procedure, Article 59.01(2). The court further finds that the said **ONE (1) 2002 FORD F-150 PICKUP, VIN #1FTRW08L32KA47681** was used or intended to be used in violation of the Texas Controlled Substance Act, Chapter 481 of the Texas Health and Safety Code. Plaintiff, pursuant to Articles 59.01(2), 59.05(e) of the Texas Code of Criminal Procedure requests that **ONE (1) 2002 FORD F-150 PICKUP, VIN #1FTRW08L32KA47681,** the subject of this suit, be forfeited to the CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, as agent for the State of Texas and the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE**, in accordance with their local agreement.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the **ONE (1) 2002 FORD F-150 PICKUP, VIN #1FTRW08L32KA47681,** made the subject of this suit and identified in Plaintiff's Original Petition and Notice of Seizure, is hereby disposed in the following manner:

TF 01-10-008

ENTERED 9-4-02

ONE (1) 2002 FORD F-150 PICKUP, VIN #1FTRW08L32KA47681 is forfeited to the CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS and the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE**, pursuant to the parties' local agreement.

IT IS FURTHER ORDERED that the **ONE (1) 2002 FORD F-150 PICKUP, VIN #1FTRW08L32KA47681**; hereinafter referred to as the "subject vehicle"; the subject of this suit, be awarded to the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE** to be used for Law Enforcement purposes.

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

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

All relief not expressly granted is hereby denied.

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

SIGNED AND ENTERED this the 4th day of September, 2002.

JUDGE PRESIDING

DATE SEP 05 2002

A TRUE COPY I CERTIFY
PAULINE G. GONZALEZ
DISTRICT CLERK HIDALGO COUNTY TEXAS
BY _____ DEPUTY

AI-16425 **14.B.**

Interlocal Agreements-Sheriff's Office, Constable Pct. 3 & La Joya PD & Removal of Assets from Inventory

CC REGULAR

Date:	07/14/2009
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

1. Authorization and approval to accept the Interlocal Agreement between the Hidalgo County HIDTA Task Force and the Hidalgo County Sheriff's Office.

2. Authorization and approval to accept the Interlocal Agreement between the Hidalgo County HIDTA Task Force and the Hidalgo County Constable's Office, Precinct 3.

3. Authorization and approval to accept the Interlocal Agreement between the Hidalgo County HIDTA Task Force and the City of La Joya Police Department.

4. Authorization and approval to remove asset #'s 40819, 47397, and 33362 from the HIDTA Task Force Inventory.

BACKGROUND

As set forth under the Texas Code of Criminal Proceure Chapter 59 Article 59.06(b) Disposition of Forfeited Property.

Hidalgo County Legal Counsel, Mr. Steve Crain has reviewed and approved Interlocal Agreements.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to Co. In accordance with CCP 59 the transferred assets shall only be used for law enforcement purposes. The law enforcement agency receiving the assets shall be responsible for all costs associated with the assets received in accordance with interlocal agreements.

Attachments

Link: Sheriff's interlocal

Link: Constable3-8210

Link: La Joya PD-Copier

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 10:47 AM	APRV
2	Ivan Cantu	Ivan Cantu	07/09/2009 03:14 PM	APRV
3	Auditor's Office	Angela Garcia	07/10/2009 01:30 PM	APRV
4	Ivan Cantu	Ivan Cantu	07/10/2009 01:51 PM	APRV
5	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Nelda Olivarez Started On: 07/08/2009 04:24 PM

Final Approval Date: 07/10/2009

STATE OF TEXAS §
§
HIDALGO COUNTY §

INTERLOCAL AGREEMENT BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE
AND THE HIDALGO COUNTY SHERIFF'S OFFICE

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

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

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** has certain surplus equipment and the **HIDALGO COUNTY SHERIFF'S OFFICE** has a need for such surplus equipment which can be utilized in providing the service of crime prevention and law enforcement in and for the **HIDALGO COUNTY SHERIFF'S OFFICE** and in relationship to the **HIDALGO COUNTY SHERIFF'S OFFICE** contribution to the **HIDALGO COUNTY HIDTA TASK FORCE.**

NOW, THEREFORE, in consideration of the foregoing and the transfer certain surplus equipment, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY SHERIFF'S OFFICE** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will permanently transfer to the **HIDALGO COUNTY SHERIFF'S OFFICE** certain surplus equipment owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as

   - **ONE (1) 2003 CHEVROLET TAHOE, VIN#1GNEC13Z33R240213 (COUNTY TAG 40819)**

Such surplus equipment is being permanently transferred in "as-is" condition and the **HIDALGO COUNTY HIDTA TASK FORCE** makes no warranty in any manner as to the fitness of the equipment for any purpose.

2. Such equipment is to be delivered to the **HIDALGO COUNTY SHERIFF'S OFFICE** and shall be solely used for "law enforcement purposes" by the **HIDALGO COUNTY SHERIFF'S OFFICE** as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.**

3. The **HIDALGO COUNTY SHERIFF'S OFFICE** shall solely be responsible for all expenditures and requirements of said equipment as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPETER 59.**

Executed effective the _____ day of _____, 2009

COUNTY OF HIDALGO

BY: _____
JUAN D. SALINAS, COUNTY JUDGE

BY; _____
RENE GUERRA, COUNTY DISTRICT ATTORNEY

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____
DORA L. MUNOZ, COMMANDER

HIDALGO COUNTY SHERIFF'S OFFICE

BY; _____
GUADALUPE "LUPE" TREVINO, SHERIFF

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

By: _____
Date: 7-8-09

STATE OF TEXAS §
§
HIDALGO COUNTY §

INTERLOCAL AGREEMENT BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE
AND THE HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3

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

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

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** has certain surplus equipment and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** has a need for such surplus equipment which can be utilized in providing the service of crime prevention and law enforcement in and for the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** and in relationship to the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** contribution to the **HIDALGO COUNTY HIDTA TASK FORCE.**

NOW, THEREFORE, in consideration of the foregoing and the transfer certain surplus equipment, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will permanently transfer to the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** certain surplus equipment owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as

ONE (1) 2002 GMC SIERRA PICKUP TRUCK, VIN#1GTEC14VX2Z228210 (COUNTY TAG. 47397)

Such surplus equipment is being permanently transferred in "as-is" condition and the **HIDALGO COUNTY HIDTA TASK FORCE** makes no warranty in any manner as to the fitness of the equipment for any purpose.

2. Such equipment is to be delivered to the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** and shall be solely used for "law enforcement purposes" by the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.**

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

Executed effective the _____ day of _____, 2009

COUNTY OF HIDALGO

BY: _____
JUAN D. SALINAS, COUNTY JUDGE

BY: _____
RENE GUERRA, COUNTY DISTRICT ATTORNEY

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____
DORA L. MUNOZ, COMMANDER

HIDALGO COUNTY CONTABLE PRCINCT 3

BY: _____
LAZARO "LARRY" GALLARDO, CONSTABLE

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

By: _____
Date: 7-8-09

STATE OF TEXAS §
§
HIDALGO COUNTY §

INTERLOCAL AGREEMENT BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE
AND THE CITY OF LA JOYA POLICE DEPARTMENT

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA JOYA POLICE DEPARTMENT** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA JOYA POLICE DEPARTMENT** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDALGO COUNTY HIDTA TASK FORCE;** and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** has certain surplus equipment and the **CITY OF LA JOYA POLICE DEPARTMENT** has a need for such surplus equipment which can be utilized in providing the service of crime prevention and law enforcement in and for the **CITY OF LA JOYA POLICE DEPARTMENT** and in relationship to the **CITY OF LA JOYA POLICE DEPARTMENT** contribution to the **HIDALGO COUNTY HIDTA TASK FORCE.**

NOW, THEREFORE, in consideration of the foregoing and the transfer certain surplus equipment, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA JOYA POLICE DEPARTMENT** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will permanently transfer to the **CITY OF LA JOYA POLICE DEPARTMENT** certain surplus equipment owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as

   ONE (1) SAVIN 9920DP/ARDF/DPX/FIN-STAP COPIER
   (COUNTY TAG. 33362)

   Such surplus equipment is being permanently transferred in "as-is" condition and the **HIDALGO COUNTY HIDTA TASK FORCE** makes no warranty in any manner as to the fitness of the equipment for any purpose.

2. Such equipment is to be delivered to the **CITY OF LA JOYA POLICE DEPARTMENT** and shall be solely used for law enforcement purposes of the **CITY OF LA JOYA POLICE DEPARTMENT** as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.**

3. The **CITY OF LA JOYA POLICE DEPARTMENT** shall solely be responsible for all expenditures and requirements of said equipment as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPETER 59.**

Executed effective the _____ day of _____, 2009

COUNTY OF HIDALGO

BY: _____
JUAN D. SALINAS, COUNTY JUDGE

BY: _____
RENE GUERRA, COUNTY DISTRICT ATTORNEY

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____
DORA L. MUNOZ, COMMANDER
CITY OF LA JOYA

BY: _____
MIKE ALANIZ, CITY MANAGER

CITY OF LA JOYA POLICE DEPARTMENT

BY:_____
JOSE DEL ANGEL, ACTING CHIEF OF POLICE

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

By:_____
Date:_____

AI-16401 **14.C.**

Destruction Assets (Vehicle and Police Equipment)

CC REGULAR

Date:	07/14/2009
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

1. Discussion, consideration and approval to destroy a 1997 Ford Explorer, VIN 1FMDU34E5VUC74903

2. Approval to use Abrego's Trucking Service for destruction of said vehicle.

3. Discussion, consideration and approval to destory the following inoperable and obsolete police equipment:
   a. Motorola Des Spectra - Serial Number X671ARW0097 (Asset No. 24309)
   b. Motorola Des Spectra - Serial Number X671ASA0567 (Asset No. 24312)

4. Approval to remove asset numbers 24309 and 24312

BACKGROUND

The 1997 Ford Explorer VIN 1FMDU34E5VUC74903 was court awared (C-1424-08-A) to the Hidalgo County HIDTA Task Force under the Texas State - Code of Criminal Procedure, Chapter 59 - Forfeiture of Contraband

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to Co. Abrego's Trucking Service keeps the scrap metal from the destroyed vehicle to offset any costs associated with the destruction of said vehicle.

County does not pay for the destruction of vehicles and/or equipment, and there is no other liability to Co.

Attachments

Link: Destroyed Vehilce

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 08:23 AM	APRV

2	Ivan Cantu	Ivan Cantu	07/09/2009 08:56 AM	APRV
3	Auditor's Office	Angela Garcia	07/10/2009 11:47 AM	APRV
4	Ivan Cantu	Ivan Cantu	07/10/2009 01:27 PM	APRV
5	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Nelda Olivarez

Started On: 07/08/2009 01:27 PM

Final Approval Date: 07/10/2009

CAUSE NO. C-1424-08-A

THE STATE OF TEXAS		**IN THE DISTRICT COURT**
VS.	§	**92ND JUDICIAL DISTRICT**
ONE (1) 1997 FORD EXPLORER, VIN #1FMDU34E5VUC74903	§	**HIDALGO COUNTY, TEXAS**

DEFAULT JUDGMENT

ON this date, came to be considered the above-entitled and numbered cause wherein the State of Texas as Plaintiff alleged that it had seized **ONE (1) 1997 FORD EXPLORER, VIN #1FMDU34E5VUC74903,** alleged in the Original Notice of Seizure and Intended Forfeiture filed herein.

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

Plaintiff, THE STATE OF TEXAS, announced ready for trial and presented evidence to the Court that the **ONE (1) 1997 FORD EXPLORER, VIN #1FMDU34E5VUC74903**, the subject of this suit, was contraband pursuant to Article 59.01, Texas Code of Criminal Procedure, in that it was used or intended to be used in the commission of a felony under Chapter 481 of the Texas Health and Safety Code. Pursuant to Article 59.05(e), said **ONE (1) 1997 FORD EXPLORER, VIN #1FMDU34E5VUC74903** should be forfeited to the Criminal District Attorney of Hidalgo County, Texas as agent for the State of Texas, and the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKING AREA (H.I.D.T.A.) TASK FORCE,** in accordance with their local agreement.

The Court, after duly considering the evidence and the law, is of the opinion and so finds that **ONE (1) 1997 FORD EXPLORER, VIN #1FMDU34E5VUC74903**, the subject of this suit, is contraband as defined in the Texas Code of Criminal Procedure, Article 59.01(2). The court further finds that the said **ONE (1) 1997 FORD EXPLORER, VIN #1FMDU34E5VUC74903** was used or intended to be used in violation of the Texas Controlled Substance Act, Chapter 481 of the Texas Health and Safety Code. Plaintiff, pursuant to Articles 59.01(2), 59.05(e) of the Texas Code of Criminal Procedure requests that **ONE (1) 1997 FORD EXPLORER, VIN #1FMDU34E5VUC74903,** the subject of this suit, be forfeited to the CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, as agent for the State of Texas and the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKING AREA (H.I.D.T.A.) TASK FORCE**, in accordance with their local agreement.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the **ONE (1) 1997 FORD EXPLORER, VIN #1FMDU34E5VUC74903,** made the subject of this suit and identified in Plaintiff's Original Petition and Notice of Seizure, is hereby disposed in the following manner:

13381431

ENTERED
TF# 2008-05-017

(a) **ONE (1) 1997 FORD EXPLORER, VIN #1FMDU34E5VUC74903** is forfeited to the CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS and the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKING AREA (H.I.D.T.A.) TASK FORCE**, pursuant to the parties' local agreement.

IT IS FURTHER ORDERED that the **ONE (1) 1997 FORD EXPLORER, VIN #1FMDU34E5VUC74903**; hereinafter referred to as the "subject vehicle"; the subject of this suit, be awarded to the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKING AREA (H.I.D.T.A.) TASK FORCE,** to be used for Law Enforcement purposes.

IT IS FURTHER ORDERED that the "subject vehicle" be released INSTANTER to the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKING AREA (H.I.D.T.A.) TASK FORCE,** and the State Department of Highway and Public Transportation is ordered to issue valid certificate of title to **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKING AREA (H.I.D.T.A.) TASK FORCE** for the "subject vehicle".

IT IS FURTHER ORDERED that in the event the "subject vehicle" is to be sold at auction by the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKING AREA (H.I.D.T.A.) TASK FORCE** pursuant to the Texas Transportation Code and/or the Texas Code of Criminal Procedure, the State Department of Highway and Public Transportation is ordered to issue valid certificate of title to the PURCHASER of the "subject vehicle" subsequent to the sale at auction.

All relief not expressly granted is hereby denied.

All costs of Court in this cause shall be adjudged against the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKING AREA (H.I.D.T.A.) TASK FORCE**.

SIGNED AND ENTERED this the 28 day of October, 2008.

Judge Presiding
92ND District Court
Hidalgo County, Texas

DATE 11/6/08
A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy

cc: **Hon. Timothy A. Davis, Criminal District Attorney's Office, Forfeiture Section, Fax No. 380-0407**
Commander Dora Munoz, Hidalgo County HIDTA Task Force; P.O. Box 5719, McAllen, TX 78502

AI-16353 **14.D.**

Remove from Inventory List

CC REGULAR

Date:	07/14/2009
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

Requesting the following listed items be removed from the Hidalgo County HIDTA Task Force Inventory

1. Asset # 40909 - One 2000 Ford Lobo PU /VIN 1FTRX07L0YKB24644
2. Asset # 28572 - Double Pedestal, Dark Walnut Finish Desk
3. Asset # 28573 - Double Pedestal, Dark Walnut Finish Desk

BACKGROUND

On August 12, 2008, the Hidalgo County Commissioners' Court approved the Interlocal Agreements between HIDTA and the La Joya Police Department transferring the above desks; and with La Villa Police Department transferring the Lobo.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to Co. The costs associated with the assets being transferred to the PD's are the responsibility of the PD's in accordance with interlocal agreements.

Attachments

Link: PD transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/07/2009 10:52 AM	APRV
2	Ivan Cantu	Ivan Cantu	07/08/2009 08:08 AM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Nelda Olivarez — Started On: 07/06/2009 10:40 AM

Final Approval Date: 07/10/2009

AI-10470 **8.A.**

Interlocal Agreements between HIDTA & La Joya PD; HIDTA & La Villa PD

CC REGULAR

Date: 08/12/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Nelda Olivarez, HIDTA
Department: BUDGET & MANAGEMENT
Agenda Area: HIDTA - Task Force

Information

CAPTION

1. Authorization and approval to accept the Interlocal Agreement between the Hidalgo County HIDTA Task Force and the City of La Joya Police Department as set forth under Texas Code of Criminal Procedure Chapter 59.

2. Authorization and approval to accept the Interlocal Agreement between the Hidalgo County HIDTA Task Force and the City of La Villa Police Department as set forth under Texas Code of Criminal Procedure Chapter 59.

BACKGROUND

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

Interlocal Agreements have been reviewed and approved by Legal Counsel.

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact to County. The Law Enforcement agency receiving forfeiture assets under CCP 59 is responsible for maintaining such assets and is responsible for all costs associated with the assets received.

Attachments

Link: La Joya PD Interlocal Agreement
Link: La Villa PD Interlocal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/06/2008 08:52 AM	APRV

2	Budget & Management	Veronica Lopez	08/06/2008 09:29 AM	APRV
3	Dale Kennan	Dale Kennan	08/06/2008 09:53 AM	APRV
4	Auditor's Office	Linda Fong	08/07/2008 10:11 AM	APRV
5	Purchasing Department	Marty Salazar	08/07/2008 11:51 AM	APRV
6	Court Administrator	Angela Garcia	08/07/2008 01:04 PM	APRV

Form Started By: Ivan Cantu Started On: 08/06/2008 08:21 AM

Final Approval Date: 08/07/2008

STATE OF TEXAS §
§
HIDALGO COUNTY §

INTERLOCAL AGREEMENT
BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE
AND THE CITY OF LA VILLA POLICE DEPARTMENT

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA VILLA POLICE DEPARTMENT** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA VILLA POLICE DEPARTMENT** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDALGO COUNTY HIDTA TASK FORCE;** and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** has certain surplus equipment and the **CITY OF LA VILLA POLICE DEPARTMENT** has a need for such surplus equipment which can be utilized in providing the service of crime prevention and law enforcement in and for the **CITY OF LA VILLA POLICE DEPARTMENT** and in relationship to the **CITY OF LA VILLA POLICE DEPARTMENT** contribution to the **HIDALGO COUNTY HIDTA TASK FORCE.**

NOW, THEREFORE, in consideration of the foregoing and the following, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA VILLA POLICE DEPARTMENT** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will permanently transfer to the **CITY OF LA VILLA POLICE DEPARTMENT** certain surplus equipment owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as

   - **ONE (1) 2000 FORD LOBO PICKUP TRUCK VIN 1FTRX07L0YKB24644**

   Such surplus equipment is being permanently transferred in "as-is" condition and the **HIDALGO COUNTY HIDTA TASK FORCE** makes no warranty in any manner as to the fitness of the equipment for any purpose.

2. Such equipment is to be delivered to the **CITY OF LA VILLA POLICE DEPARTMENT** and shall be solely used for "law enforcement purposes" by the **CITY OF LA VILLA POLICE DEPARTMENT** as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.**

3. The **CITY OF LA VILLA POLICE DEPARTMENT** shall solely be responsible for all expenditures and requirements of said equipment as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPETER 59.**

COUNTY OF HIDALGO

BY: _____
Juan D. Salinas, County Judge

8/14/08
Date

APPROVED BY
COMMISSIONERS' COURT
ON: AUG 12 2008

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____
Dora L. Munoz, Commander

8-18-08
Date

CITY OF LA VILLA

BY: _____
Hector Elizondo, City Mayor

8-19-08
Date

CITY OF LA VILLA

BY: _____
Wilfredo Mata, City Manager

8-19-08
Date

CITY OF LA VILLA POLICE DEPARTMENT

BY: _____
Polo Contreras, Chief of Police

8-19-2008
Date

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

By:_____
Date:_____

STATE OF TEXAS §
§
HIDALGO COUNTY §

INTERLOCAL AGREEMENT
BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE
AND THE CITY OF LA JOYA POLICE DEPARTMENT

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA JOYA POLICE DEPARTMENT** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA JOYA POLICE DEPARTMENT** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDALGO COUNTY HIDTA TASK FORCE;** and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** has certain surplus equipment and the **CITY OF LA JOYA POLICE DEPARTMENT** has a need for such surplus equipment which can be utilized by **CITY OF LA JOYA POLICE DEPARTMENT** and in relationship to the **CITY OF LA JOYA POLICE DEPARTMENT** contribution to the **HIDALGO COUNTY HIDTA TASK FORCE.**

NOW, THEREFORE, in consideration of the foregoing and the following, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA JOYA POLICE DEPARTMENT** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will permanently transfer to the **CITY OF LA JOYA POLICE DEPARTMENT** certain surplus equipment' owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as

   ONE (1) EXECUTIVE DESK(no county tag number)
   ONE (1) CREDENZA WITH BOOKCASE HUTCH (no county tag number)
   TWO (2) LEATHER SIDE CHAIRS (county tag number 20470)
   ONE (1) EXECUTIVE CHAIR (BLUE) (county tag number 20466)

TWO (2) SIDE CHAIRS (BLUE) (county tag number 20473 & 20474)
TWO (2) SIDE CHARIS (BLUE MATERIAL) (no county tag number)
ONE (1) TASK ROLLING CHAIR (BLUE) (no county tag number)
ONE (1) TASK ROLLING CHAIR (GRAY) (no county tag number)
TWO (2) LEATHER SIDE CHAIRS (no county tag number)
ONE (1) TASK ROLLING CHAIR (GRAY) (no county tag number)
TWO (2) MATERIAL CHAIRS (GRAY) (no county tag number)
ONE (1) DESK (no county tag number)
ONE (1) DESK (county tag number 30193)
ONE (1) DESK (no county tag number)
ONE (1) DESK (county tag number 28573)
ONE (1) FILE CABINET (county tag number 17489)
ONE (1) FILE CABINET (no county tag number)
ONE (1) FILE CABINET 2-DRAWER (no county tag number)
ONE (1) TASK ROLLING CHAIR (GRAY) (no county tag number)
ONE (1) DESK (no county tag number)
ONE (1) DESK (county tag number 20459)
ONE (1) TASK ROLLING CHAIR (no county tag number)
ONE (1) TASK ROLLING CHAIR (no county tag number)
ONE (1) EXECUTIVE DESK (county tag number 38138)
ONE (1) CREDENZA (county tag number 38139)
ONE (1) HUTCH (county tag number 38140)
ONE (1) DESK (county tag number 28572)
ONE (1) BOOKSHELF (no county tag number)
ONE (1) SIDE TABLE (county tag number 13536)
ONE (1) 2-DRAWER TABLE (no county tag number)
ONE (1) EXECUTIVE CHAIR (county tag number 38561)
TWO (2) WOODEN SIDE CHARIS (no county tag number)
TWO (2) METAL FRAME (GRAY) SIDE CHAIRS (no county tag number)
ONE (1) BOOKSHELF (no county tag number)

Such surplus equipment is being permanently transferred in "as-is" condition and the **HIDALGO COUNTY HIDTA TASK FORCE** makes no warranty in any manner as to the fitness of the equipment for any purpose.

2. Such equipment is to be pick-up by the **CITY OF LA JOYA POLICE DEPARTMENT** and shall be solely used for law enforcement purposes of the **CITY OF LA JOYA POLICE DEPARTMENT** as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.**

3. The **CITY OF LA JOYA POLICE DEPARTMENT** shall solely be responsible for all expenditures and requirements of said equipment as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPETER 59.**

COUNTY OF HIDALGO

BY: _____ 8/14/08
JUAN D. SALINAS, COUNTY JUDGE DATE

APPROVED BY
COMMISSIONERS' COURT
ON: AUG 12 2008

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____ 8-18-08
DORA L. MUNOZ, COMMANDER DATE

CITY OF LA JOYA

BY: _____ 8/27/08
MIKE ALANIZ, CITY MANAGER DATE

CITY OF LA JOYA POLICE DEPARTMENT

BY: _____ 8-27-08
JOSE DEL ANGEL, ACTING CHIEF OF POLICE DATE

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

By:_____
Date:_____

AI-16384 **15.A.**

RMA Presentation

CC REGULAR

Date:	07/14/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation, discussion, and possible action on the Regional Mobility Authority Report.

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	Erika Zamora	07/08/2009 03:17 PM	APRV
2	Roland Garcia	Rolando Garcia	07/10/2009 01:46 PM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Erika Reyna — Started On: 07/08/2009 09:31 AM

Final Approval Date: 07/10/2009

AI-16390 **15.B.**

Rio Grande Valley Partnership Presentation

CC REGULAR

Date:	07/14/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

1. Presentation by the Rio Grande Valley Partnership Chamber of Commerce.

2. Discussion and possible action on annual membership.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-413-30-115-017-0-810

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

BUDGETARY IMPACT:

Available balance of $16,049.00 as of 07/10/09.

*Membership rates will be discussed at Commissioner's court.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 03:56 PM	APRV
2	Roland Garcia	Rolando Garcia	07/10/2009 02:45 PM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW
Form Started By: Erika Reyna			Started On: 07/08/2009 10:50 AM	
Final Approval Date: 07/10/2009				

AI-16387 **15.C.**

Texas Border Coalition Presentation

CC REGULAR

Date:	07/14/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Report by William Moore of ViaNOVO on the Texas Border Coalition's activities for 2008-2009.

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	Erika Zamora	07/08/2009 03:43 PM	APRV
2	Roland Garcia	Rolando Garcia	07/10/2009 01:46 PM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Erika Reyna — Started On: 07/08/2009 09:44 AM

Final Approval Date: 07/10/2009

AI-16427 **16.A.**

Planning Department

CC REGULAR

Date:	07/14/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Reimbursement of a Cash Deposit
Alcantar-Pedroza Subdivision – Pct. 3 (Rosa Pedroza)

BACKGROUND

Fiscal Impact

Attachments

Link: Alcantar Pedroza;Reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 08:53 AM	APRV
2	Perla Lopez	Perla Lopez	07/09/2009 10:56 AM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Nora Cavazos — Started On: 07/08/2009 04:29 PM

Final Approval Date: 07/10/2009

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: JULY 08, 2009

RE: ALCANTAR - PEDROZA SUBDIVISION – PCT. 3

ON NOVEMBER 25, 2008, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM.

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

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

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

○ 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 - Tank	1000.00
Other	
TOTAL	1,000.00

Date 4-24 20 08

Received of: Rosa Pedroza $ 1000.00

One thousand and 00/100 Dollars

Subdivision: Alcantar-Pedroza Subd.

Cash ____ Check # 442 M.O. # ____

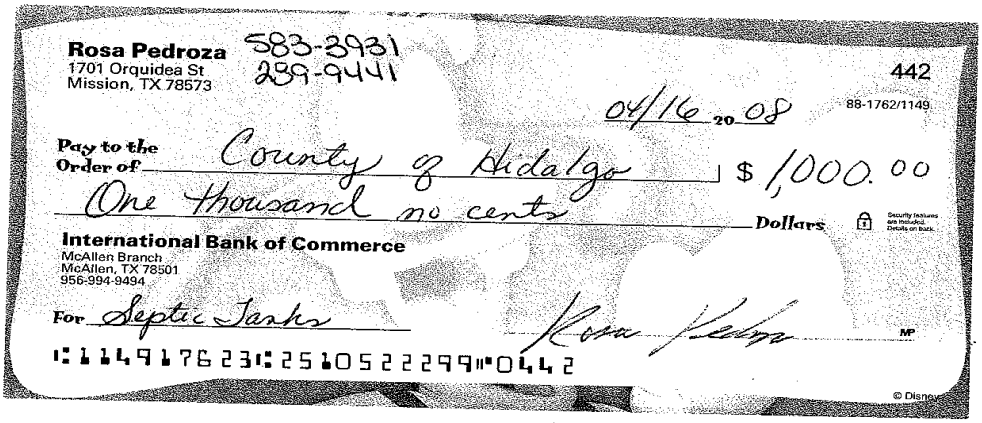
Received by: Rosa D. Cantu

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
No 58596 -2

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

COUNTY AUDITOR'S FORM RE-PD-0001



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: Liz, Pedraza — Permit #: 48441
Address: Alcantar Pedraza 612 — Phone #:
Location: Jual, Los Chanes — No. Bedrooms:

Tank Type: 2 500-Smooth

Inside diameter: 4.5'
Inside length of sides: 4'0
Liquids depth or distance from tank bottom to outlet bottom: 4-2"
Airspace (approximately): 4"
Approximate gallon cap.: 1000

Drain Field: Trench ✓ Bed: ____ Evapotranspiration: ____

Distance from private well: n/a
Distance from foundation: To tank: 30' To drainfield: 45'
Distance from property line: To tank 30' To drainfield: 73'
Depth of Trench: 2'6" Width of trench: 3'
Backfill material: lb: ____ II: ✓ III: ____

Dimensions: 200' X 5' = 1000 Sq. Ft.
Gravel: Natural: ✓ Crushed: ____ Washed: ____
Amount: 22.2 yards, or Tons (per installation)
Pipe: Type: T-4721 Brand (if known): ____ Number of feet: ____

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: A. Izaguirre — License No.: 2700
Remarks: ____

Inspector: ____ Date: 6-17-09
D.R. Lic. # 20546

Jul 01 2009 16:53 EL ARROYO CONSTRUCTION 19558455560 p.2

AI-16443 **16.B.**

Planning Department

CC REGULAR

Date:	07/14/2009
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
   Alegria Subdivision – Pct. 4 (Pablo Alegria)

2. Final Approval of Subdivision Plat
   Caesar's Ranches Subdivision – Pct. 4 (Garco Ltd.)

3. Reimbursement of a Cash Deposit
   Alcantar-Pedroza Subdivision – Pct. 3 (Rosa Pedroza)

BACKGROUND

Fiscal Impact

Attachments

Link: Alegria Subdivision - Preliminary

Link: Alegria; Plat

Link: Caesar's Ranches - Final

Link: Caesar's Ranches;Plat

Link: reimbursement - Pedroza

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 03:18 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/10/2009 10:16 AM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Nora Cavazos — Started On: 07/09/2009 02:48 PM

Final Approval Date: 07/10/2009

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: July 14, 2009

RE: **Alegria Subdivision– Pct. 4**
Preliminary Approval

Alegria Subdivision is a two (2) lot subdivision located on the South side of Pinkston Road approximately 240 feet West of Kenyon 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 April 30, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

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

Sanitary Services will be provided by OSSF.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Pinkston 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 **July 13, 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: **Alegria 2nd 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
		07-09-09	JRT
A	**1ST SHEET COMMENTS:** PLAT NOTES: 4] Please define monument where BM was establish and describe location where can it be found.		
B	**2ND SHEET COMMENTS:** H.C.ROW utility crossing permit is required for water service line crossing Pinkston Rd.		
C	Label for developer to remove existing fence encroaching in lot 2.		
D	Please show location of the existing OSSF in lot 1 and please provide tie down dimension from lot line.		
E	As per OSSF engineering report please, make sure soil report coincides with original soil evaluation report. Also you need to state on report that there's an existing OSSF on lot 1.		
F	All modification on water and OSSF engineering report need to reflect in Spanish version.		

ALEGRIA SUBDIVISION

THE EAST 5.00 ACRES OF LOT 8, BLOCK 33, SANTA CRUZ GARDENS NO.2, ACCORDING TO THE MAP RECORDED IN VOLUME 8, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS.

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
FRONT 40.0'
SIDE 6.0'OR EASEMENT WHICH EVER IS GREATER
REAR 40.0'OR EASEMENT WHICH EVER IS GREATER

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME 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.

3. ●-DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
○-DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.

4. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCH MARK ELEV. = 85.00, U.S.G.S

5. FLOOD ZONE DESIGNATION:
FLOOD ZONE "X" - AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
COMMUNITY-PANEL No. 480334 0325 D
MAP REVISED: JUNE 6, 2000
MAP REVISED TO REFLECT LOMR: MAY 12, 2001.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

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 13,662 CUBIC -FEET (0.31 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH A DETENTION AREA.
LOT 1: 11,230 CF = 0.257ß ACRE-FEET
LOT 2: 2,432 CF= 0.0558 ACRE-FEET

7. 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.

8. 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 DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

9. 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.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:

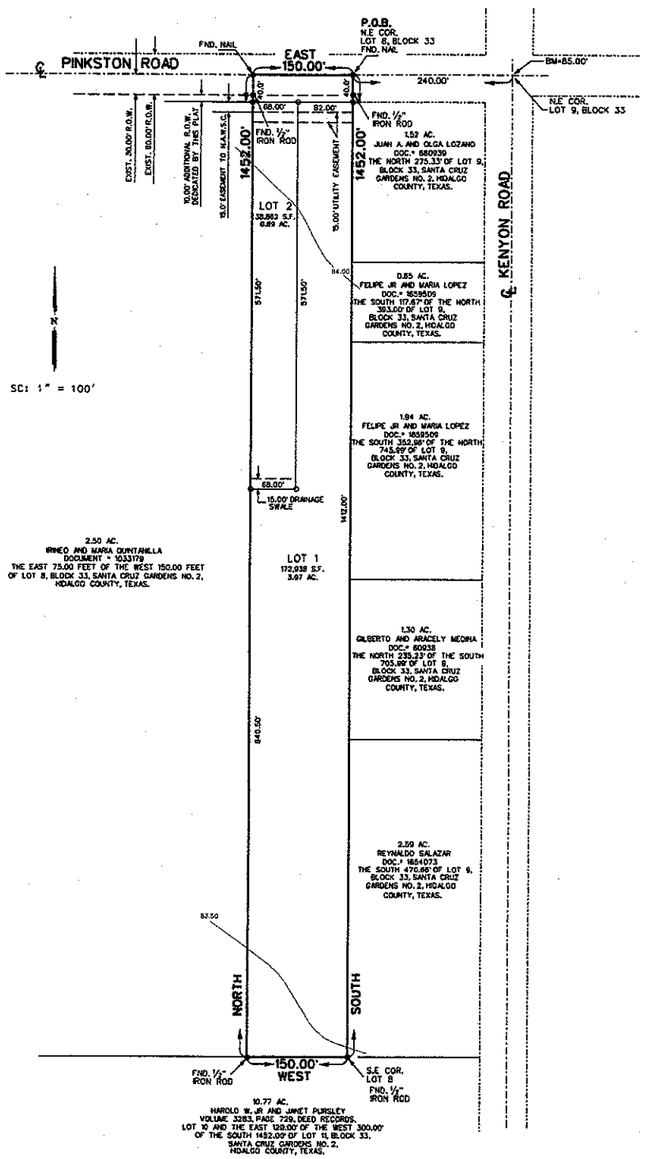
1. ANCHORING OF SEPTIC TANK(s)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

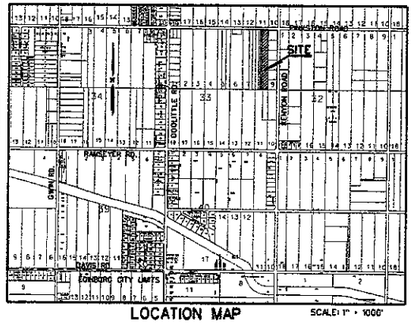
11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

12. PABLO ALEGRIA AND ESPERANZA ALEGRIA, THE OWNER & SUBDIVIDER OF ALEGRIA SUBDIVISION 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.

13. 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.

14. 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 OCCUPANCY AN EASEMENT.





LOCATION MAP SCALE: 1" = 1000'

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

ALEGRIA SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4 IN NORTH SIDE OF HIDALGO COUNTY AND AT THE SOUTH SIDE OF PINKSTON ROAD 240.00 FEET WEST OF KENYON ROAD. THE DELY NEARBY MUNICIPALY IS THE CITY OF EDINBURG ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,735/2005 CENSUS). ALEGRIA SUBDIVISION LIES APPROXIMATELY 1.2 MILES FROM THE CITY LIMITS OF EDINBURG AND LIES WITHIN THE CITY'S 5MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16. DRAINAGE SWALES, DRIVEWAY ENTRANCES WITH SAFETY ENDS WILL BE CONSTRUCTED AT THE BUILDING PERMIT STAGE.

17. ALL LOTS IN ALEGRIA SUBDIVISION ARE HEREBY GRANTED A " DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN ALEGRIA SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNER OF ALEGRIA SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSABLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1, MAY ENFORCE THIS PLAT NOTE BYT INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLE TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING FERNANDEZ SUBDIVISION BECAUSE AN ALTERNATIVE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN FERNANDEZ SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN FERNANDEZ SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	PABLO ALEGRIA	3620 BENITO A. RAMIREZ	EDINBURG, TEXAS. 78541	(956) 563-6280
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2800 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

DATE OF PREPARATION: APRIL 2009.

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS, 78537
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

METES AND BOUNDS

THE EAST 5.00 ACRE OF LOT 8, BLOCK 33, SANTA CRUZ GARDENS NO.2, ACCORDING TO THE MAP RECORDED IN VOLUME 8, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED OF TRUST TO SECURE ASSUMPTION RECORDED UNDER DOCUMENT NUMBER 1900246, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND IN THE CENTERLINE OF PINKSTON ROAD FOR THE NORTHEAST CORNER OF LOT 8, AND THE NORTHEAST CORNER OF THIS TRACT,

THENCE: SOUTH, ALONG THE EAST LINE OF LOT 8, PASSING AT 30.00 FEET A ½" IRON ROD FOUND FOR THE SOUTH R.O.W. LINE OF PINKSTON ROAD, A TOTAL DISTANCE OF 1452.00 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 8 AND THE SOUTHEAST CORNER OF THIS TRACT,

THENCE: WEST, ALONG THE SOUTH LINE OF LOT 8, A DISTANCE OF 150.00 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT,

THENCE: NORTH, PASSING AT 1422.00 FEET TO A ½" IRON ROD FOUND FOR THE SOUTH R.O.W. LINE OF PINKSTON ROAD, A TOTAL DISTANCE OF 1452.00 FEET TO A NAIL FOUND ON THE NORTH LINE OF LOT 8, AND IN THE CENTERLINE OF PINKSTON ROAD FOR THE NORTHWEST CORNER OF THIS TRACT,

THENCE: EAST, ALONG THE NORTH LINE OF LOT 8 AND THE CENTERLINE OF PINKSTON ROAD, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 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 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 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 BEGIN 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 WATERLINE AS 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 HERIN 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, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT 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 _____, 2009.

OWNER: JOSE LEONEL ORTIZ
RT. 12, BOX 850
EDINBURG, TEXAS. 78541

OWNER: MARIA MAGDALENA ORTIZ
RT. 12, BOX 850
EDINBURG, TEXAS. 78541

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ALEGRIA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARMENT ON _____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ALEGRIA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE ALEGRIA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2009.

HIDALGO COUNTY JUDGE _____ DATE _____

ATTEST:_____
HIDALGO COUNTY CLERK _____ DATE _____

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 ___ M ON _____, AND WAS RECORDED IN BOOK _____, SHEET(S) _____, THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ___ M.

_____ _____
HIDALGO COUNTY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, PABLO ALEGRIA AND ESPERANZA ALEGRIA
AS OWNER (S) OF THE 5.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ALEGRIA SUBDIVISION, HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, 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 THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OWNER: PABLO ALEGRIA
3620 BENITO A. RAMIREZ
EDINBURG, TEXAS. 78541
_____ DATE

OWNER: ESPERANZA ALEGRIA
3620 BENITO A. RAMIREZ
EDINBURG, TEXAS. 78541
_____ DATE

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, PABLO ALEGRIA AND ESPERANZA ALEGRIA, ON THIS DAY PERSONALLY APPEARED KNOW 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 PURPOSED AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2009

_____
NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HEREBY APPROVED BY THE SANTA CRUZ IRRIGATION DISTRICT NO. 15, SUBJECT TO THE CONDITION THAT IF IRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISIONS SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSATALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF PROPERTY OWNER TO INSTALL SUCH NECESSARY FACILITIES. THERE WILL BE NO BUILDINGS ALLOWED TO BE BUILT ON TOP OF DISTRICT IRRIGATION LINES. THERE IS A FIFTEEN FOOT EASEMENT ON BOTH SIDES OF IRRIGATION LINE OR CANAL.

_____ _____
SECRETARY PRESIDENT

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: _____

APPROVAL BY PLANNING AND ZONING COMMISSION:

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 AND ZONING COMMISSION DATE:

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO L. GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____
HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2781
2800 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ 9/2/09
GUILLERMO A. ARRATIA
A LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS · GUILLERMO A. ARRATIA · 94001 · LICENSED PROFESSIONAL ENGINEER

SHEET 1 OF 3

INDEX TO SHEET OF ALEGRIA SUBDIVISION

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: PLAT WITH LOTS, 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; COUNTY APPROVAL CERTIFICATES: 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; H.C.D.D. CERTIFICATION; SANTA CRUZ IRRIGATION DISTRICT NO. 15 CERTIFICATE OF APPROVAL; REVISION NOTES, H.C.W.I.D. AND H.C.D.D.#1
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY: ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER SYSTEM AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATIONS AND ATTESTATION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

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: July 14, 2009

RE: **Caesar's Ranches Subdivision – Pct. 4**
Final Approval

Caesar's Ranches is a forty (40) lot subdivision located on the North side of Ramseyer Drive approximately 1,500 feet East from the intersection with 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 May 23, 2005. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

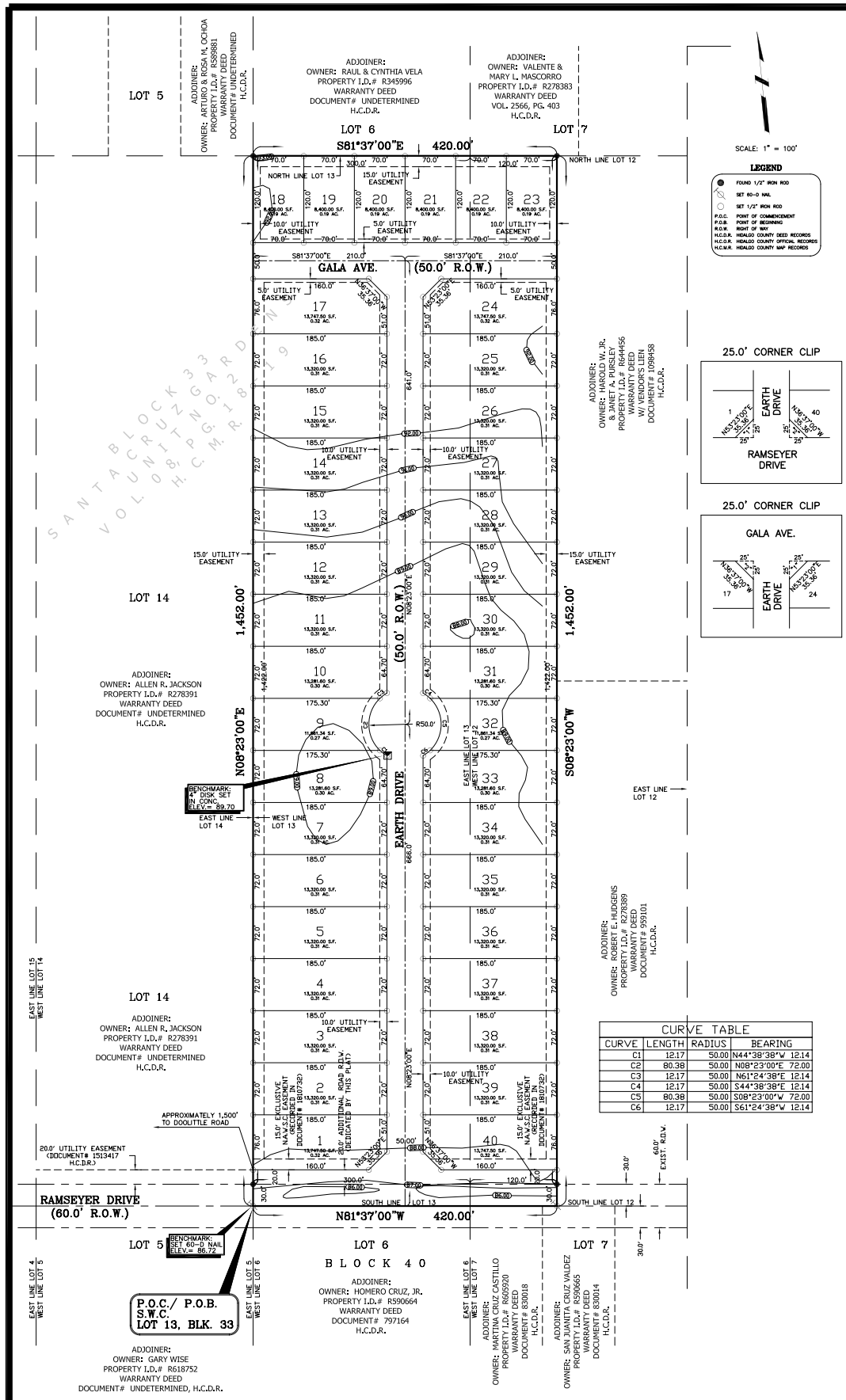
The proposed subdivision plat will dedicate twenty (20) feet on Ramseyer Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by the City of Edinburg.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing twelve (12) inch waterline on Ramseyer Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on October 11, 2005 under Los Naranjos Gardens Subdivision. 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 **July 13, 2009.**


LOT 5
ADJOINER: OWNER: ARTURO A ROSA H, OCHOA PROPERTY I.D.# R358881 WARRANTY DEED DOCUMENT# UNDETERMINED H.C.D.R.
ADJOINER: OWNER: RAUL & CYNTHIA VELA PROPERTY I.D.# R345996 WARRANTY DEED DOCUMENT# UNDETERMINED H.C.D.R.
ADJOINER: OWNER: VALENTE & MARY L. MASCORRO PROPERTY I.D.# R278383 WARRANTY DEED VOL. 2566, PG. 403 H.C.D.R.
LOT 6
LOT 7
S81°37'00"E 420.00'
NORTH LINE LOT 13
NORTH LINE LOT 12
15.0' UTILITY EASEMENT
10.0' UTILITY EASEMENT
5.0' UTILITY EASEMENT
GALA AVE.
(50.0' R.O.W.)
S81°37'00"E 210.0'
N81°37'00"W 210.0'
N53°23'00"E 35.36'
N36°37'00"W 35.36'
ADJOINER: OWNER: HAROLD W. JR. & JANET A. PURSLEY PROPERTY I.D.# R344456 WARRANTY DEED W/ VENDOR'S LIEN DOCUMENT# 1089458 H.C.D.R.
BLOCK 33 SANTA CRUZ GARDENS UNIT NO. 2 VOL. 08, PG. 18 & 19 H.C.M.R.
LOT 14
1,452.00'
N08°23'00"E
S08°23'00"W
(50.0' R.O.W.)
N08°23'00"E 666.0'
EARTH DRIVE
R50.0'
EAST LINE LOT 13
WEST LINE LOT 13
EAST LINE LOT 14
BENCHMARK: "X" CUT IN CONC. ELEV.= 89.70
EAST LINE LOT 12
15.0' UTILITY EASEMENT
ADJOINER: OWNER: ALLEN R. JACKSON PROPERTY I.D.# R278391 WARRANTY DEED DOCUMENT# UNDETERMINED H.C.D.R.
APPROXIMATELY 1,500' TO DOOLITTLE ROAD
20.0' UTILITY EASEMENT (DOCUMENT# 1513417 H.C.D.R.)
15.0' EXCLUSIVE NA.V.S.E.M. EASEMENT DEDICATED BY THIS PLAT
50.00'
N08°23'00"E 100.00'
S08°23'00"W 100.00'
10.0' UTILITY EASEMENT
64.0' EXIST. R.O.W.
RAMSEYER DRIVE
(60.0' R.O.W.)
N81°37'00"W 420.00'
SOUTH LINE LOT 13
SOUTH LINE LOT 12
LOT 5
LOT 6
LOT 7
BLOCK 40
BENCHMARK: 60-D NAIL ELEV.= 86.72
P.O.C./ P.O.B. S.W.C. LOT 13, BLK. 33
ADJOINER: OWNER: GARY WISE PROPERTY I.D.# R618752 WARRANTY DEED DOCUMENT# UNDETERMINED, H.C.D.R.
ADJOINER: OWNER: HOMERO CRUZ, JR. PROPERTY I.D.# R390664 WARRANTY DEED DOCUMENT# 797164 H.C.D.R.
ADJOINER: OWNER: SAN JUANITA CRUZ VALDEZ PROPERTY I.D.# R390665 WARRANTY DEED DOCUMENT# 830014 H.C.D.R.
ADJOINER: OWNER: ROBERT E. HUDGENS PROPERTY I.D.# R278389 VOL. 2566, PG. 101 DOCUMENT# 995101 H.C.D.R.
EAST LINE LOT 5 WEST LINE LOT 6
EAST LINE LOT 6 WEST LINE LOT 7
EAST LINE LOT 7 WEST LINE LOT 8
EAST LINE LOT 15 WEST LINE LOT 14
LOT 14
ADJOINER: OWNER: ALLEN R. JACKSON PROPERTY I.D.# R278391 WARRANTY DEED DOCUMENT# UNDETERMINED H.C.D.R.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40
18 19 20 21 22 23
8,400.00 S.F. 0.19 AC.
13,200.00 S.F. 0.30 AC.
13,747.92 S.F. 0.32 AC.
13,280.80 S.F. 0.30 AC.
175.30'
185.0'
160.0'
72.0'
76.0'
24.0'
20.0'
30.0'
R=50.00' L=78.54' CH=N53°23'00"E 70.71'
R=50.00' L=78.54' CH=N36°37'00"W 70.71

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: JULY 08, 2009

RE: ALCANTAR - PEDROZA SUBDIVISION – PCT. 3

ON NOVEMBER 25, 2008, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM.

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

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

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

○ 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 - Tank	1000.00
Other	
TOTAL	1,000.00

Date 4-24 20 08

Received of: Rosa Pedroza $ 1000.00

One thousand and 00/100 Dollars

Subdivision: Alcantar-Pedroza Subd.

Cash ____ Check # 442 M.O. # ____

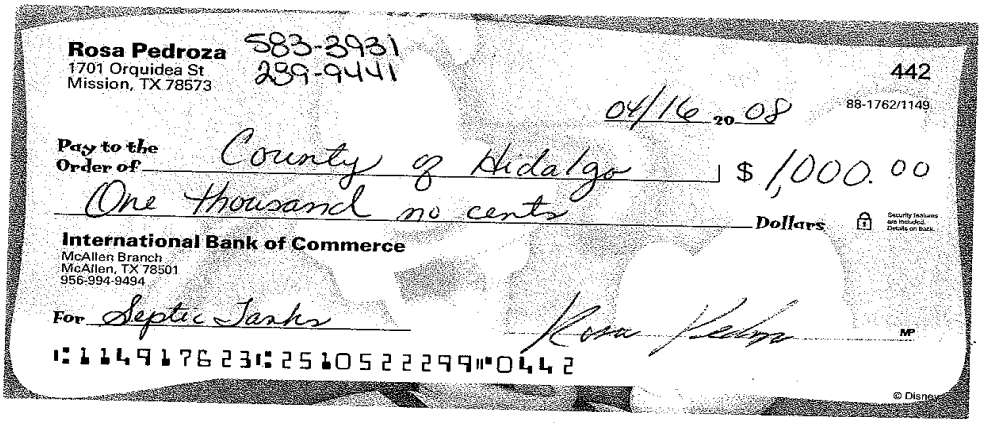
Received by: Rosa D. Cantu

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
No 58596 -2

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

COUNTY AUDITOR'S FORM RE-PD-0001



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: Liz, Pedraza — Permit #: 48441
Address: Alcantar Pedraza 612 — Phone #:
Location: Jual, Los Chanes — No. Bedrooms:

Tank Type: 2 500-Smooth

Inside diameter: 4.5'
Inside length of sides: 4'0
Liquids depth or distance from tank bottom to outlet bottom: 4-2"
Airspace (approximately): 4"
Approximate gallon cap.: 1000

Drain Field: Trench ✓ Bed: ____ Evapotranspiration: ____

Distance from private well: n/a
Distance from foundation: To tank: 30' To drainfield: 45'
Distance from property line: To tank 30' To drainfield: 73'
Depth of Trench: 2'6" Width of trench: 3'
Backfill material: lb: ____ II: ✓ III: ____

Dimensions: 200' X 5' = 1000 Sq. Ft.
Gravel: Natural: ✓ Crushed: ____ Washed: ____
Amount: 22.2 yards, or Tons (per installation)
Pipe: Type: T-4721 Brand (if known): ____ Number of feet: ____

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: A. Izaguirre — License No.: 2700
Remarks: ____

Inspector: ____ Date: 6-17-09
D.R. Lic. # 20546

Jul 01 2009 16:53 EL ARROYO CONSTRUCTION 19558455560 p.2

AI-16408 **17.A.**

D.A. Investigation Fund - Create two (2) Criminal Investigator positions

CC REGULAR

Date:	07/14/2009
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	District Attorney

Information

CAPTION

DA's Investigation Fund (1223):
1. Approval to create two (2) regular part-time Criminal Investigator positions, slot #'s 0058 & 0059, budgeted salary $23,296.00 each.
2. Approval of appropriation of funds (9-1223-412-00-080-007-0)
3. Approval of revised salary schedule.

BACKGROUND

will assist with walk ins, follow-up on investigations, serve warrants, serve subpoenas, and do intake on criminal cases

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

Available funds in fund balance, pending CC approval.

Attachments

Link: DAINVSS

Link: DAINVJD

Link: Budget Amendment

Link: revised salary schedule

Link: fiscal note

Link: PAR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 08:30 AM	APRV
2	Sylvia Solis	Sylvia Solis	07/10/2009 01:06 PM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Roy Cazares — Started On: 07/08/2009 02:10 PM

Final Approval Date: 07/10/2009

INVESTIGATION FUND

District Attorney's Office
2009 Investigation Fund
9-1223-412-00-080-007-0
Department No.: 080

SLOT	NAME	JOB TITLE	SUPPLEMENT
1	MONICA BARRON AUGER	ASSISTANT DISTRICT ATTOR	$4,401.00
2	MARISA GOMEZ	ASSISTANT DISTRICT ATTOR	$4,000.00
3	JEFFEREY C. ROSSBOROUGH	ASSISTANT DISTRICT ATTOR	$3,500.00
4	ORLANDO J. ESQUIVEL	ASSISTANT DISTRICT ATTOR	$4,000.00
5	BELINDA VERONICA SALINAS	ASSISTANT DISTRICT ATTOR	$4,000.00
6	ERIC KURT SCHREIBER	ASSISTANT DISTRICT ATTOR	$3,500.00
7	MICHELLE PUIG	ASSISTANT DISTRICT ATTOR	$4,000.00
8	AMY OLIVAS	ASSISTANT DISTRICT ATTOR	$4,000.00
9	MARISELA LEDEZMA	ASSISTANT DISTRICT ATTOR	$5,000.00
10	MAGDALENA G. HINOJOSA	ASSISTANT DISTRICT ATTOR	$5,000.00
11	CATARINA SILVA ALVARADO	ASSISTANT DISTRICT ATTOR	$5,000.00
12	LINDA M. CAVAZOS	ASSISTANT DISTRICT ATTOR	$5,000.00
13	VACANT- WAS PATRICK KELLY McCORMIC	ASSISTANT DISTRICT ATTOR	$5,000.00
14	ESTEBAN M. ALCANTAR	ASSISTANT DISTRICT ATTOR	$1,156.00
15	JOEL GARCIA	ASSISTANT DISTRICT ATTOR	$3,176.00
16	VACANT-WAS ANDY LOPEZ	ASSISTANT DISTRICT ATTOR	$5,000.00
17	CRISELDA I. RINCON FLORES	ASSISTANT DISTRICT ATTOR	$5,000.00
18	RANDY ORTEGA	ASSISTANT DISTRICT ATTOR	$1,824.00
19	ROBERT LAURENCE GUERRA	ASSISTANT DISTRICT ATTOR	$1,676.00
20	HECTOR HERNANDEZ, JR.	ASSISTANT DISTRICT ATTOR	$1,676.00
21	TEODULO L. LOPEZ, JR.	ASSISTANT DISTRICT ATTOR	$3,236.00
22	VACANT - WAS DEBBY TORRES	ASSISTANT DISTRICT ATTOR	$2,744.00
23	JORGE A. SALAZAR	CRIMINAL INVESTIGATOR	$4,500.00
24	CHARLIE VELA	CRIMINAL INVESTIGATOR	$4,000.00
25	ROSENDO REYES	CRIMINAL INVESTIGATOR	$4,000.00
26	DEBORAH MARMOLEJO	CRIMINAL INVESTIGATOR	$4,500.00
27	ROY CAZARES	PERSONNEL DIRECTOR	$2,000.00
28	EVELIA RODRIGUEZ	ADMINISTRATIVE ASSISTANT	$5,000.00
29	ADA GARZA	ADMINISTRATIVE ASSISTANT	$5,000.00
30	LISA CHAVEZ	ADMINISTRATIVE ASSISTANT	$5,000.00
31	ALEXA LUNA	LEGAL ASSISTANT	$5,000.00
32	LETICIA LOPEZ	ADMINISTRATIVE ASSISTANT	$5,000.00
33	PONCIANO CANTU	ACCOUNTANT	$5,000.00
34	ARGELIA MARTINEZ	LEGAL ASSISTANT	$5,000.00
35	ROXANN SEGOVIA	LEGAL ASSISTANT	$5,000.00
36	MINERVA SALAZAR	LEGAL ASSISTANT	$5,000.00
37	ANDREA PEREZ	LEGAL ASSISTANT	$5,000.00
38	DEBBIE VILLARREAL	ADMINISTRATIVE ASSISTANT	$5,000.00
39	PRICILLA CANTU	LEGAL ASSISTANT	$5,000.00
40	ELIZABETH HANDY	LEGAL ASSISTANT	$5,000.00
41	VERONICA ALMEIDA	LEGAL ASSISTANT	$5,000.00
42	JESSICA MAYE	LEGAL ASSISTANT	$5,000.00
43	SELMA MORALES	LEGAL ASSISTANT	$5,000.00
44	CLARISSA SOTO	LEGAL ASSISTANT	$5,000.00
45	MARIANA TREJO	LEGAL ASSISTANT	$5,000.00
46	BRENDA CHAVARRIA	LEGAL ASSISTANT	$5,000.00
47	ANGELA MARIA HERNANDEZ	LEGAL ASSISTANT	$5,000.00
48	MONICA M. PERALEZ	LEGAL ASSISTANT	$5,000.00
49	EINA G. SALINAS	LEGAL ASSISTANT	$3,000.00
50	VANESSA VILLEGAS	LEGAL ASSISTANT	$5,000.00
51	BARBARA MARIE GARCIA	LEGAL ASSISTANT	$5,000.00

52	EVONNE RODRIGUEZ	LEGAL ASSISTANT	$5,000.00
53	ROSALVA ALANIS	LEGAL ASSISTANT	$5,000.00
54	JENNIFER AMANDA ALEMAN	LEGAL ASSISTANT	$3,000.00
55	VERONICA LOPEZ	LEGAL ASSISTANT	$3,000.00
56	STEPHANIE ALLSUP	ASSISTANT DISTRICT ATTOR	$9,000.00
57	SAMUEL REYES	ASSISTANT DISTRICT AT	$53,500.00
58	VACANT	CRIMINAL INVESTIGATO	$23,296.00
59	VACANT	CRIMINAL INVESTIGATO	$23,296.00
		GRAND TOTAL	**$343,981.00**

Hidalgo County District Attorney's Office
Job Description

Job Title: **Criminal Investigator**

Exempt: **No**
Salary Level:
Job Category: **Law Enforcement**

Summary: To investigate and solve crimes by gathering and analyzing evidence from crime scenes, witnesses, victims and suspects; to intake criminal cases prepared by area law enforcement agencies; to prepare criminal cases for County and District Court; to conduct internal affairs investigations; and to perform other duties and responsibilities as required by the District Attorney's Office.

Essential Duties and Responsibilities:
Other duties may be assigned.

Review and analyze incidence and prosecution case reports; perform follow up investigations.

Interview involved parties including suspects, witnesses and complainants; obtain and verify official statements.

Conduct surveillance of drug suspects and related activities; patrol high risk and drug profile area; conduct undercover operations; collect evidence of crimes; organize and prepare case reports for prosecution.

Contact and cooperate with other law enforcement agencies and the Sheriff's Department in matters relating to the apprehension of offenders and the investigation of offenses; conduct internal investigations of white collar crimes and criminal violations committed by county personnel.

Draft and serve civil citations, arrest warrants and other legal documents to ensure expediency in the legal process; testify in court or in front of a grand jury as requested.

Conduct traffic stops and vehicle searches; compile information and court orders for the destruction of evidence in adjudicated criminal narcotic cases.

Participate in drug awareness training activities; maintain training files; develop training programs; coordinate outside training programs and outside agencies and jurisdictions; review and evaluate current and future training programs.

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

Computer knowledge:
Must have personal computer knowledge. Ability to learn new computer software. Must be familiar with Microsoft Windows products.

Education and/or Experience:
Must have basic certification as a peace officer from the Texas Commission on Law Enforcement Officer Standards and Education (TCLOSE). Must have at least five (5) years of law enforcement experience.

Language Skills:
Ability to read, analyze and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentation on controversial or complex topics to top management, public groups.

Mathematical Skills:
Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:
Ability to define problem(s), collects data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Certificates, Licenses, Registrations:
Possession of an Advanced Certificate of Law Enforcement.

Texas Operator's Drivers License. Investigators use their own private vehicle and not a county car.

Other Skills and Abilities:
Knowledge of:
Undercover methods and procedures including patrol, surveillance, covert monitoring, investigation and identification techniques.

Criminal law and criminal procedure with particular reference to the apprehension, arrest and custody of persons committing misdemeanors and felonies including rules of evidence pertaining to the seizures and preservation of evidence.

Courtroom ethics, demeanor and decorum in providing testimony related to criminal cases.

Offensive and defensive weapons nomenclature and theory.

Use of firearms and other modern law enforcement equipment.

Self defense tactics.

Interview and interrogation techniques and methods.

English usage, spelling, grammar and punctuation.

Pertinent federal, state and local laws, regulations and codes.

Principles and practices of legal document preparation including citations and arrest warrants.

Departmental rules and regulations, policies, procedures and directives.

Specific knowledge of the following areas: Texas Code of Criminal Procedures, Texas Penal Code, Texas Family Code, child abuse and neglect, and/or business ethics and public law.

Ability to:

Accurately observe and remember names, faces, numbers, incidents and places.

Use and properly care for firearms.

Understand, interpret and apply laws, regulations, policies and procedures.

Prepare clear, accurate and grammatically correct written reports.

Maintain confidentiality in the performance of duties.

Analyze situations quickly and objectively and take necessary emergency action.

Identify potential crime situations or traffic hazards and take preventative action.

Learn the operation of standard equipment and facilities required in the performance of assigned tasks.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative working relationships with those contacted in the course of work.

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

effecting arrests
subduing resisting individuals
lifting and carrying light to heavy materials and individuals
conducting covert surveillance
running, walking, crouching or crawling during investigative operations
climbing stairs/ladders
walking, standing or sitting for extended periods of time
operating assigned sheriff equipment and vehicles.

Effectively deal with personal danger which may include exposure to:

armed or dangerous persons
communicable diseases
firearms
excessive noise
inclement weather

Maintain effective audio-visual discrimination and perception needed for:

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

Maintain mental capacity which permits:

making sound decisions and using good judgment
maintaining confidentiality
exercising sound judgment and rational thinking under dangerous circumstances
evaluating various options and alternatives and choose an appropriate and reasonable course of action
demonstrating intellectual capabilities including during training and testing processes.

Effectively handle a work environment and conditions which involve:

working in intense life threatening conditions
exposure to various weather conditions

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

The employee must occasionally lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Employees carries and or moves evidence, briefcase, etc. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to fumes or airborne particles.

Firearms and excessive noises.

While performing the duties of this job, the employee is occasionally exposed to communicable diseases.

Works in an intense life threatening conditions.

Exposure to various weather conditions including inclement weather.

May be exposed to armed or dangerous persons.

Must have a clear criminal record and must submit to a drug test.

DATE: July 7, 2009

2009
Transfer

DEPARTMENT HEAD: Rene Guerra

DEPARTMENT NAME: District Attorney Investigation HB65

ACCOUNT NUMBER: 9-1223-412-00-080-007-0

Contact Person: Roy Cazares **Ph#** 318-2300 Ext. 758

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1223-412-00-080-007-0-114	**Regular Part-Time Employees**	**21,505.00**
9-1223-412-00-080-007-0-211	**Health Insurance**	**3,844.00**
9-1223-412-00-080-007-0-212	**Life Insurance**	**31.00**
9-1223-412-00-080-007-0-220	**FICA**	**1,646.00**
9-1223-412-00-080-007-0-230	**Retirement**	**1,889.00**
9-1223-412-00-080-007-0-250	**Unemployment Compensation**	**108.00**
9-1223-412-00-080-007-0-260	**Workers' Compensation**	**981.00**
	TOTAL BUDGET INCREASE (DECREASE)	**30,004.00**

REASON: Two (2) Criminal Investigator positions to be funded from the D.A. Investigation fund. They will be working 32 hrs. per week. All amount were pro-rated for the remaining 12 pay periods.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1223 -412-00-080-007-0

AI - 16408

DA INVESTIGATION HB65

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	ASSISTANT DISTRICT ATTORNEY	0.00	4,401.00	4,401.00	0	0.00	0.00	4,401.00	4,401.00	0.00	0.00	0.00	0.00	0.00	4,401.00
0002	113	ASSISTANT DISTRICT ATTORNEY	0.00	4,000.00	4,000.00	0	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0003	113	ASSISTANT DISTRICT ATTORNEY	0.00	3,500.00	3,500.00	0	0.00	0.00	3,500.00	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00
0004	113	ASSISTANT DISTRICT ATTORNEY	0.00	4,000.00	4,000.00	0	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0005	113	ASSISTANT DISTRICT ATTORNEY	0.00	4,000.00	4,000.00	0	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0006	113	ASSISTANT DISTRICT ATTORNEY	0.00	3,500.00	3,500.00	0	0.00	0.00	3,500.00	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00
0007	113	ASSISTANT DISTRICT ATTORNEY	0.00	4,000.00	4,000.00	0	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0008	113	ASSISTANT DISTRICT ATTORNEY	0.00	4,000.00	4,000.00	0	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0009	113	ASSISTANT DISTRICT ATTORNEY	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0010	113	ASSISTANT DISTRICT ATTORNEY	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0011	113	ASSISTANT DISTRICT ATTORNEY	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0012	113	ASSISTANT DISTRICT ATTORNEY	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0013	113	ASSISTANT DISTRICT ATTORNEY	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0014	113	ASSISTANT DISTRICT ATTORNEY	0.00	1,156.00	1,156.00	0	0.00	0.00	1,156.00	1,156.00	0.00	0.00	0.00	0.00	0.00	1,156.00
0015	113	ASSISTANT DISTRICT ATTORNEY	0.00	3,176.00	3,176.00	0	0.00	0.00	3,176.00	3,176.00	0.00	0.00	0.00	0.00	0.00	3,176.00
0016	113	ASSISTANT DISTRICT ATTORNEY	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0017	113	ASSISTANT DISTRICT ATTORNEY	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0018	113	ASSISTANT DISTRICT ATTORNEY	0.00	1,824.00	1,824.00	0	0.00	0.00	1,824.00	1,824.00	0.00	0.00	0.00	0.00	0.00	1,824.00
0019	113	ASSISTANT DISTRICT ATTORNEY	0.00	1,676.00	1,676.00	0	0.00	0.00	1,676.00	1,676.00	0.00	0.00	0.00	0.00	0.00	1,676.00
0020	113	ASSISTANT DISTRICT ATTORNEY	0.00	1,676.00	1,676.00	0	0.00	0.00	1,676.00	1,676.00	0.00	0.00	0.00	0.00	0.00	1,676.00
0021	113	ASSISTANT DISTRICT ATTORNEY	0.00	3,236.00	3,236.00	0	0.00	0.00	3,236.00	3,236.00	0.00	0.00	0.00	0.00	0.00	3,236.00
0022	113	CRIMINAL INVESTIGATOR	0.00	2,744.00	2,744.00	0	0.00	0.00	2,744.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0023	113	CRIMINAL INVESTIGATOR	0.00	4,500.00	4,500.00	0	0.00	0.00	4,500.00	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00
0024	113	CRIMINAL INVESTIGATOR	0.00	4,000.00	4,000.00	0	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0025	113	CRIMINAL INVESTIGATOR	0.00	4,000.00	4,000.00	0	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0026	113	CRIMINAL INVESTIGATOR	0.00	4,500.00	4,500.00	0	0.00	0.00	4,500.00	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00
0027	113	PERSONNEL DIRECTOR	0.00	2,000.00	2,000.00	0	0.00	0.00	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00	2,000.00
0028	113	ADMINISTRATIVE ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0029	113	ADMINISTRATIVE ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0030	113	ADMINISTRATIVE ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0031	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00

COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1223 -412-00-080-007-0

AI - 16408

DA INVESTIGATION HB65

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	
0032	113	ADMINISTRATIVE ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0033	113	ACCOUNTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0034	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0035	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0036	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0037	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0038	113	ADMINISTRATIVE ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0039	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0040	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0041	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0042	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0043	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0044	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0045	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0046	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0047	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0048	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0049	113	LEGAL ASSISTANT	0.00	3,000.00	3,000.00	0	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0050	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0051	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0052	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0053	113	LEGAL ASSISTANT	0.00	5,000.00	5,000.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0054	113	LEGAL ASSISTANT	0.00	3,000.00	3,000.00	0	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0055	113	LEGAL ASSISTANT	0.00	3,000.00	3,000.00	0	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0056	113	ASSISTANT DISTRICT ATTORNEY	0.00	9,000.00	9,000.00	0	0.00	0.00	9,000.00	9,000.00	0.00	0.00	0.00	0.00	0.00	9,000.00
0057	113	ASST D.A.	0.00	53,500.00	53,500.00	0	0.00	0.00	53,500.00	52,600.00	0.00	0.00	0.00	900.00	0.00	53,500.00
0058	**114**	**CRIMINAL INVESTIGATOR**	**0.00**	**23,296.00**	**23,296.00**	**0**	**0.00**	**0.00**	**23,296.00**	**0.00**	**0.00**	**0.00**	**0.00**	**900.00**	**0.00**	**0.00**
0059	**114**	**CRIMINAL INVESTIGATOR**	**0.00**	**23,296.00**	**23,296.00**	**0**	**0.00**	**0.00**	**23,296.00**	**0.00**	**0.00**	**0.00**	**0.00**	**900.00**	**0.00**	**0.00**
			0.00	343,981.00	343,981.00		0.00	0.00	343,981.00	278,745.00	0.00	0.00	0.00	900.00	0.00	279,645.00

Approval to create two (2) regular part-time Criminal Investigation positions, slot no. 0058 & 0059,, budgeted salary 23,296.00 for each. Pending CC approval.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, July 14, 2009 **Agenda Item:** 16408

Summary of request/proposal:
District Attorney Investigation Dept is requesting approval to create two (2) regular part-time Criminal Investigation positions, slot no. 0058 & 0059,, budgeted salary 23,296.00 for each.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1223	Criminal Investigator	0058	114	0.00	23,296.00	23,296.00
1223	Criminal Investigator	0059	114	0.00	23,296.00	23,296.00
				0.00	46,592.00	46,592.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1223-412-00-080-007-0	114	DA INVESTIGATION FUND REG P/T EMPLOYEES	$19,457.96
9-1223-412-00-080-007-0	211	DA INVESTIGATION FUND HEALTH INSURANCE	$1,738.99
9-1223-412-00-080-007-0	212	DA INVESTIGATION FUND LIFE INSURANCE	$11.28
9-1223-412-00-080-007-0	220	DA INVESTIGATION FUND FICA	$1,488.53
9-1223-412-00-080-007-0	230	DA INVESTIGATION FUND RETIREMENT	$1,755.11
9-1223-412-00-080-007-0	250	DA INVESTIGATION FUND UNEMPLOYMENT COMP	$97.29
9-1223-412-00-080-007-0	260	DA INVESTIGATION FUND WORKER'S COMP	$25.30
		2009 Budgetary Impact	$24,574.46

2010 Budgetary Impact: $58,843.42

Possible Funding Sources: **Fund Balance (1223)**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
District Attorney's Office

DATE:
07/07/2009

CURRENT POSITION TITLE:
N/A

CURRENT SLOT. #: 0058 & 0059

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR
(For new positions or reclassifications)

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 23,296.00 (Proposed Budgeted Salary) $ 23,296.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☒

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

JULY 2009	DECEMBER 2009	MON-THURS 8-5PM	32	7 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)

INVESTIGATORS WILL BE USED TO ASSIST WALK INS , FOLLOW UP ON INVESTIGATIONS, SERVE WARRANTS, SERVE SUBPOENAS, AND DO INTAKE ON CRIMINAL CASES.

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

assist walk-ins, follow-up on investigations, serve warrants, serve subpoenas, and do intake on criminal cases

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

n/a

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

n/a

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

positions will be funded by the District Attorney's Office Investigation Fund

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Rene Guerra — DEPARTMENT HEAD — 07/07/2009 — DATE — FUNDING AVAILABLE IN DEPT. BUDGET ☐ YES ☐ NO

2. HUMAN RESOURCES DIRECTOR — DATE — PERSONNEL PROCEDURES COMPLIED ☐ YES ☐ NO

3. DEPARTMENT OF BUDGET & MANAGEMENT — DATE 7/10/09 — BUDGET PROCEDURES COMPLIED ☑ YES ☐ NO

4. COMMISSIONER'S COURT APPROVAL — DATE

AI-16367 **18.A.**

Approval of Payment - Mario & Maria D. Gauna

CC REGULAR

Date:	07/14/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Consideration and approval to purchase a certain tract of land described as Parcel "A" LJ Drainage Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-045-0-719

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

BUDGETARY IMPACT:

2009 Certificate of Obligation funds (1339) for Precinct No. 2 available balance is $16,011.67. Check preposted in the amount of $74,988.33. Funds available as of 07/09/09.

Attachments

Link: Parcel A

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/07/2009 04:16 PM	APRV
2	Olga Garza	Olga Garza	07/08/2009 10:50 AM	APRV
3	Dale Kennan	Dale Kennan	07/09/2009 02:23 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Sandra Garcia Started On: 07/07/2009 12:08 PM

Final Approval Date: 07/10/2009

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

MEMO

TO: Commissioner's Court

FROM: Lupe Rodriguez, ROW Agent
Hidalgo County Right of Way Department

DATE: May 12, 2009

RE: LJ Drainage Project
Mario Gauna and wife Maria D. Gauan (Parcel "A")

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value: $71,997.00

Settlement Offer: $75,000.00

Difference **$ 3,003.00**

Approved; 5/13/09

Not Approved; _____

509 E. Earling Rd. ★ San Juan, Texas 78589 ★ (956) 283-8134 ★ Fax (956) 283-8402

May 12, 2009

Hidalgo County Right of Way Department
C/O Lupe Rodriguez, Right of Way Agent
509 E. Earling Road
San Juan, Texas 78589

Mario Gauna and wife Maria D. Gauna
117 Owassa Road
Alamo, Texas 78516-6847

Re: Counter Settlement
Property Description: A 4.994 acre tract of land out of the East 20 acres of Lot 2
Block 50 Alamo Land & Sugar Company Subdivision

Dear Mr. Rodriguez,

We have decided to submit this final counter offer so that your project may continue. We still believe that our property is worth more money.

Our final offer for the sale of our property is $ 75, 000.00.

Thank you.

Respectfully submitted,

Mario Gauna

Maria D. Gauna

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property:	Located along the southern side of Owassa Road, Hidalgo County, Texas.	District	Pharr
		ROW CSJ:	N/A
Property Owner:	Mario Gauna & Maria D Gauna	Parcel:	N/A
Address of Property Owner:	117 Owassa Road Alamo, Texas 78516-6847	Federal Project No:	N/A

Occupant's Name: Vacant

Whole: ☐ Partial: ☑ Acquisition Highway: N/A County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

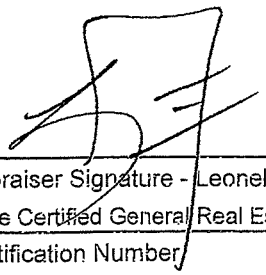
Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $71,997 as of March 3, 2009, based upon my independent appraisal and the exercise of my professional judgment; on March 3, 2009, (date)(s), I personally inspected in the field the property herein appraised; I did not afford Mario and Maria D. Gauna, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection as per scope. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on March 4, 2009 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, proper officials of the County of Hidalgo or officials of the Federal Highway Administration until authorized by State officials to do so, until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.



Appraiser Signature - Leonel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General

Certification Number

March 4, 2009

Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

AI-16466 **19.A.**

Appt. of Civil Service Commissioner

CC REGULAR

Date:	07/14/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Comm. Handy
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #1

Information

CAPTION

Appointment of Corina Camarillo Ybarra as Civil Service Commissioner

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/10/2009 03:27 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	07/10/2009 04:57 PM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW
Form Started By: Monica Badillo			Started On: 07/10/2009 02:12 PM	
Final Approval Date: 07/10/2009				

AI-16442 **19.B.**

Road issue/Drainage issue

CC REGULAR

Date:	07/14/2009
Submitted By:	Noe Montez, COMM. PCT. #1
Submitted For:	Marcos Lopez
Department:	COMM. PCT. #1
Agenda Category:	Precinct #1

Information

CAPTION

1. Presentation and discussion regarding "Open Forum" issue on June 30, 2009 in reference to the re-naming of Mile 14 to Juan E. Diaz Rd.

2. Presentation and discussion regarding drainage issue off of FM 1015 adjacent to Monte Alto Acres Phase V Subdivision, as discussed during the June 30, 2009 Commissioners' Court Meeting-Planning Dept. (AI #16157) in response to comments made by Rogelio Garza.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Discussion during court meeting only.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 03:15 PM	APRV
2	Ivan Cantu	Ivan Cantu	07/09/2009 03:20 PM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Noe Montez — Started On: 07/09/2009 02:40 PM

Final Approval Date: 07/10/2009

AI-16449 **20.A.1.**

Interdepartmental Transfer Eldora Gardens Pct. No. 2 BCAP

CC REGULAR

Date:	07/14/2009
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

Pct.#2 BCAP (1311):
Approval of 2009 interdepartmental transfer within Precinct #2 BCAP (1311) from Precinct#2 BCAP Roadrunner#2 (program 620) to Eldora Gardens (program 252) in the amount of $9,309.36 to fund BCAP project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-620-0-731

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

BUDGETARY IMPACT:

9-1311-431-00-122-620-0-731-->9-1311-431-00-122-252-0-733; $ 7,297.41
9-1311-431-00-122-620-0-731-->9-1311-431-00-122-252-0-841; $ 2,011.95

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 04:33 PM	APRV
2	Roland Garcia	Rolando Garcia	07/10/2009 11:54 AM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Marcie Jackson Started On: 07/09/2009 03:53 PM

Final Approval Date: 07/10/2009

DATE: July 9, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: PCT. 2 Border Colonia Access Program for PCT. 2 BCAP-(1202)

ACCOUNT NUMBER: 9-1311-431-00-122-XXX-0-XXX

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

AI-16449 7/14/09

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
9-1311-431-00-122-620-0-731	ROADRUNNER #2-ROADS	$ (9,309.36)
9-1311-431-00-122-252-0-841	ELDORA GARDENS-AID TO GOVY AGENCY	$ 2,011.95
9-1311-431-00-122-252-0-733	ELDORA GARDENS-DRAINAGE DITCHES	$ 7,297.41
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to fund anticipated expenditures for completion of project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16435 **20.A.2.**

Inter-Departmental transfer for Drainage Improvement Projects

CC REGULAR

Date:	07/14/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

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 Project, (program 038) in the amount of $60,000.00 to fund ROW expenditures.

BACKGROUND

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 $2,367,961.33 as of 07/08/2009
9-1339-431-00-122-034-0-890------>9-1339-431-00-122-038-0-711 in the amount of $60,000.00

Reference: AI-16434 CC 7/14/09

Attachments

Link: Inter-Dept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 08:58 AM	APRV
2	Roland Garcia	Rolando Garcia	07/10/2009 01:13 PM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 07/08/2009 05:43 PM

Final Approval Date: 07/10/2009

DATE: July 8, 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	(60,000.00)
9-1339-431-00-122-038-0-711	CO2009 Pct2 L J Drain (S. of Owassa)-ROW	$60,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to parcel surveys for LJ Drainage Project with PO#620378.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16441 **20.A.3.**

Interdepartmental Transfer - Precinct #3

CC REGULAR

Date:	07/14/2009
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 1924 Ph 1 Outfall Channel (program 032) to TxDot - Bus 83 Ph 1 Outfall Channel (program 033) in the amount of $56,023.25 to fund expected expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-50-123-032-0-711

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

BUDGETARY IMPACT:

Available funds as of 7/09/09 is $192,783.53.
9-1315-431-50-123-032-0-711-->9-1315-431-50-123-033-0-711 $56,023.25

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 02:03 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/10/2009 08:21 AM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Perla Lopez — Started On: 07/09/2009 12:47 PM

Final Approval Date: 07/10/2009

INTER-DEPARTMENTAL TRANSFER

DATE: July 14, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for Precint #3 TxDot

ACCOUNT NUMBER: 9-1315-431-50-123-XXX-0-711

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:		
9-1315-431-50-123-032-0-711	TxDot - FM 1924 PH 1 Outfall Channel - Row	(56,023.25)
TO:		
9-1315-431-50-123-033-0-711	TxDot - Bus 83 PH 1 Outfall Channel - Row	56,023.25
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to fund expected expenditures.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-16364 **20.A.4.**

Interdept transfer for Notes Payable-Other Debt Principal (1401)

CC REGULAR

Date:	07/14/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Notes Payable (1401):
Approval of 2009 interdepartmental transfer from Notes Payable-Other Debt Interest to Notes Payable-Other Debt Principal in the amount of $85,500.01 to cover expected expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1401-47X-00-000-000-0-XXX

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

BUDGETARY IMPACT:

9-1401-472-00-000-000-0-864 --> 9-1401-471-00-000-000-0-862 $85,500.01; funds available as of 7-8-09.

Attachments

Link: Notes Payable interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 03:29 PM	APRV
2	Ivan Cantu	Ivan Cantu	07/08/2009 04:14 PM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Perla Lopez — Started On: 07/07/2009 11:19 AM

Final Approval Date: 07/10/2009

INTER-DEPARTMENTAL TRANSFER

DATE: July 14, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management

ACCOUNT NUMBER: 9-1401-XXX-00-000-000-0-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
9-1401-472-00-000-000-0-864	Notes Payable - Other Debt Interest	(85,500.01)
TO:		
9-1401-471-00-000-000-0-862	Notes Payable - Other Debt Principal	85,500.01
	Total Budget (Increase/Decrease)	**0.00**

REASON: To cover expected expenditures.

Department Head Signature — Date

Approved Commissioners' Court — Attest County Clerk

AI-16373 **20.A.5.**

Interdepartmental Transfer Red Barn Pct.No.2 BCAP Fund 1202

CC REGULAR

Date:	07/14/2009
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

Pct. #2 R&B (1202):
Approval of 2009 interdepartmental transfer within Precinct#2 R&B (1202) from Precinct#2 P/U (program 006) to Red Barn (program 605) in the amount of $3,000.00 to fund BCAP project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1202-431-00-122-006-0-841

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

BUDGETARY IMPACT:

9-1202-431-00-122-006-0-841-->9-1202-431-00-122-605-1-841; $3,000.00

Available balance as of 07/10/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 03:13 PM	APRV
2	Roland Garcia	Rolando Garcia	07/10/2009 11:43 AM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Marcie Jackson Started On: 07/07/2009 03:52 PM

Final Approval Date: 07/10/2009

DATE: July 7, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: PCT. 2 Border Colonia Access Program for PCT. 2 BCAP-(1202)

ACCOUNT NUMBER: 9-1202-431-00-122-XXX-0-841

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

AI-16373 7/14/09

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
9-1202-431-00-122-006-0-841	PCT2 P/U RD-AID TO GOVT AGENCY	$ (3,000.00)
9-1202-431-00-122-605-1-841	PCT.2-RED BARN-AID TO GOVT AGENCY	$ 3,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to fund anticipated expenditures for completion of project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16421 **20.A.6.**

Interdepartmental Transfer - Pct# 4 Drainage Improvement Project (1339)
CC REGULAR

Date: 07/14/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Budget and Management

Information

CAPTION

Pct. #4 Drainage Improvement Projects C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 Precinct #4 Drainage Improvement Project from (program 036) to Schunior Drain (program 051) in the amount of $42,200.00, Curry Drain (program 052) in the amount of $7,000.00, Alamo Acres (program 040) in the amount of $82,230.00, and Alamo Brisas (program 054) in the amount of $18,620.00 for a total of $150,050.00 to fund project expenditures.

BACKGROUND

Transfer will be to aquire 3 to 4 acre tract of land for the purpose of constructing an open drain ditch for the Schunior Drain Extention to include title and appraisal reports, also to cover a drainage easment for the Curry Drain to drain Diana Estates to include tilte and appraisal reports, and for the purchase of materials for the construction of a drainage line at Alamo Acres and to aquire a 1.17 easement at Alamo Acres and a 1.88 acre easement at Alamo Brisas.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available as of 7-10-09.
9-1339-431-00-124-036-0-890-->9-1339-431-124-051-0-711 $42,200.00
9-1339-431-00-124-036-0-890-->9-1339-431-124-052-0-711 $ 7,000.00
9-1339-431-00-124-036-0-890-->9-1339-431-124-040-0-733 $70,000.00
9-1339-431-00-124-036-0-890-->9-1339-431-124-040-0-711 $12,230.00
9-1339-431-00-124-036-0-890-->9-1339-431-124-054-0-711 $18,620.00

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 08:42 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/10/2009 11:23 AM	APRV

3	Auditor's Office	07/10/2009 05:06 PM	NEW
Form Started By: Jr. Munoz		Started On: 07/08/2009 03:47 PM	
Final Approval Date: 07/10/2009			

DATE: July 13, 2009

2009
Transfer

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-036-0-890

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

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

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
From:		
9-1339-431-00-124-036-0-890	**CO2009 Pct4 Drain Improv.- Other**	**(150,050.00)**
To:		
9-1339-431-00-124-051-0-711	**CO2009 Pct4 Schunior Drain - Right-of-way**	**$42,200.00**
9-1339-431-00-124-052-0-711	**CO2009 Pct4 Curry Drain - Right-of-way**	**$7,000.00**
9-1339-431-00-124-040-0-733	**CO2009 Pct4 Alamo Acres - Drainage Ditches**	**$70,000.00**
9-1339-431-00-124-040-0-711	**CO2009 Pct4 Alamo Acres - Right-of-way**	**$12,230.00**
9-1339-431-00-124-054-0-711	**CO2009 Pct4 Alamo Brisas - Right-of-way**	**$18,620.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover the following: $42,200.00 to aquire a 3 to 4 acre tract of land for the purpose of constructing an open drain ditch for the Schunior Drain Extention to include Title and Appraisal reports, $7,000.00 to cover drainage eastment for the Curry Drain to drain Diana Estates to include Title and Appraisal reports and $70,000.00 for the purchase of material for the construction of drainage line, $12,230.00 for a 1.17 acre easment and $18,620.00 for a 1.88 acre easment to include Title and Appraisal reports.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16400 **20.A.7.**

Interdept transfer from TXDOT FM 88 Drainge to TXDOT FM 88 (1315)

CC REGULAR

Date:	07/14/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

TXDOT (1315):
Approval of 2009 interdepartmental transfer from TXDOT - FM 88 Drainage, program #036, to TXDOT -FM 88, program #037, in the amount of $20,000.00 to fund project expenditures.

BACKGROUND

As requested by Noe Montez from Pct. 1, transfer is to fund legal fees (i.e. eminent domain cases) in relation to the FM 88 TXDOT project.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-X0-121-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1315-431-50-121-036-0-711 --> 9-1315-431-00-121-037-0-841 $20,000.00; funds available as of 7-8-09.

Attachments

Link: TXDOT FM 88 interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	07/08/2009 01:35 PM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 04:36 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/10/2009 08:14 AM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Ivan Cantu Started On: 07/08/2009 01:20 PM

Final Approval Date: 07/10/2009

DATE: July 8, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for TXDOT Fund

ACCOUNT NUMBER: 9-1315-431-XX-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			
9-1315-431-50-121-036-0- 711	TXDOT-FM 88 Drainage-	ROW	(20,000.00)
TO			
9-1315-431-00-121-037-0- 841	TXDOT-FM 88-	Aid to Govt Agency	20,000.00

AI-16472 **20.A.8.**

Worker's Compensation Sweep

CC REGULAR

Date:	07/14/2009
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Mr. Raul Silguero
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Workers' Comp. - Budget Adjustment:
Approval to transfer unneeded (due to revised rates) Worker's Compensation funds from various departments to the County Wide Administration-Contingency account.

BACKGROUND

Fiscal Impact

Attachments

Link: WC Sweep

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	07/10/2009 04:58 PM	APRV
2	Budget & Management		07/10/2009 05:06 PM	NEW
Form Started By: Damaris San Miguel			Started On: 07/10/2009 04:14 PM	
Final Approval Date: 07/10/2009				

HIDALGO COUNTY

Department Of Budget & Management

AI # 16472

WORKERS COMPENSATION CODE

General Fund - Sweep

Account Number	Department Name	Amounts based on (BAP) Salary Schedule: 2009 Budgeted WC Amount	WC Amount per Pay Period (C/26)	Est.WC amount for Year End (D*12.8)	50% Reduction approved by CC	SAGE: Available Balance 7/09/2009	Workers Comp OBJ.260
110041200001001 260	92ND DC	1,755.26	67.51	864.87	432.43	$864.87	(432.44)
110041200002001 260	93RD DC	1,508.44	58.02	743.25	371.63	$777.20	(405.57)
110041200003001 260	139TH DC	1,589.04	61.12	782.97	391.48	$782.34	(390.86)
110041200004001 260	206TH DC	1,501.40	57.75	739.79	369.89	$740.33	(370.44)
110041200005001 260	275TH DC	1,825.92	70.23	899.69	449.84	$899.58	(449.74)
110041200006001 260	332ND DC	1,616.48	62.17	796.49	398.24	$985.68	(587.44)
110041200007001 260	370TH DC	1,667.19	64.12	821.48	410.74	$821.12	(410.38)
110041200008001 260	389TH DC	1,672.40	64.32	824.04	412.02	$823.79	(411.77)
110041200009001 260	398TH DC	1,743.07	67.04	858.87	429.43	$864.65	(435.22)
110041200009003 260	INDIGENT DEFENSE	595.21	22.89	293.28	146.64	$292.87	(146.23)
110041200010001 260	430TH DC	1,859.19	71.51	916.08	458.04	$691.67	(233.63)
110041200011001 260	449TH DC	1,681.25	64.66	828.40	414.20	$743.36	(329.16)
110041200021001 260	CCL#1	1,800.18	69.24	887.00	443.50	$919.68	(476.18)
110041200022001 260	CCL#2	1,841.64	70.83	907.43	453.72	$943.53	(489.81)
110041200023001 260	CCL#3 PROBATE CRT	1,919.87	73.84	945.98	472.99	$982.65	(509.66)
110041200024001 260	CCL#4	786.03	30.23	387.30	193.65	$423.46	(229.81)
110041200025001 260	CCL#5	1,772.45	68.17	873.34	436.67	$909.58	(472.91)
110041200026001 260	CCL#6	1,917.54	73.75	944.83	472.42	$1,001.26	(528.84)
110041200031001 260	MASTER COURT	1,319.21	50.74	650.02	325.01	$650.08	(325.07)
110041200032001 260	MASTER CRT II	1,304.00	50.15	642.52	321.26	$642.27	(321.01)
110041200045001 260	CRIMINAL AUXILIARY COURT	1,497.70	57.60	737.96	368.98	$809.66	(440.68)
110041200061001 260	JP PCT 1/PL 1	412.73	15.87	203.37	101.68	$206.42	(104.74)
110041200062001 260	JP PCT 1/PL 2	410.21	15.78	202.13	101.06	$203.79	(102.73)
110041200063001 260	JP PCT 2/PL 1	418.37	16.09	206.15	103.07	$207.65	(104.58)
110041200064001 260	JP PCT 2/PL 2	410.00	15.77	202.02	101.01	$208.67	(107.66)
110041200065001 260	JP PCT 3/PL 1	463.33	17.82	228.30	114.15	$230.59	(116.44)
110041200066001 260	JP PCT 3/PL 2	460.02	17.69	226.66	113.33	$228.31	(114.98)
110041200067001 260	JP PCT 4/PL 1	542.96	20.88	267.53	133.77	$245.21	(111.44)
110041200068001 260	JP PCT 4/PL 2	678.95	26.11	334.54	167.27	$336.20	(168.93)
110041200069001 260	JP PCT 5/PL 1	414.70	15.95	204.34	102.17	$233.62	(131.45)
110041200080002 260	CRIM DA	13,263.00	510.12	6,535.09	3,267.54	$7,181.66	(3,914.12)
110041200090001 260	DIST CLERK	4,377.82	168.38	2,157.09	1,078.54	$2,162.35	(1,083.81)
110041230085003 260	PUBLIC DEFENDER	201.98	7.77	99.52	49.76	$104.01	(54.25)
110041300110006 260	CO JUDGE	1,634.76	62.88	805.49	402.75	$781.47	(378.72)

HIDALGO COUNTY

Department Of Budget & Management

AI # 16472

WORKERS COMPENSATION CODE

General Fund - Sweep

		Amounts based on (BAP) Salary Schedule				SAGE	
Account Number	Department Name	2009 Budgeted WC Amount	WC Amount per Pay Period (C/26)	Est.WC amount for Year End (D*12.8)	50% Reduction approved by CC	Available Balance 7/09/2009	Workers Comp OBJ.260
110041330115017 260	CO COMM	5,481.65	210.83	2,700.98	1,350.49	$2,738.48	(1,387.99)
110041400130001 260	ELECTIONS DEPT	3,005.29	115.59	1,480.80	740.40	$1,582.15	(841.75)
110041500200001 260	INFORMATION TECHNOLOGY	4,733.37	182.05	2,332.28	1,166.14	$2,657.57	(1,491.43)
110041514115001 260	BUDGET & MANAGEMENT	2,040.89	78.50	1,005.61	502.80	$870.02	(367.22)
110041515140001 260	TAX OFF	10,459.82	402.30	5,153.87	2,576.94	$5,080.39	(2,503.45)
110041516150001 260	CO TREASURER	1,116.57	42.94	550.17	275.08	$567.35	(292.27)
110041518160001 260	PURCHASING	2,484.18	95.55	1,224.03	612.01	$1,065.66	(453.65)
110041521170001 260	CO AUDITOR	4,041.28	155.43	1,991.26	995.63	$2,200.86	(1,205.23)
110041540180001 260	CO CLERK	5,176.73	199.10	2,550.73	1,275.37	$2,579.09	(1,303.72)
110041540180002 260	CO CLERK - RECORD ARCHIVE	424.80	16.34	209.31	104.66	$228.88	0.00
110041550190002 260	HUMAN RESOURCES	833.06	32.04	410.47	205.24	$441.14	(235.90)
110041910210001 260	PLANNING DEPT	2,519.06	96.89	1,241.22	620.61	$906.87	(286.26)
110041940115069 260	CRTHSE PK LOT	5,562.00	213.92	2,740.57	1,370.28	$2,676.44	(1,306.16)
110041940220001 260	GEN GOVT BLDG	68,708.47	2,642.63	33,854.78	16,927.39	$34,745.46	(17,818.07)
110041940220002 260	BLDG MINOR ST	16,541.00	636.19	8,150.26	4,075.13	$8,444.67	(4,369.54)
110041950115059 260	DBM - SAFETY DIVISION	1,668.31	64.17	822.03	411.01	$826.57	(415.56)
110042100115027 260	TX DPS	362.00	13.92	178.37	89.18	$239.02	(149.84)
110042100280001 260	SHERIFF	285,764.06	10,990.93	140,804.74	70,402.37	$145,610.78	(75,208.41)
110042100291001 260	CONSTABLE PCT.1	8,883.74	341.68	4,377.29	2,188.65	$4,316.60	(2,127.95)
110042100292001 260	CONSTABLE PCT.2	9,229.07	354.96	4,547.45	2,273.72	$4,472.67	(2,198.95)
110042100293001 260	CONSTABLE PCT.3	11,896.09	457.54	5,861.57	2,930.78	$6,610.29	(3,679.51)
110042100294001 260	CONSTABLE PCT.4	9,446.97	363.35	4,654.81	2,327.41	$5,301.28	(2,973.87)
110042100295001 260	CONSTABLE PCT.5	8,253.55	317.44	4,066.78	2,033.39	$5,727.76	(3,694.37)
110042210300001 260	EMERGENCY SRVS - FM	5,011.46	192.75	2,469.30	1,234.65	$2,777.43	(1,542.78)
110042321280002 260	JAIL	344,666.97	13,256.42	169,828.02	84,914.01	$178,030.18	(93,116.17)
110042332330001 260	JUV DET HM	10,891.25	418.89	5,366.45	2,683.23	$5,659.68	(2,976.45)
110042360330002 260	JUV PROB	5,255.63	202.14	2,589.61	1,294.81	$2,578.93	(1,284.12)
110042900300023 260	EMERGENCY SRVS - EM	733.44	28.21	361.39	180.69	$375.69	(195.00)
110043200121001 260	SANITATION PCT.1	29,838.91	1,147.65	14,702.55	7,351.27	$14,429.46	(7,078.19)
110043200122001 260	SANITATION PCT.2	28,273.60	1,087.45	13,931.27	6,965.64	$16,973.36	(10,007.72)
110043200123001 260	SANITATION PCT.3	45,569.91	1,752.69	22,453.70	11,226.85	$15,276.74	(4,049.89)
110043200124001 260	SANITATION PCT.4	16,835.11	647.50	8,295.18	4,147.59	$8,527.91	(4,380.32)
110044100340001 260	HEALTH ADM	8,245.51	317.13	4,062.82	2,031.41	$4,277.21	(2,245.80)
110044100340003 260	HEALTH CLINICS	21,490.39	826.55	10,588.98	5,294.49	$11,670.59	(6,376.10)

HIDALGO COUNTY

Department Of Budget & Management

AI #
16472

WORKERS COMPENSATION CODE

General Fund - Sweep

Account Number	Department Name	Amounts based on (BAP) Salary Schedule: 2009 Budgeted WC Amount	WC Amount per Pay Period (C/26)	Est.WC amount for Year End (D*12.8)	50% Reduction approved by CC	SAGE Available Balance 7/09/2009	Workers Comp OBJ.260
110044400240001 260	HUMAN SERVICES	4,853.21	186.66	2,391.33	1,195.66	$2,750.01	(1,554.35)
110044400360001 260	CHILD WELFARE	226.00	8.69	111.36	55.68	$158.36	(102.68)
110044400370001 260	VETERAN'S SRV	467.86	17.99	230.53	115.26	$233.78	(118.52)
110046100380001 260	TX COOP EXTENSION	671.95	25.84	331.09	165.55	$59.55	106.00
110046300121002 260	PCT.1 CBDG	88.98	3.42	43.84	21.92	$43.87	(21.95)
110046600121050 260	PCT 1 CRC	1,040.00	40.00	512.44	256.22	$513.33	(257.11)
110046600122018 260	PCT 2 CRC	962.47	37.02	474.24	237.12	$444.67	(207.55)
110046600122082 260	PCT 2 CRC - SOUTH TOWER RD	847.00	32.58	417.34	208.67	$600.16	(391.49)
		1,051,463.90	40,440.92	518,088.62	259,044.31	$534,170.49	($275,001.96)
110041500115002 899	**CO WIDE ADM - CONTINGENCY**						**$ 275,001.96**
	TOTAL:						**0.00**

REASON: To sweep Workers' Compensation lapse amount from General Fund to the Countywide Admin. Contingency Acct.

AI-16471 **20.A.9.**

2nd Qtr Salary Sweep

CC REGULAR

Date:	07/14/2009
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Mr. Raul Silguero
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

2nd Qtr. Salary Sweep (1100):
Approval to transfer General Fund lapsed salaries from various departments to the County Wide Administration account.

BACKGROUND

General Fund lapse salaries are earmarked for potential 2009 Revenue deficitl.

Fiscal Impact

Attachments

Link: salary sweep

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	07/10/2009 04:57 PM	APRV
2	Budget & Management		07/10/2009 05:06 PM	NEW

Form Started By: Damaris San Miguel — Started On: 07/10/2009 04:13 PM

Final Approval Date: 07/10/2009

HIDALGO COUNTY

Department Of Budget & Management

AI# 16471

2ND QTR. GENERAL FUND SALARY SWEEP

		Amounts based on (BAP) Salary Schedule			SAGE	
Account Number	Department Name	2009 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries per Year (E*12.812)	Available Balance 7/09/09	Salaries OBJ. 113 (I-G)
110041200031001 113	MASTER COURT	85,503.60	3,288.60	42,133.54	$42,125.54	8.00
110041200032001 113	MASTER CRT II	85,504.00	3,288.62	42,133.74	$42,125.54	8.20
110041200045001 113	CRIMINAL AUXILIARY COURT	209,799.00	8,069.19	103,382.49	$104,697.56	(1,315.07)
110041200064001 113	JP PCT 2/PL 2	122,155.00	4,698.27	60,194.23	$62,817.08	(2,622.85)
110041200067001 113	JP PCT 4/PL 1	187,366.95	7,206.42	92,328.67	$94,253.59	(1,924.92)
110041200069001 113	JP PCT 5/PL 1	122,155.00	4,698.27	60,194.23	$66,215.00	(6,020.77)
110041200080002 113	CRIM DA	4,410,420.00	169,631.54	2,173,319.27	$2,202,647.80	(29,328.53)
110041200090001 113	DIST CLERK	2,012,908.70	77,419.57	991,899.47	$1,013,256.50	(21,357.03)
110041230085003 113	PUBLIC DEFENDER	142,646.00	5,486.38	70,291.56	$71,452.61	(1,161.05)
110041400130001 113	ELECTIONS DEPT	562,661.80	21,640.84	277,262.42	$282,287.20	(5,024.78)
110041500200001 113	INFORMATION TECHNOLOGY	1,058,220.25	40,700.78	521,458.38	$526,823.82	(5,365.44)
110041514115001 113	BUDGET & MANAGEMENT	1,016,358.00	39,090.69	500,829.95	$498,019.28	2,810.67
110041515140001 113	TAX OFF	3,886,997.20	149,499.89	1,915,392.62	$1,936,308.36	(20,915.74)
110041516150001 113	CO TREASURER	428,704.10	16,488.62	211,252.19	$220,441.93	(9,189.74)
110041518160001 113	PURCHASING	1,125,154.40	43,275.17	554,441.47	$586,073.69	(31,632.22)
110041521170001 113	CO AUDITOR	1,880,996.00	72,346.00	926,896.95	$959,918.99	(33,022.04)
110041540180001 113	CO CLERK	1,889,260.10	72,663.85	930,969.25	$948,753.87	(17,784.62)
110041550190002 113	HUMAN RESOURCES	316,594.00	12,176.69	156,007.78	$175,085.47	(19,077.69)
110041910210001 113	PLANNING DEPT	629,194.25	24,199.78	310,047.57	$322,467.13	(12,419.56)
110041940220001 113	GEN GOVT BLDG	2,158,779.60	83,029.98	1,063,780.16	$1,099,105.61	(35,325.45)
110042100115027 113	TX DPS	179,849.00	6,917.27	88,624.05	$107,667.48	(19,043.43)
110042100280001 113	SHERIFF	12,258,597.95	471,484.54	6,040,659.88	$6,113,635.27	(72,975.39)
110042100292001 113	CONSTABLE PCT.2	272,736.00	10,489.85	134,395.91	$140,695.36	(6,299.45)
110042100293001 113	CONSTABLE PCT.3	434,906.00	16,727.15	214,308.30	$217,188.30	(2,880.00)
110042100294001 113	CONSTABLE PCT.4	319,659.00	12,294.58	157,518.12	$159,615.96	(2,097.84)
110042100295001 113	CONSTABLE PCT.5	281,033.00	10,808.96	138,484.42	$149,918.81	(11,434.39)
110042210300001 113	EMERGENCY SRVS - FM	216,209.50	8,315.75	106,541.39	$107,452.14	0.00
110042321280002 113	JAIL	13,874,915.05	533,650.58	6,837,131.22	$6,930,224.25	(93,093.03)
110042332330001 113	JUV DET HM	2,784,177.00	107,083.73	1,371,956.76	$1,425,684.08	(53,727.32)
110042360330002 113	JUV PROB	1,639,159.00	63,044.58	807,727.12	$822,931.66	(15,204.54)
110042900300023 113	EMERGENCY SRVS - EM	293,979.00	11,306.88	144,863.81	$143,396.32	1,467.49
110043200121001 113	SANITATION PCT.1	719,901.00	27,688.50	354,745.06	$357,804.57	(3,059.51)
110043200122001 113	SANITATION PCT.2	654,276.55	25,164.48	322,407.35	$393,894.79	(71,487.44)
110043200123001 113	SANITATION PCT.3	907,748.00	34,913.38	447,310.28	$417,941.17	29,369.11

HIDALGO COUNTY

Department Of Budget & Management

AI# 16471

2ND QTR. GENERAL FUND SALARY SWEEP

		Amounts based on (BAP) Salary Schedule			SAGE	
Account Number	Department Name	2009 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries per Year (E*12.812)	Available Balance 7/09/09	Salaries OBJ. 113 (I-G)
110044100340001 113	HEALTH ADM	1,103,943.25	42,459.36	543,989.27	$555,092.31	(11,103.04)
110044100340003 113	HEALTH CLINICS	2,817,418.35	108,362.24	1,388,337.07	$1,438,738.28	(50,401.21)
110044400240001 113	HUMAN SERVICES	927,825.85	35,685.61	457,204.03	$473,196.16	(15,992.13)
110044400360001 113	CHILD WELFARE	80,064.00	3,079.38	39,453.08	$45,772.96	(6,319.88)
110046100380001 113	TX COOP EXTENSION	234,930.30	9,035.78	115,766.42	$117,222.19	(1,455.77)
110046300121002 113	PCT.1 CBDG	44,490.60	1,711.18	21,923.60	$21,919.59	4.01
110046600122082 113	PCT 2 CRC - SOUTH TOWER RD	91,435.00	3,516.73	45,056.35	$47,049.54	(1,993.19)
		62,468,631.35	2,402,639.67	30,782,619.42	31,441,917.76	($658,387.59)

110041500115002 890 CO WIDE ADM - OTHER **$ 658,387.59**

TOTAL: **0.00**

REASON: **To sweep lapsed salaries from General Fund to the Countywide Admin. Account. Funds earmaked for potential 2009 Revenues shortfall.**

AI-16375 **20.B.1.**

Interfund transfer from Pct. 1 R& B (1201) to Pct. 1 CO's 2009 (1339)-PO #611180

CC REGULAR

Date:	07/14/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Pct. #1 CO's 2009 (1339):
Approval of 2009 interfund transfer from Pct. 1 R & B (fund 1201, program #005) to Pct. 1 CO's 2009 Mile 7W, Mile 21N & Mile 20 N drainage project (fund 1339, program #075) in the amount of $16,400.00 to fund payment for Dos Land Surveying for surveying services (PO #611180).

BACKGROUND

This transfer is to reclassify PO #611180 for Dos Land Surveying. Payment request was previously approved by CC on 5-19-09, refer to AI #15502, item 18B.1).

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1XXX-431-00-121-XXX-0-XXX

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

BUDGETARY IMPACT:

9-1201-431-00-121-005-0-731 --> 9-1339-431-00-121-075-0-733 $16,400.00. PO #611180 needs to be reclassified to the CO's 2009 fund 1339 Drainage. Reclassification is pending by Auditor's office.

Attachments

Link: Pct. 1 CO's 2009 interfund transfer

Link: Pct. 1 PO #611180 backup info

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	07/08/2009 08:30 AM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 08:56 AM	APRV
3	Roland Garcia	Rolando Garcia	07/09/2009 01:16 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Ivan Cantu Started On: 07/07/2009 04:08 PM

Final Approval Date: 07/10/2009

DATE: July 7, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 CO's 2009

2009
Interfund Transfer

ACCOUNT NUMBER: **9-1339-431-00-121-057-0-733**

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

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:				
9-1201-431-00-121-005-0-	731	Pct. 1 P/U Rd-	Roads	(16,400.00)
9-1201-491-01-000-339-0-	000	Transfers Out-	Pct. 1 CO's 2009	16,400.00
TO:				
9-1339-391-01-000-201-0-	000	Transfers In-	Pct. 1 R & B	16,400.00
9-1339-431-00-121-057-0-	733	Pct. 1Mile 7W, Mile 20N & Mile 21N-	Drainage Ditches	16,400.00
			TOTAL BUDGET INCREASE (DECREASE)	**16,400.00**

REASON: To reclassify PO #611180 to drainage project fund 1339. Auditor's office agreed that this project is to be considered drainage. Payment request was previously approved by CC on 5-19-09 (refer to AI #15502, item 18B.1), pending reclassification by Auditor's office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2802 South Highway 281
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBPAGE: http://www.hidalgocountyauditor.org
E-MAIL: hidalgoauditors@countyofhidalgo.org

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE: 06/04/2009**

TO : MR. MONTEZ **DEPT: PCT#4**

FROM: LUPITA GARZA/ACCOUNTS PAYABLE SPECIALIST II **PHONE: (956) 318-2511 EXT 4630**

REFERENCE: DOS LAND SURVEYING INVOICE#01.08 M20

THE FOLLOWING DOCUMENT (S), i e IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113 064.

[] **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**

[ ] **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**

[ ] **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**

[ ] **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**

[] **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**

[ ] **SIGNATURE OR DATE NOT PRESENT**

[ ] **SYSTEM SHOWS INVOICE PAID**

[ ] **INSUFFICIENT FUNDING IN ACCOUNT _____ AVAILABLE _____**

[] **NEED APPROVAL OF: DEPARTMENT HEAD**

[] **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):**

[ ] **NEEDS CORRECTION (S):**

[X] **OTHER: SENDING ORIGINAL INVOICE WITH BACKUP**

[X] **COMMENTS/RECOMMENDATION: Mr. Montez, as per our recent telephone conversation, it seems that this invoice#01.08 M20 is for drainage improvements. If that is the situation need to contact Budget Office and have the create a specific account for this project. If you have any question feel free to call me at ext.4630. Thank you**

Lupita S.

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, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

D S

Bill To:
Hidalgo Co. Pct. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

DATE:
May 7, 2009

INVOICE # 01.08 M20

Attention: Accounts Payable

PO Number: 611180

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
Mile 20 N., Mile 21 N. & Mile 7 W.				
Professional Services **Survey and Topography**				
Surveying Services	$16,400.00	$0.00	$16,400.00	$0.00
TOTAL	**$16,400.00**	**$0.00**	**TOTAL DUE**	**$16,400.00**

POSTED

to establish the centerline high purpose drainage improvement project

Please remit to:
Dos Land Surveying P.O. Box 1300 Donna, TX. 78537

9-1201-431-00-121-005-0-731
PO 611180

Respectfully

PAID 2009

INVOICE RECEIVED BY
Noe Monter on 5/11/09
GOODS/SERVICES RECEIVED BY:
Noe Monter on 5/11/09

Affidavit of Final Request for Payment

Date: May 7. 2009

Professional Service Contract

Date: 10-15-08

Owner: Hidalgo County Precinct No. 1

Contractor: Dos Land Surveying

RECEIVED BY
2009 MAY 19 PM 3:35

Project:

Mile 20 N. Mile 21 N. & Mile 7 West

Completion Date: May 1, 2009

Affiant: Mr. Eric C. Ybarra. President of Dos Land Surveying

Affidavit of Final Request for Payment

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Dos Land Surveying is a Texas LLC.

2. Affiant is President of Surveyor and is authorized to make this affidavit on behalf of Surveyor.

3. The Surveying services required by the Professional Services Contract have been completed in accordance with the requirements of the Contract.

4. Surveyor has paid laborers. and material in full for all labor. services and materials provided to Surveyor for the work and services performed on the Project. excepting only the amounts owed to the persons identified below: NONE.

5. This affidavit is made to induce Owner to accept the services as completed. to pay Surveyor all or part of the consideration in the Professional Services Contract. and to induce Owner to acknowledge completion of the Project.

Dos Land Surveying

Eric Ybarra. President

SUBSCRIBED AND SWORN TO before me on this 7 day of May. 2009 by Eric Ybarra. in his capacity as President of Dos Land Surveying.

CELINA GARZA
Notary Public. State of Texas
My Commission Expires
December 12, 2010

Notary Public. State of Texas

6. **AI-15426** Presentation for consideration, discussion and applicable action to award to lowest bidder meeting all specifications and requirements with approval of contract for: "Security Services for Parking Lots Owned by Hidalgo County". RFB No. 2009-013-03-11-otm – **APPROVED**

7. **AI-15391** Requesting approval to remove the listed items from Veteran's Department inventory: – **APPROVED**
   a. Dell Minitower 400 MHZ, Asset#37813, acquired on 10/23/2001
   b. 1 166 MHZ Pentium CPU, Pionex, Asset# 31208, acquired on 9/23/1997
   c. 1 133 MHZ Pentium CPU, Pionex, Asset# 31268, acquired on 9/23/1997
   d. 1 OPTIPLEX GX 270 Small Minitower, Asset# 41799, acquired on 12/9/2003

B. Pct. 1

1. **AI-15502** Presentation for discussion, consideration, acceptance and approval of request for "Affidavit Of Final Payment Request" for Invoice #01.80-M20 in the amount of $16,400.00 submitted by Dos Land Surveying with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to contract #C-08-225-09-09-PO#611180 for Professional Surveying Services to "Mile 20N, Mile 21N and Mile 7W" Project within Hidalgo County Precinct #1. – **APPROVED**

C. Pct. 2

1. **AI-15526** Presentation for discussion, consideration, acceptance and approval of Application for Payment #1 from CAS Companies, L.P. in the amount of $457,519.13 and as certified for payment by project architect, VA Architecture in connection with the construction of the South Tower Park CRC Building(s) including waiving the submission of release of liens for this payment request only subject to the completion of Auditor's review and processing procedures and authority for County Treasurer to issue payment/check. – **APPROVED**

2. **AI-15506** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A)(4)(a), a professional service for Engineering Services (including developing plans, specifications, scopes of work, etc.) in connection with: building repairs and/or renovations on an as needed basis to comply with The Texas Engineering Practice Act (Occupational Code Sec. 1001.053.A); – **APPROVED**
   b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluation through the County's approved pool of engineers in connection with professional engineering services (including developing plans, specifications, scopes of work, etc.) required for building repairs and/or renovations on an as needed basis to comply with The Texas Engineering Practice Act (Occupational Code Sec. 1001.053.A); – **APPROVED**
   1st. **DOS LOGISTICS**; 2nd. **R. GUTIERREZ**; 3rd. **TEDSI**;
   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 (including developing plans and specifications) for Building renovations on an as needed basis to comply with The Texas Engineering Practice Act (Occupational Code Sec. 1001.053.A). – **APPROVED; DOS LOGISTICS**

DEPARTMENT : HIDALGO COUNTY PRECINCT #1

DATE: 19-May-2009 **ATTN: LUPITA** **FROM: NOE**

VENDOR NAME	AMOUNT	INV#	DATE	DEPT.	O/C	PO #	REQ #	OTHER	AUDITOR'S COMMENTS
dos land surveying	$16,400.00	01-08M20	5/7.09	9-1201-431-00-121-005-0-	731	61180		appvd cc 5/19/09	

6/4/09 I dec. sent notice

RECEIVED
2009 JUN 19 PM 3:55

AI-16426 **20.B.2**

Interfund for 25% Reimbursement from FEMA

CC REGULAR

Date:	07/14/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Budget & Management (1100):
Approval and authorization of 2009 interfund transfers from General Fund (1100) to FEMA reimbursed road repairs for various precincts (1280) in the total amount of $311,215.37 (25% of FEMA reimbursement) as per Texas Local Government Code Section 111.070 to address emergency expenditures related to Hurricane Dolly.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** General to Special Rev

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

BUDGETARY IMPACT:

From General Fund (1100) Fund Balance to FEMA Reimbursed Road Projects (1280) in the total amount of $311,215.37.

Attachments

Link: Pct 1

Link: Pct 2

Link: Pct 3

Link: Pct 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 08:43 AM	APRV
2	Ivan Cantu	Ivan Cantu	07/09/2009 09:36 AM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Dale Kennan Started On: 07/08/2009 04:28 PM

Final Approval Date: 07/10/2009

DATE: July 8, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Various Precinct 1 - FEMA Reimbursements (1280)

ACCOUNT NUMBER: 9-1280-431-00-121-9XX-0-433

Contact: Dale Kennan **Ph#** (956) 292-7025 Ext. 5406

2009
Appropriation

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).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-491-01-000-280-0-891	TRANSFERS OUT-DESIG PURP LVL 0	62,578.71
9-1280-391-01-000-100-0-000	TRANSFERS IN-GENERAL FUND	62,578.71
9-1280-431-00-121-950-0-433	PCT 1-37-0586-CR MILE 1/2 E-R&B-R&M SERV	3,085.78
9-1280-431-00-121-951-0-433	PCT 1-37-0590-CR MILE 15 1/2 E-R&B-R&M S	2,958.83
9-1280-431-00-121-952-0-433	PCT 1-37-0602-CR MILE 19 RD-R&B-R&M SERV	4,724.02
9-1280-431-00-121-953-0-433	PCT 1-38-0599-RANCHO TOLUCA RD-R&B-R&M S	4,684.37
9-1280-431-00-121-954-0-433	PCT 1-39-0600-CR MILE 5-1/2 RD-R&B-R&M S	4,083.13
9-1280-431-00-121-955-0-433	PCT 1-39-0601-CR MILE 7 RD-R&B-R&M SERVI	3,825.03
9-1280-431-00-121-956-0-433	PCT 1-40-0615-CR 2812-R&B-R&M SERVICES	2,709.11
9-1280-431-00-121-957-0-433	PCT 1-40-0717-CR MILE 14 RD-R&B-R&M SERV	2,700.54
9-1280-431-00-121-958-0-433	PCT 1-40-0718-CR MILE 12 1/2 E-R&B-R&M S	5,178.85
9-1280-431-00-121-959-0-433	PCT 1-40-0721-CR MILE 15 RD-R&B-R&M SERV	1,735.78
9-1280-431-00-121-960-0-433	PCT 1-48-0610-CR MILE 1 1/2 E-R&B-R&M SE	3,979.43
9-1280-431-00-121-961-0-433	PCT 1-48-0656-CR 3350-R&B-R&M SERVICES	1,199.36
9-1280-431-00-121-962-0-433	PCT 1-48-0711-CR MILE 3 E-R&B-R&M SERVIC	1,606.15
9-1280-431-00-121-963-0-433	PCT 1-49-0709-CR MILE 20 RD-R&B-R&M SERV	5,342.02
9-1280-431-00-121-964-0-433	PCT 1-53-0645-CR MILE 11 N RD-R&B-R&M SE	2,272.58
9-1280-431-00-121-965-0-433	PCT 1-53-0659-MARRO RD-R&B-R&M SERVICES	1,250.07
9-1280-431-00-121-966-0-433	PCT 1-53-0660-VALDEZ RD-R&B-R&M SERVICES	2,915.37
9-1280-431-00-121-967-0-433	PCT 1-55-0713-CR MILE 1 E-R&B-R&M SERVIC	2,552.03
9-1280-431-00-121-968-0-433	PCT 1-56-0696-ENGLEMAN RD-R&B-R&M SERVIC	3,306.15
9-1280-431-00-121-969-0-433	PCT 1-63-0710-HILL TOP GARDEN LN-R&B-R&M	2,470.11
TOTAL BUDGET INCREASE (DECREASE) IN FUND 1280		$ 62,578.71

REASON: To appropriate funding in the total amount of $62,578.71 into FEMA Reimbursed Projects for Pct 1 to cover a portion of road repair expenses incurred.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: July 8, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Various Precinct 2 - FEMA Reimbursements (1280)

ACCOUNT NUMBER: 9-1280-431-00-122-9XX-0-433

Contact: Dale Kennan **Ph#** (956) 292-7025 Ext. 5406

2009
Appropriation

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).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-491-01-000-280-0-891	TRANSFERS OUT-DESIG PURP LVL 0	63,254.75
9-1280-391-01-000-100-0-000	TRANSFERS IN-GENERAL FUND	63,254.75
9-1280-431-00-122-950-0-433	PCT 2-37-0581-OWASSA RD-R&B-R&M SERVICES	4,900.06
9-1280-431-00-122-951-0-433	PCT 2-37-0584-EL JAY DR.-R&B-R&M SERVICE	337.34
9-1280-431-00-122-952-0-433	PCT 2-37-0584-GEARHART DR.-R&B-R&M SERVI	187.43
9-1280-431-00-122-953-0-433	PCT 2-37-0584-MOONLIGHT AVE.-R&B-R&M SER	280.94
9-1280-431-00-122-954-0-433	PCT 2-37-0584-OAK AVE.-R&B-R&M SERVICES	225.07
9-1280-431-00-122-955-0-433	PCT 2-37-0589-RIDGE RD-R&B-R&M SERVICES	4,900.06
9-1280-431-00-122-956-0-433	PCT 2-37-0591-AMANDA CT.-R&B-R&M SERVICE	393.09
9-1280-431-00-122-957-0-433	PCT 2-37-0591-JON DR.-R&B-R&M SERVICES	374.36
9-1280-431-00-122-958-0-433	PCT 2-37-0591-ALTA VISTA-R&B-R&M SERVICE	187.13
9-1280-431-00-122-959-0-433	PCT 2-37-0591-LEE DR.-R&B-R&M SERVICES	374.36
9-1280-431-00-122-960-0-433	PCT 2-37-0605-EARLING RD-R&B-R&M SERVICE	3,414.34
9-1280-431-00-122-961-0-433	PCT 2-38-0598-VALLEY BLVD-R&B-R&M SERVIC	1,511.33
9-1280-431-00-122-962-0-433	PCT 2-40-0614-SOUTH TOWER RD-R&B-R&M SER	4,583.21
9-1280-431-00-122-963-0-433	PCT 2-40-0715-ELDORA RD-R&B-R&M SERVICES	2,253.16
9-1280-431-00-122-964-0-433	PCT 2-48-0611-MOORE RD-R&B-R&M SERVICES	2,072.22
9-1280-431-00-122-965-0-433	PCT 2-48-0644-RIO GRANDE ST.-R&B-R&M SER	225.13
9-1280-431-00-122-966-0-433	PCT 2-48-0644-NUECES ST.-R&B-R&M SERVICE	93.43
9-1280-431-00-122-967-0-433	PCT 2-48-0644-SAN DIEGO ST.-R&B-R&M SERV	112.30
9-1280-431-00-122-968-0-433	PCT 2-48-0644-SANTA BARBARA DR.-R&B-R&M	375.07
9-1280-431-00-122-969-0-433	PCT 2-48-0644-SANTA CRUZ DR.-R&B-R&M SER	187.49
9-1280-431-00-122-970-0-433	PCT 2-49-0661-RANCHO BLANCO RD-R&B-R&M S	1,368.31
9-1280-431-00-122-971-0-433	PCT 2-49-0662-EL GATO RD-R&B-R&M SERVICE	8,728.57
9-1280-431-00-122-972-0-433	PCT 2-49-0712-N TOWER RD-R&B-R&M SERVICE	3,801.23
9-1280-431-00-122-973-0-433	PCT 2-49-0714-BORDER RD-R&B-R&M SERVICES	4,337.26
9-1280-431-00-122-974-0-433	PCT 2-51-0613-SIOUX RD-R&B-R&M SERVICES	2,683.48
9-1280-431-00-122-975-0-433	PCT 2-51-0616-CESAR CHAVEZ RD-R&B-R&M SE	5,876.82
9-1280-431-00-122-976-0-433	PCT 2-56-0719-MINNESOTA RD-R&B-R&M SERVI	6,950.26
9-1280-431-00-122-977-0-433	PCT 2-63-0786-NEBRASKA AVE-R&B-R&M SERVI	2,521.30
	TOTAL BUDGET INCREASE (DECREASE) IN FUND 1280	$ 63,254.75

REASON: To appropriate funding in the total amount of $63,254.75 into FEMA Reimbursed Projects for Pct 2 to cover a portion of road repair expenses incurred.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

DATE: July 8, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Various Precinct 3 - FEMA Reimbursements (1280)

ACCOUNT NUMBER: 9-1280-431-00-123-9XX-0-433

Contact: Dale Kennan **Ph#** (956) 292-7025 Ext. 5406

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).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-491-01-000-280-0-891	TRANSFERS OUT-DESIG PURP LVL 0	67,156.16
9-1280-391-01-000-100-0-000	TRANSFERS IN-GENERAL FUND	67,156.16
9-1280-431-00-123-950-0-433	PCT 3-37-0582-TOM GILE RD-R&B-R&M SERVIC	6,405.97
9-1280-431-00-123-951-0-433	PCT 3-37-0583-SEVEN MILE RD-R&B-R&M SERV	7,315.60
9-1280-431-00-123-952-0-433	PCT 3-37-0587-MINNESOTA-R&B-R&M SERVICES	1,526.26
9-1280-431-00-123-953-0-433	PCT 3-37-0592-PALM DR-R&B-R&M SERVICES	962.17
9-1280-431-00-123-954-0-433	PCT 3-37-0593-ABRAM RD-R&B-R&M SERVICES	3,419.83
9-1280-431-00-123-955-0-433	PCT 3-37-0594-PUERTO RICO RD-R&B-R&M SER	914.95
9-1280-431-00-123-956-0-433	PCT 3-37-0597-JUAJOLOTE RD-R&B-R&M SERVI	543.98
9-1280-431-00-123-957-0-433	PCT 3-37-0603-MILITARY RD-R&B-R&M SERVIC	3,769.15
9-1280-431-00-123-958-0-433	PCT 3-38-0595-WESTERN AVE-R&B-R&M SERVIC	2,664.75
9-1280-431-00-123-959-0-433	PCT 3-38-0596-BRUSHLINE RD-R&B-R&M SERVI	2,090.36
9-1280-431-00-123-960-0-433	PCT 3-38-0604-COWBOYS RD-R&B-R&M SERVICE	717.57
9-1280-431-00-123-961-0-433	PCT 3-39-0625-TEN MILE RD-R&B-R&M SERVIC	1,190.79
9-1280-431-00-123-962-0-433	PCT 3-39-0639-"L" RD-R&B-R&M SERVICES	386.36
9-1280-431-00-123-963-0-433	PCT 3-40-0612-CHIHUAHUA RD-R&B-R&M SERVI	2,453.17
9-1280-431-00-123-964-0-433	PCT 3-40-0637-KAIMAN RD-R&B-R&M SERVICES	539.36
9-1280-431-00-123-965-0-433	PCT 3-40-0716-PARIS STREET-R&B-R&M SERVI	3,546.34
9-1280-431-00-123-966-0-433	PCT 3-43-0636-DREAMER RD-R&B-R&M SERVICE	831.88
9-1280-431-00-123-967-0-433	PCT 3-43-0638-KUTZUR RD-R&B-R&M SERVICES	728.58
9-1280-431-00-123-968-0-433	PCT 3-47-0573-TROSPER RD-R&B-R&M SERVICE	1,133.99
9-1280-431-00-123-969-0-433	PCT 3-47-0574-LA HOMA RD-R&B-R&M SERVICE	1,612.88
9-1280-431-00-123-970-0-433	PCT 3-48-0640-HILDA ST-R&B-R&M SERVICES	3,546.34
9-1280-431-00-123-971-0-433	PCT 3-50-0576-DOFFING RD-R&B-R&M SERVICE	996.96
9-1280-431-00-123-972-0-433	PCT 3-51-0575-INSPIRATION RD-R&B-R&M SER	1,743.17
9-1280-431-00-123-973-0-433	PCT 3-51-0577-TWELVE MILE RD-R&B-R&M SER	1,979.95
9-1280-431-00-123-974-0-433	PCT 3-51-0578-TEXAN AVE-R&B-R&M SERVICES	2,768.76
9-1280-431-00-123-975-0-433	PCT 3-51-0579-IOWA AVE-R&B-R&M SERVICES	3,478.76
9-1280-431-00-123-976-0-433	PCT 3-51-0606-ELEVEN MILE RD-R&B-R&M SER	1,900.79
9-1280-431-00-123-977-0-433	PCT 3-51-0607-SIXTEEN MILE RD-R&B-R&M SE	829.40
9-1280-431-00-123-978-0-433	PCT 3-52-0609-NINE MILE RD-R&B-R&M SERVI	1,413.37
9-1280-431-00-123-979-0-433	PCT 3-52-0620-TWO MILE RD-R&B-R&M SERVIC	1,656.19
9-1280-431-00-123-980-0-433	PCT 3-53-0623-THIRTEEN MILE RD-R&B-R&M S	835.79
9-1280-431-00-123-981-0-433	PCT 3-53-0624-EIGHT MILE RD-R&B-R&M SERV	796.38
9-1280-431-00-123-982-0-433	PCT 3-53-0633-FOURTEEN MILE RD-R&B-R&M S	2,456.36
	TOTAL BUDGET INCREASE (DECREASE) IN FUND 1280	$ 67,156.16

REASON: To appropriate funding in the total amount of $67,156.16 into FEMA Reimbursed Projects for Pct 3 to cover a portion of road repair expenses incurred.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: July 8, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Various Precinct 4 - FEMA Reimbursements (1280)

ACCOUNT NUMBER: 9-1280-431-00-124-9XX-0-433

Contact: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2009
Appropriation

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).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-491-01-000-280-0-891	TRANSFERS OUT-DESIG PURP LVL 0	118,225.75
9-1280-391-01-000-100-0-000	TRANSFERS IN-GENERAL FUND	118,225.75
9-1280-431-00-124-950-0-433	PCT 4-39-0666-SUNNY LN-R&B-R&M SERVICES	314.74
9-1280-431-00-124-951-0-433	PCT 4-40-0692-HINOJOSA RD-R&B-R&M SERVIC	3,188.64
9-1280-431-00-124-952-0-433	PCT 4-48-0684-JESUS MARIA-R&B-R&M SERVIC	2,011.49
9-1280-431-00-124-953-0-433	PCT 4-49-0668-ANSLEY DR-R&B-R&M SERVICES	6,286.95
9-1280-431-00-124-954-0-433	PCT 4-49-0670-GRACE LN-R&B-R&M SERVICES	6,873.02
9-1280-431-00-124-955-0-433	PCT 4-49-0681-SABANITO RD-R&B-R&M SERVIC	1,347.17
9-1280-431-00-124-956-0-433	PCT 4-49-0683-BEAUMONT AVE-R&B-R&M SERVI	5,738.23
9-1280-431-00-124-957-0-433	PCT 4-49-0707-BUCK ST-R&B-R&M SERVICES	2,128.43
9-1280-431-00-124-958-0-433	PCT 4-50-0726-SABANITO DR-R&B-R&M SERVIC	8,507.23
9-1280-431-00-124-959-0-433	PCT 4-50-0746-G I RD-R&B-R&M SERVICES	6,332.77
9-1280-431-00-124-960-0-433	PCT 4-50-0750-HARMONY LN-R&B-R&M SERVICE	4,472.73
9-1280-431-00-124-961-0-433	PCT 4-53-0673-MILE 20 RD-R&B-R&M SERVICE	2,241.01
9-1280-431-00-124-962-0-433	PCT 4-53-0675-SAN MARCOS ST-R&B-R&M SERV	1,293.73
9-1280-431-00-124-963-0-433	PCT 4-53-0677-LEIGH ANN DR-R&B-R&M SERVI	3,356.57
9-1280-431-00-124-964-0-433	PCT 4-53-0682-FRANCHESCA AVE-R&B-R&M SER	4,175.19
9-1280-431-00-124-965-0-433	PCT 4-53-0695-KENYON-R&B-R&M SERVICES	2,265.88
9-1280-431-00-124-966-0-433	PCT 4-53-0744-ANGIE LN-R&B-R&M SERVICES	5,074.86
9-1280-431-00-124-967-0-433	PCT 4-53-0745-FILEGONA RD-R&B-R&M SERVIC	1,891.17
9-1280-431-00-124-968-0-433	PCT 4-53-0748-CESAR CHAVEZ RD-R&B-R&M SE	2,317.20
9-1280-431-00-124-969-0-433	PCT 4-55-0697-HOLLIS RD-R&B-R&M SERVICES	4,026.37
9-1280-431-00-124-970-0-433	PCT 4-55-0776-RODGER'S RD-R&B-R&M SERVICE	1,012.55
9-1280-431-00-124-971-0-433	PCT 4-57-0725-LAGUNA SCEA RD-R&B-R&M SER	3,813.33
9-1280-431-00-124-972-0-433	PCT 4-57-0751-TILMAN ST-R&B-R&M SERVICES	1,570.61
9-1280-431-00-124-973-0-433	PCT 4-57-0782-SHARP RD-R&B-R&M SERVICES	3,682.87
9-1280-431-00-124-974-0-433	PCT 4-57-0784-NORTH ALAMO RD-R&B-R&M SER	3,607.23
9-1280-431-00-124-975-0-433	PCT 4-57-0788-MILE 14 1/2 RD-R&B-R&M SER	3,730.02
9-1280-431-00-124-976-0-433	PCT 4-59-0789-TEX-MEX RD-R&B-R&M SERVICE	2,660.05
9-1280-431-00-124-977-0-433	PCT 4-63-0777-SUNFLOWER RD-R&B-R&M SERVI	7,485.33
9-1280-431-00-124-978-0-433	PCT 4-63-0780-BRUSHLINE RD-R&B-R&M SERVI	6,896.48
9-1280-431-00-124-979-0-433	PCT 4-63-0785-ROMAN CIRCLE-R&B-R&M SERVI	6,091.95
9-1280-431-00-124-980-0-433	PCT 4-63-0787-CURVE RD-R&B-R&M SERVICES	3,831.95
	TOTAL BUDGET INCREASE (DECREASE) IN FUND 1280	$ 118,225.75

REASON: To appropriate funding in the total amount of $118,822.75 into FEMA Reimbursed Projects for Pct 4 to cover a portion of road repair expenses incurred.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-16419 **20.B.3.**

Interfund transfer 1334 to 1315
CC REGULAR

Date: 07/14/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

CO Pct. #4 (1334) to TxDot Pct. #4 (1315):
Approval of 2009 interfund transfer within Pct. #4 from C.O. 2004 (1334) to TxDot (1315) in the amount of $60,000.00 to fund expenditures for the "I" Rd.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-431-00-124-035-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1334-431-00-124-035-0-731-->9-1315-431-00-124-023-0-711 $60,000.00
Funding available as of 7-8-09.

Attachments

Link: Interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 08:41 AM	APRV
2	Perla Lopez	Perla Lopez	07/09/2009 10:46 AM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Manuel Chapa — Started On: 07/08/2009 03:34 PM

Final Approval Date: 07/10/2009

DATE: July 8, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management
for TXDOT - PCT#4 "I" RD

2009
Transfer

AI#16419

ACCOUNT NUMBER: **9-1315-431-00-124-023-0-711**

CONTACT PERSON: Manuel Chapa **PHONE:** 292-7025 ext. 5760

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		
9-1334-431-00-124-035-0- 731	**CO,2004-PCT4 WALLACE (FM1925-FM490)-ROAD**	**(60,000.00)**
9-1334-491-01-000-315-0- 891	**Transfers Out**	**60,000.00**
TO		
9-1315-391-01-000-334-0- 000	**Transfers In**	**60,000.00**
9-1315-431-00-124-023-0- 711	**TXDOT-PCT4-"I" RD(OWASSA-US281)-ROW**	**60,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**60,000.00**

REASON: **Transfer to cover Order Awarding Fees to Special Commissioners Award of Special Commissioners: North "I" Road Project Phase II; Parcel-55 Hidalgo County, Texas vs Tomasa Ortiz ($46,490). $3,000 for payment to Special Comm. , and the remaining for expected legal fees.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-16365 **20.C.1.**

Appropriation - Notes Payable

CC REGULAR

Date:	07/14/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Notes Payable (1401):
Approval of 2009 appropriation of funds for Notes Payable - Other Debt Principal in the amount of $30,000.00 to cover expected expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1401-471-00-000-000-0-862

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

BUDGETARY IMPACT:

Funding available for appropriation from 1401 fund balance as of 7/07/09.

Attachments

Link: Notes Payable (1401) appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 08:18 AM	APRV
2	Ivan Cantu	Ivan Cantu	07/09/2009 09:13 AM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Perla Lopez — Started On: 07/07/2009 11:33 AM

Final Approval Date: 07/10/2009

DATE: July 14, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Notes Payable

AI - 16365

ACCOUNT NUMBER: 9-1401-471-00-000-000-0-862

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

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1401-471-00-000-000-0-862	Notes Payable - Other Debt Principal	$ 30,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**30,000.00**

REASON:
Appropriation of funds to cover expected expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16432 **20.C.2.**

2009 BA for Health Benefits (2201)

CC REGULAR

Date:	07/14/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Health Benefits (2201)
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Self-Funded Health Insurance (2201):
Approval of 2009 appropriation of funds for Health Benefits fund in the amount of $10,985.00 to pay a pending invoice from Alamo Insurance Group, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-2201-415-00-115-009-0-339

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

BUDGETARY IMPACT:

Appropriation in the amount of $10,985.00. Funding available for appropriation in unreserved fund balance as of 7/8/09.

Attachments

Link: 2009 BA for Health Benefits (2201)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 08:56 AM	APRV
2	Ivan Cantu	Ivan Cantu	07/09/2009 09:23 AM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Dale Kennan Started On: 07/08/2009 05:06 PM

Final Approval Date: 07/10/2009

DATE: July 8, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Health Benefits Division (2201)

ACCOUNT NUMBER: 9-2201-415-00-115-009-0-339

Contact: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2009
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-2201-415-00-115-009-0-339	DBM-HEALTH INS ADM-OTHER PROF SRV	10,985.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 10,985.00

REASON: To appropriate funding in the amount of $10,985.00 into DBM-HEALTH INS ADM-OTHER PROF SRV to cover a portion of the pending invoice from Alamo Insurance Group.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-16362 **20.D.1.**

Pct. #4 Drainage Improvement Project - creation of one (1) Director of Construction position

CC REGULAR

Date:	07/14/2009
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #4 Drainage Improvement Project (1204):
a. Approval to create one (1) regular full-time Director of Construction position, slot #0031 budgeted salary $48,500.00 per year.
b. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-036-0-XXX

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

BUDGETARY IMPACT:

All positions under the Drainage Improvement Project are currently funded on reimbursement basis from C.O.'s 2009.

Attachments

Link: PAR
Link: Fiscal Note
Link: revised salary schedule
Link: Job Description

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 02:56 PM	APRV
2	Sylvia Solis	Sylvia Solis	07/10/2009 01:06 PM	APRV
3	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Manuel Chapa — Started On: 07/07/2009 11:06 AM

Final Approval Date: 07/10/2009

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Comm. Pct No.4 – Drainage Improv. Proj. (124-036)

DATE:
7-7-09

CURRENT POSITION TITLE:
N/A

CURRENT SLOT. #:
N/A

REQUESTED POSITION TITLE:
(For new positions or reclassifications)
One (1) Director of Construction

Slot 031

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: **$** 0 (Current Budgeted Salary) $ 48,500.00 (Proposed Budgeted Salary) $ 48,500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

$ _____ Enter hourly rate for temp. positions

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	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

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

Position required for current Drainage Improvement Project.

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

Responsible for overseeing and managing the reconstruction and/or renovation of drainage improvement project.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, July 14, 2009 **Agenda Item:** 16362

Summary of request/proposal:
The Commissioner Pct No. 4 office is requesting to create one (1) regular full-time Director of Construction position slot no. 031 budgeted at $48,500.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1204	Director of Construction	0031	113	0.00	48,500.00	48,500.00
				0.00	48,500.00	48,500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1204-431-00-124-036-0	113	PCT.4 DRAIN IMPRV PRJ- REG F/T EMPLOYEES	$22,856.32
9-1204-431-00-124-036-0	211	PCT.4 DRAIN IMPRV PRJ- HEALTH INSURANCE	$1,962.34
9-1204-431-00-124-036-0	212	PCT.4 DRAIN IMPRV PRJ- LIFE INSURANCE	$12.72
9-1204-431-00-124-036-0	220	PCT.4 DRAIN IMPRV PRJ- FICA	$1,748.51
9-1204-431-00-124-036-0	230	PCT.4 DRAIN IMPRV PRJ- RETIREMENT	$2,061.64
9-1204-431-00-124-036-0	250	PCT.4 DRAIN IMPRV PRJ- UNEMPLOYMENT COMP	$114.28
9-1204-431-00-124-036-0	260	PCT.4 DRAIN IMPRV PRJ- WORKER'S COMP	$683.40
		2009 Budgetary Impact	$29,439.21

2010 Budgetary Impact: $62,468.60

Possible Funding Sources: **REIMBURSEMENT FROM C.O., 2009**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1204-431-00-124-036-0-

AI - 16362

PCT. 4 DRAINAGE IMPROVEMENT PROJECT

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	DIRECTOR OF OPERATIONS	48,500.00	0.00	48,500.00	0.05	2,425.00	9,075.00	60,000.00	60,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00
0002	113	ASSISTANT DIRECTOR OF CONSTRUCTION	45,000.00	0.00	45,000.00	0.05	2,250.00	0.00	47,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0003	113	EXCAVATOR - HEAVY EQUIPMENT OPERAT	38,500.00	0.00	38,500.00	0.05	1,925.00	0.00	40,425.00	40,425.00	0.00	0.00	0.00	0.00	0.00	40,425.00
0004	113	EXCAVATOR - HEAVY EQUIPMENT OPERAT	38,500.00	0.00	38,500.00	0.05	1,925.00	0.00	40,425.00	40,425.00	0.00	0.00	0.00	0.00	0.00	40,425.00
0005	113	BACKHOE - HEAVY EQUIPMENT OPERATOR	29,500.00	0.00	29,500.00	0.05	1,475.00	525.00	31,500.00	31,500.00	0.00	0.00	0.00	0.00	0.00	31,500.00
0006	113	BACKHOE - HEAVY EQUIPMENT OPERATOR	29,500.00	0.00	29,500.00	0.05	1,475.00	525.00	31,500.00	31,500.00	0.00	0.00	0.00	0.00	0.00	31,500.00
0007	113	BULLDOZER - HEAVY EQUIPMENT OPERAT	29,500.00	0.00	29,500.00	0.05	1,475.00	525.00	31,500.00	31,500.00	0.00	0.00	0.00	0.00	0.00	31,500.00
0008	113	PIPE LAYER/FITTER	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0009	113	PIPE LAYER/FITTER	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0010	113	LABORER - DRAINAGE/CONSTRUCTION	20,000.00	0.00	20,000.00	0.05	1,000.00	1,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0011	113	LABORER - DRAINAGE/CONSTRUCTION	20,000.00	0.00	20,000.00	0.05	1,000.00	1,000.00	22,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0014	113	CONSTRUCTION MANAGER	42,500.00	0.00	42,500.00	0.05	2,125.00	0.00	44,625.00	44,625.00	0.00	0.00	0.00	0.00	0.00	44,625.00
0015	113	EXCAVATOR/HEAVY EQUIPMENT OPERATO	0.00	42,425.00	42,425.00	0	0.00	0.00	42,425.00	42,425.00	0.00	0.00	0.00	0.00	0.00	42,425.00
0016	113	EXCAVATOR/HEAVY EQUIPMENT OPERATO	0.00	42,425.00	42,425.00	0	0.00	0.00	42,425.00	42,425.00	0.00	0.00	0.00	0.00	0.00	42,425.00
0017	113	EXCAVATOR/HEAVY EQUIPMENT OPERATO	0.00	42,425.00	42,425.00	0	0.00	0.00	42,425.00	42,425.00	0.00	0.00	0.00	0.00	0.00	42,425.00
0018	113	TRUCK DRIVER III	0.00	29,615.00	29,615.00	0	0.00	0.00	29,615.00	29,615.00	0.00	0.00	0.00	0.00	0.00	29,615.00
0019	113	TRUCK DRIVER III	0.00	29,615.00	29,615.00	0	0.00	0.00	29,615.00	29,615.00	0.00	0.00	0.00	0.00	0.00	29,615.00
0020	113	TRUCK DRIVER III	0.00	29,615.00	29,615.00	0	0.00	0.00	29,615.00	29,615.00	0.00	0.00	0.00	0.00	0.00	29,615.00
0021	113	TRUCK DRIVER III	0.00	29,615.00	29,615.00	0	0.00	0.00	29,615.00	29,615.00	0.00	0.00	0.00	0.00	0.00	29,615.00
0022	113	TRUCK DRIVER III	0.00	29,615.00	29,615.00	0	0.00	0.00	29,615.00	29,615.00	0.00	0.00	0.00	0.00	0.00	29,615.00
0023	113	TRUCK DRIVER III	0.00	29,615.00	29,615.00	0	0.00	0.00	29,615.00	29,615.00	0.00	0.00	0.00	0.00	0.00	29,615.00
0024	113	ENGINEERING TECHNICIAN II	0.00	39,083.00	39,083.00	0	0.00	0.00	39,083.00	39,083.00	0.00	0.00	0.00	0.00	0.00	39,083.00
0025	113	TRUCK DRIVER III	0.00	29,615.00	29,615.00	0	0.00	0.00	29,615.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0026	113	TRUCK DRIVER III	0.00	29,615.00	29,615.00	0	0.00	0.00	29,615.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0027	113	TRUCK DRIVER III	0.00	29,615.00	29,615.00	0	0.00	0.00	29,615.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0028	113	TRUCK DRIVER III	0.00	29,615.00	29,615.00	0	0.00	0.00	29,615.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0029	113	TRUCK DRIVER III	0.00	29,615.00	29,615.00	0	0.00	0.00	29,615.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0030	113	TRUCK DRIVER III	0.00	29,615.00	29,615.00	0	0.00	0.00	29,615.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0031	**113**	**DIRECTOR OF CONSTRUCTION**	**0.00**	**48,500.00**	**48,500.00**	**0**	**0.00**	**0.00**	**48,500.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			391,500.00	570,238.00	961,738.00		19,575.00	14,150.00	995,463.00	700,023.00	0.00	0.00	0.00	0.00	0.00	700,023.00

APPROVAL TO CREATE ONE (1) REGULAR FULLTIME DIRECTOR OF CONSTRUCTION POSITION, SLOT NO. 0031, BUDGETED SALARY $48,500.00. PENDING CC APPROVAL.

HIDALGO COUNTY

Precinct 4 – Drainage Improvement Project

OLD

JOB TITLE: DIRECTOR OF CONSTRUCTION **FLSA STATUS:** NON-EXEMPT

DEPARTMENT: 124 **CIVIL SERVICES STATUS:** EXEMPT

GENERAL JOB DESCRIPTION:

Under the supervision of the County Commissioner or other designated supervisor, the Director of Construction is responsible for overseeing and managing the reconstruction and/or renovation of storm drainage systems, to include coordinating, scheduling, and supervising construction projects.

The position of Director of Construction is appointed by and serves at the will of the County Commissioner.

EXAMPLES OF WORK PERFORMED:

1. Schedules, establishes work priorities, and coordinates drainage maintenance and construction projects
2. Directs through subordinate supervisors, such activities as constructing, repairing, and/or replacing storm and water drainage systems
3. Oversees the repairing and cleaning of drainage wells, storm water lift stations, alum injection systems, and/or open drainage systems
4. Reviews plans and specifications relating to storm sewer, ditch and retention/detention pond maintenance, construction and/or their reconstruction to determine manpower requirements, and cost of equipment and personnel needed to construct and/or maintain projects
5. Estimates costs and recommends modifications as needed using knowledge of construction principles and regulations pertinent to ditch maintenance operations
6. Researches drain records to obtain information about drainage ditches such as location of easements, drain maintenance work performed, and past or present problems.
7. Inspects drainage construction projects in progress to ensure compliance with plans and specifications
8. Checks such items as proper grade, placement of pipes, materials used, soil type, joints, and constructed ditch maintenance activities
9. Oversees all clearing and grubbing activities including the removal and disposition of roots, stumps, stubs, logs, and other timber occurring within the grubbing limits
10. Perform other related duties as assigned

Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.

Knowledge, Skills, and Abilities:

Knowledge of drainage system design, construction, and/or maintenance practices and standards including construction equipment and materials, pertinent codes, statutes, regulations, and laws affecting assigned projects
Ability to effectively supervise the work of others, establish and maintain effective working relationships with other supervisory staff, employees, outside agencies, and the general public
Skill in negotiation of critical and controversial issues with engineers, regulatory agencies, and/or other governmental agencies

Minimum Qualifications:

A four (4) year college degree from an accredited university or college in construction management or related field and four (4) years of experience in the planning, design, and maintenance of drainage systems is desired. Experience and education may be substituted for one another. Substantial experience can be substituted for the required college education.

Certificates, Licenses, Registrations:

1. Employee must possess a valid Texas Motor Vehicle Operators License.
2. Employee must be able to be insured by the County's insurance carrier.

Physical Demands and Work Environment:

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

- Exposure to dirt, fumes, toxic materials, extreme temperatures, noise, vibrations and high work places
- Pushing, pulling, or lifting equipment or supplies used in surveying and inspecting construction weighing up to 50 lbs
- Sitting for extended periods of time
- Stooping, twisting, or crouching for performance of inspections, surveying and monitoring construction projects
- Required to follow all County and Precinct safety policies and procedures

Other Requirements:
Regular attendance is essential. Incumbent must arrive at work on time, prepared to perform assigned duties and work assigned schedule. Incumbent must have the ability to work well with others. Incumbent must be able to perform the essential functions of the position without posing a direct threat to the health and safety of themselves and others. Requested accommodations to work hours and schedules are considered on an individual basis.

AI-16450 **20.D.2.**

Deletion of vacant HR Coordinator position

CC REGULAR

Date:	07/14/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Pct. No. 1
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Pct. #1 R&B (1201):
a. Approval to delete one (1) vacant regular full-time Human Resources Coordinator position, slot no. 003 budgeted salary $63,336.00 per year.
b. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

No funding required for deletion of position.

Attachments

Link: Revised Salary Schedule
Link: Job description
Link: PAR
Link: Fiscal Note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	07/10/2009 01:37 PM	APRV
2	Budget & Management	Erika Zamora	07/10/2009 01:42 PM	APRV
3	Sylvia Solis	Sylvia Solis	07/10/2009 04:02 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Rosie Cantu Started On: 07/09/2009 04:00 PM

Final Approval Date: 07/10/2009

COMMISSIONER COURT
2009 SALARY SCHEDULE

1201-431-00-121-005-0-

PCT.1 P/U RD

AI - 16450

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$80,340.00	$0.00	$80,340.00	0.05	$4,017.00	$0.00	$84,357.00	$84,357.00	$0.00	$0.00	$0.00	$0.00	$0.00	$84,357.00
0002	113	BUDGET MANAGER	$67,600.00	$0.00	$67,600.00	0.05	$3,380.00	$0.00	$70,980.00	$70,980.00	$540.00	$0.00	$0.00	$0.00	$0.00	$71,520.00
		DELETE														
~~0003~~	~~113~~	~~HUMAN RESOURCES COORDINATOR~~	~~$60,320.00~~	~~$0.00~~	~~$60,320.00~~	~~0.05~~	~~$3,016.00~~	~~$0.00~~	~~$63,336.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0005	113	RIGHT OF WAY DIRECTOR	$47,731.00	$0.00	$47,731.00	0.05	$2,387.00	$0.00	$50,118.00	$50,118.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,118.00
0006	113	INVENTORY COORDINATOR	$46,800.00	$0.00	$46,800.00	0.05	$2,340.00	$0.00	$49,140.00	$49,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49,140.00
0007	113	ACCOUNTANT	$46,800.00	$0.00	$46,800.00	0.05	$2,340.00	$0.00	$49,140.00	$49,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49,140.00
0009	113	COORDINATOR	$42,385.00	$0.00	$42,385.00	0.05	$2,119.25	$0.00	$44,504.25	$44,504.00	$360.00	$0.00	$0.00	$0.00	$0.00	$44,864.00
0010	113	SAFETY DIRECTOR	$40,676.00	$0.00	$40,676.00	0.05	$2,034.00	$0.00	$42,710.00	$42,710.00	$540.00	$0.00	$0.00	$0.00	$0.00	$43,250.00
0011	113	ASSISTANT FIELD/OPERATIONS DIRECTION	$37,681.00	$0.00	$37,681.00	0.05	$1,884.00	$0.00	$39,565.00	$39,565.00	$420.00	$0.00	$0.00	$0.00	$0.00	$39,985.00
0012	113	SPECIAL PROJECTS COORDINATOR	$37,450.00	$0.00	$37,450.00	0.05	$1,872.00	$0.00	$39,322.00	$39,322.00	$540.00	$0.00	$0.00	$0.00	$0.00	$39,862.00
0013	113	PAVING SUPERVISOR	$36,284.00	$0.00	$36,284.00	0.05	$1,814.00	$0.00	$38,098.00	$38,098.00	$960.00	$0.00	$0.00	$0.00	$0.00	$39,058.00
0014	113	SAFETY COORDINATOR	$36,284.00	$0.00	$36,284.00	0.05	$1,814.00	$0.00	$38,098.00	$38,098.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,098.00
0018	113	MAINTENANCE III	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$34,167.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$35,307.00
0019	113	TRUCK DRIVER I	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$34,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,167.00
0020	113	HEAVY EQUIPMENT OPERATOR III	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$34,167.00	$780.00	$0.00	$0.00	$0.00	$0.00	$34,947.00
0021	113	MAINTENANCE III	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$33,937.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,937.00
0022	113	HEAVY EQUIPMENT OPERATOR I	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$34,167.00	$900.00	$0.00	$0.00	$0.00	$0.00	$35,067.00
0023	113	MAINTENANCE III	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$34,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,167.00
0024	113	MAINTENANCE II	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$25,562.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,562.00
0025	113	MAINTENANCE III	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0027	113	GRANTS SPECIALIST	$32,321.00	$0.00	$32,321.00	0.05	$1,616.00	$0.00	$33,937.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0028	113	TRAFFIC CONTROL SPECIALIST I	$32,018.00	$0.00	$32,018.00	0.05	$1,601.00	$0.00	$33,619.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0029	113	MECHANIC II	$31,027.00	$0.00	$31,027.00	0.05	$1,551.35	$0.00	$32,578.35	$32,578.00	$360.00	$0.00	$0.00	$0.00	$0.00	$32,938.00
0030	113	HEAVY EQUIPMENT OPERATOR II	$30,258.00	$0.00	$30,258.00	0.05	$1,513.00	$0.00	$31,771.00	$31,771.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$33,091.00
0031	113	MAINTENANCE III	$29,190.00	$0.00	$29,190.00	0.05	$1,459.50	$540.50	$31,190.00	$31,190.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,190.00
0033	113	CLERK/RECEPTIONIST	$28,016.00	$0.00	$28,016.00	0.05	$1,401.00	$599.00	$30,016.00	$30,016.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,016.00
0034	113	MECHANIC I	$28,016.00	$0.00	$28,016.00	0.05	$1,401.00	$599.00	$30,016.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	HEAVY EQUIPMENT OPERATOR III	$27,857.00	$0.00	$27,857.00	0.05	$1,393.00	$607.00	$29,857.00	$29,857.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$31,237.00
0036	113	HEAVY EQUIPMENT OPERATOR II	$27,852.00	$0.00	$27,852.00	0.05	$1,393.00	$607.00	$29,852.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0037	113	MAINTENANCE II	$27,852.00	$0.00	$27,852.00	0.05	$1,392.60	$607.40	$29,852.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
0038	113	HEAVY EQUIPMENT OPERATOR II	$27,852.00	$0.00	$27,852.00	0.05	$1,393.00	$607.00	$29,852.00	$29,852.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,852.00
0039	113	TRUCK DRIVER III	$27,031.00	$0.00	$27,031.00	0.05	$1,351.55	$648.45	$29,031.00	$29,031.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,031.00
0040	113	MAINTENANCE I	$26,807.00	$0.00	$26,807.00	0.05	$1,340.00	$660.00	$28,807.00	$21,635.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,635.00

COMMISSIONER COURT
2009 SALARY SCHEDULE

1201-431-00-121-005-0-

PCT.1 P/U RD

AI - 16450

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	
0041	113	TRUCK DRIVER III	$26,026.00	$0.00	$26,026.00	0.05	$1,301.00	$699.00	$28,026.00	$28,026.00	$840.00	$0.00	$0.00	$0.00	$0.00	$28,866.00
0042	113	MAINTENANCE II	$25,562.00	$0.00	$25,562.00	0.05	$1,278.10	$721.90	$27,562.00	$27,562.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,562.00
0043	113	TRUCK DRIVER III	$25,562.00	$0.00	$25,562.00	0.05	$1,278.00	$722.00	$27,562.00	$27,562.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,562.00
0044	113	TRUCK DRIVER I	$24,607.00	$0.00	$24,607.00	0.05	$1,230.00	$770.00	$26,607.00	$24,607.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,607.00
0045	113	HEAVY EQIPMENT OPERATOR III	$24,607.00	$0.00	$24,607.00	0.05	$1,230.35	$769.65	$26,607.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
0046	113	HEAVY EQUIPMENT OPERATOR I	$24,334.00	$0.00	$24,334.00	0.05	$1,217.00	$783.00	$26,334.00	$26,334.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,814.00
0047	113	TRUCK DRIVER III	$24,334.00	$0.00	$24,334.00	0.05	$1,216.70	$783.30	$26,334.00	$26,334.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,334.00
0048	113	TRUCK DRIVER III	$24,000.00	$0.00	$24,000.00	0.05	$1,200.00	$800.00	$26,000.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
0049	113	TRUCK DRVER III	$24,000.00	$0.00	$24,000.00	0.05	$1,200.00	$800.00	$26,000.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
0050	113	TRUCK DRIVER III	$24,000.00	$0.00	$24,000.00	0.05	$1,200.00	$800.00	$26,000.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
0051	113	HEAVY EQUIPMENT OPERATOR I	$23,483.00	$0.00	$23,483.00	0.05	$1,174.00	$826.00	$25,483.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0052	113	MAINTENANCE I	$23,236.00	$0.00	$23,236.00	0.05	$1,161.80	$838.20	$25,236.00	$25,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,236.00
0053	113	MAINTENANCE I	$23,236.00	$0.00	$23,236.00	0.05	$1,162.00	$838.00	$25,236.00	$21,635.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,635.00
0054	113	HEAVY EQUIPMENT OPERATOR I	$23,033.00	$0.00	$23,033.00	0.05	$1,152.00	$848.00	$25,033.00	$25,033.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,033.00
0055	113	DATA ENTRY CLERK	$21,988.00	$0.00	$21,988.00	0.05	$1,099.40	$900.60	$23,988.00	$23,988.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,988.00
0056	113	HEAVY EQUIPMENT OPERATOR III	$21,985.00	$0.00	$21,985.00	0.05	$1,099.25	$900.75	$23,985.00	$23,985.00	$420.00	$0.00	$0.00	$0.00	$0.00	$24,405.00
0057	113	MAINTENANCE I	$21,635.00	$0.00	$21,635.00	0.05	$1,082.00	$918.00	$23,635.00	$21,635.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,635.00
0058	113	MAINTENANCE I	$21,635.00	$0.00	$21,635.00	0.05	$1,081.75	$918.25	$23,635.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
0061	113	ADMINISTRATIVE ASSISTANT	$48,256.00	$0.00	$48,256.00	0.05	$2,413.00	$0.00	$50,669.00	$50,669.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,669.00
0071	113	COMMUNITY LIAISON	$42,000.00	$0.00	$42,000.00	0.05	$2,100.00	$0.00	$44,100.00	$44,100.00	$300.00	$0.00	$0.00	$0.00	$0.00	$44,400.00
0072	113	DIRECTOR OF OPERATIONS	$65,265.00	$0.00	$65,265.00	0.05	$3,263.25	$0.00	$68,528.25	$68,528.00	$0.00	$0.00	$0.00	$0.00	$0.00	$68,528.00
0073	113	MAINTENANCE III	$32,000.00	$0.00	$32,000.00	0.05	$1,600.00	$0.00	$33,600.00	$33,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,600.00
0074	113	TIRE REPAIR/MAINTENANCE	$22,000.00	$0.00	$22,000.00	0.05	$1,100.00	$900.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0076	113	CONTRACTS MANAGER	$42,000.00	$0.00	$42,000.00	0.05	$2,100.00	$0.00	$44,100.00	$44,100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,100.00
0077	113	MECHANIC III	$37,440.00	$0.00	$37,440.00	0.05	$1,872.00	$0.00	$39,312.00	$39,312.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,312.00
0078	113	DIESEL MECHANIC	$40,000.00	$0.00	$40,000.00	0.05	$2,000.00	$0.00	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0079	113	GENERAL FOREMAN	$0.00	$50,000.00	$50,000.00	0	$0.00	$8,000.00	$58,000.00	$58,000.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$59,140.00
0080	113	MATERIAL MANAGEMENT MANAGER	$0.00	$40,000.00	$40,000.00	0	$0.00	$0.00	$40,000.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,000.00
0081	113	CALL CENTER MANAGER	$0.00	$55,000.00	$55,000.00	0	$0.00	$0.00	$55,000.00	$55,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,000.00
0082	113	HUMAN RESOURCES MANAGER	$0.00	$65,000.00	$65,000.00	0	$0.00	$0.00	$65,000.00	$65,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,000.00
0083	113	FIELD OPERATIONS DIRECTOR	$0.00	$65,000.00	$65,000.00	0	$0.00	$0.00	$65,000.00	$65,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,000.00
0084	113	TRAFFIC SAFETY SPECIALIST III	$0.00	$44,100.00	$44,100.00	0	$0.00	$0.00	$44,100.00	$44,100.00	$660.00	$0.00	$0.00	$0.00	$0.00	$44,760.00
0085	113	EXECUTIVE ASSISTANT	$0.00	$59,568.00	$59,568.00	0	$0.00	$0.00	$59,568.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	$1,912,672.00	$378,668.00	$2,291,340.00		$95,634.85	$29,012.00	$2,415,986.85	$2,065,642.00	$13,080.00	$0.00	$0.00	$0.00	$0.00	$2,084,722.00

COMMISSIONER COURT
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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	

Approval to delete one (1) vacant regular full-time Human Resources Coordinator position, slot no. 003 budgeted salary $63,336.00 per year pending CC approval.

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

(1)

Job Title: Human Resources Coordinator **FLSA Status:** Non-Exempt

Dept No: 121-124 **Civil Service Status:** Exempt

SUMMARY:
This is a responsible, managerial, professional, and administrative work in developing and directing the diverse programs, activities, and staff of Hidalgo County and Precinct One, both directly and through subordinate managers and supervisors. The individual will oversee the department's labor relations, employment and benefits, employee assistance, classification and compensation, organizational development and training, and occupational accommodations. This work is characterized by considerable judgment and discretion in planning, coordinating, and implementing human resource programs. Work is performed under the general direction of the Hidalgo County Commissioner, Precinct One, and within Hidalgo County Civil Service Policy parameters.

ESSENTIAL DUTIES AND RESPONSIBILITES:

- Develop, manage, coordinate, integrate, and evaluate diverse Human Resource Department Programs, functions, and services. Direct operating units engaged in the development, negotiation, and administration of labor agreements; the recruitment, screening, selection, and orientation of Precinct employees and the administration of specified benefits; provision of professional assistance to employees and family members for related wellness and personal issues; consultation and training related to organizational development and quality initiative efforts.
- Provide for Human Resource Program development, relevant policies, and their implementation consistent with organizational objectives and governing federal, state, and local laws (and ordinances).
- Establish and monitor performance objectives and prioritizes the department's work plan and resources.
- Provide direction, leadership, information, and recommendations to staff on diverse programs, projects, and improvements to services/procedures. Facilitate the accomplishment of multi-faceted and diverse departmental assignments. Perform related management functions in the areas of personnel, affirmative action, labor relations, etc.
- Provide high-level professional expertise and consultation to managers and staff in the analysis and resolution of complex human resource issues, and the formulation of responsive long-term strategies.
- Consults legal counsel to ensure that policies comply with federal and state law.
- Develops and maintains a human resource system in the department that meets top management information needs, including Civil Service documentation, employee profiles, evaluation and performance records, and other pertinent personnel information.
- Oversees the analysis, maintenance, and communication of records required by law or local governing bodies, or other departments in the organization.

- Writes and delivers presentations to departmental employees regarding human resources policies and practices.
- Provide expertise and consultation to staff members, the department head and committees.
- Perform related work as required.

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
- Bachelors degree from an accredited university in Human Resource Management, Industrial Relations, Public Administration, or a related field or at least five years of responsible managerial experience in directing comparable integrated Human Resource Department programs and activities to include labor relations, employment, organizational development and training, and compensation and benefits. Other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills, and abilities necessary to perform the duties of this position will also be considered.

CERTIFICATES, LICENSES, REGISTRATIONS
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES
- Thorough knowledge of the theories, principles, and practices of Human Resource management, including labor relations, recruitment, and selection, organizational development and training, compensation, affirmative action, worker's compensation, safety, benefits, etc.
- Ability to effectively manage the programs, functions, activities, and staff of a Human Resource Department.
- Ability to establish and implement strategies and programs for meeting departmental objectives.
- Ability to provide high-level expertise on a wide variety of human resource issues.
- Ability to communicate effectively both orally and in writing.
- Ability to develop and maintain effective working relationships.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to

finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 121-005 **DATE:** 07/10/09

CURRENT POSITION TITLE: HUMAN RESOURCES COORDINATOR **CURRENT SLOT. #:** 0003

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: **$** 63,336.00 (Current Budgeted Salary) **$** -0- (Proposed Budgeted Salary) **$** (63,336.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other NO FUNDING REQUIRED, HR COORDINATOR POSITION REQUESTED TO BE DELETED

POSITION Type:

Full Time Employee Object 113 ✔ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:
Exempt ✔
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ✔

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, July 14, 2009 **Agenda Item:** 16450

Summary of request/proposal:
The Commissioner Precinct No. 1 R&B department is requesting approval to delete one (1) vacant regular full-time Human Resources Coordinator position, slot no. 003 budgeted salary $63,336.00 per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1201	HR Coordinator	0003	113	63,336.00	0.00	-63,336.00
				63,336.00	0.00	-63,336.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1201-431-00-121-005-0-	113	PCT.1 P/U RD-	REG F/T EMPLOYEES	($29,848.00)
1201-431-00-121-005-0-	211	PCT.1 P/U RD-	HEALTH INSURANCE	($1,962.34)
1201-431-00-121-005-0-	212	PCT.1 P/U RD-	LIFE INSURANCE	($12.72)
1201-431-00-121-005-0-	220	PCT.1 P/U RD-	FICA	($2,283.37)
1201-431-00-121-005-0-	230	PCT.1 P/U RD-	RETIREMENT	($2,692.29)
1201-431-00-121-005-0-	250	PCT.1 P/U RD-	UNEMPLOYMENT COMP	($149.24)
1201-431-00-121-005-0-	260	PCT.1 P/U RD-	WORKER'S COMP	($59.70)
			2009 Budgetary Impact	($37,007.66)

2010 Budgetary Impact: **($70,146.46)**

Possible Funding Sources: **NO FUNDING REQUIRED FOR DELETION OF POSIT.**

Budget Office Recommendation:

AI-16456 **21.A.4.**

Approval to award - Fiberglass Manholes

CC REGULAR

Date:	07/14/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval to award the (sole) bid received and meeting all specifications and requirements with approval of contract for the request for bids for: "Fiberglass Manholes for Hidalgo County"-Bid #2009-026.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Available balance as of 7-10-09 in Object codes 673 & 731 $96,233.94 & 136,892.14 respectively.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Available balance as of 7-10-09 in Object codes 673 & 731 $63,933.74 & 4,030.91 respectively

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Available balance as of 7-10-09 in Object codes 673 & 731 $86,906.15 & 85,566.76 respectively.

Attachments

Link: Tab Sheet

Link: Contract

Link: Participation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/10/2009 11:18 AM	APRV
2	Budget & Management	Erika Zamora	07/10/2009 01:09 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/10/2009 02:46 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Gricelda Villarreal Started On: 07/10/2009 09:18 AM

Final Approval Date: 07/10/2009

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

FROM: Cris Villarreal, Buyer II CV.
Hidalgo County Purchasing Department

DATE: May 27, 2009

RE. RFB- "Fiberglass Manholes for Hidalgo County "

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

PCT 1 Does not use these

Enclosed for your review, comments and recommendation, please find a copy of the tabulation sheet for the sole bid received regarding the above reference project.

Please make any recommendations including budget information as soon as possible in order to place on the next Commissioner's Court meeting.

If you have any questions, please call me at 318-2626.

APPROVE ☐ DISAPPROVE ☐

FUNDS AVAILABILITY: _____Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: N/A PRECINCT NO: 1

Noe M. Fg Noe Montes 6/16/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

FEB-27-2002 18:43 FROM: TO:956 318 2629 P.1/3

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer II CV.
Hidalgo County Purchasing Department

DATE: May 27, 2009

RE: RFB- "Fiberglass Manholes for Hidalgo County "

Enclosed for your review, comments and recommendation, please find a copy of the tabulation sheet for the sole bid received regarding the above reference project.

Please make any recommendations including budget information as soon as possible in order to place on the next Commissioner's Court meeting.

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes ____ No ____ Other (specify)____

BUDGET ACCOUNT #: 9-1203-431-00-123-0350 PRECINCT NO: 3

Joe M Flores 6/2/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

Total of 2 Pages

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer II CV.
Hidalgo County Purchasing Department

DATE: May 27, 2009

RE: RFB- "Fiberglass Manholes for Hidalgo County"

Enclosed for your review, comments and recommendation, please find a copy of the tabulation sheet for the sole bid received regarding the above reference project.

Please make any recommendations including budget information as soon as possible in order to place on the next Commissioner's Court meeting.

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes ____ No ____ Other (specify)____

BUDGET ACCOUNT #: 9-1204-431-00-124-0070-623 PRECINCT NO: 4

Oscar L. Garza Jr. 5-29-09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

Total of 7 pages

HIDALGO COUNTY

"Fiberglass Manholes"
RFB No.:09-026-05-13-CGV

BID TABULATION SHEET

1. All bid prices for items shall take into consideration shipping/handling and delivery costs.
2. Items must be available in the following diameters, including but not limited to the following:

Name of Participant:			**Ferguson Waterworks**			
Size	42" diameter	48" diameter	54" diameter	60" diameter	72" diameter	~~92~~" diameter 84"
3'	$ 1,032.49	$ 1,048.04	$ 1,179.15	$ 1,204.71	$ 1,379.15	$ 2,826.93
4'	$ 1,113.60	$ 1,141.37	$ 1,509.15	$ 2,404.11	$ 1,683.60	$ 3,182.49
5'	$ 1,192.49	$ 1,230.26	$ 1,604.71	$ 1,670.26	$ 1,902.49	$ 3,538.04
6'	$ 1,311.37	$ 1,323.60	$ 1,700.26	$ 1,784.71	$ 2,144.71	$ 3,893.60
7'	$ 1,395.82	$ 1,415.82	$ 1,790.00	$ 1,899.15	$ 2,420.26	$ 4,249.71
8'	$ 1,479.15	$ 1,504.71	$ 1,891.37	$ 2,120.26	$ 2,593.60	$ 4,604.71
9'	$ 1,562.49	$ 1,598.04	$ 1,988.04	$ 2,29915	$ 2,916.93	$ 4,960.21
10'	$ 1,648.04	$ 1,685.82	$ 2,083.60	$ 2,534.71	$ 3,099.15	$ 5,438.04
11'	$ 1,795.82	$ 1,774.71	$ 2,179.15	$ 2,718.04	$ 3,284.71	$ 5,871.37
12'	$ 1,962.49	$ 1,862.49	$ 2,274.71	$ 2,941.37	$ 3,469.15	$ 6,284.71
13'	$ 2,055.82	$ 1,973.60	$ 2,370.26	$ 3,144.71	$ 3,652.49	$ 6,708.04
14'	$ 2,149.15	$ 2,045.82	$ 2,466.93	$ 3,289.15	$ 3,836.93	$ 7,131.37
15'	$ 2,243.60	$ 2,126.93	$ 2,562.49	$ 3,548.04	$ 4,021.37	$ 7,554.71
16'	$ 2,336.93	$ 2,201.37	$ 2,659.15	$ 3,696.93	$ 4,203.60	$ 7,978.04
17'	$ 2,430.26	$ 2,309.15	$ 2,753.60	$ 3,848.04	$ 4,389.15	$ 8,401.37
18'	$ 2,521.37	$ 2,409.15	$ 2,850.26	$ 3,999.15	$ 4,572.49	$ 8,824.71
19'	$ 2,615.82	$ 2,496.93	$ 2,945.82	$ 4,148.04	$ 4,755.82	$ 9,248.04
20'	$ 2,706.93	$ 2,569.15	$ 3,040.26	$ 4,298.04	$ 4,940.26	$ 9,675.82
21'	$ 2,788.16	$ 2,672.49	$ 3,165.82	$ 4,579.15	$ 5,268.04	$ 9,980.26
22'	$ 2,895.82	$ 2,773.60	$ 3,291.37	$ 4,771.37	$ 5,493.60	$10,522.49
23'	$ 2,990.26	$ 2,877.00	$ 3,416.93	$ 5,008.04	$ 5,170.26	$10,945.82
24'	$ 3 084.71	$ 2,978.04	$ 3,542.49	$ 5,244.71	$ 6,046.93	$11,369.15
25'	$ 3,179.15	$ 3,080.26	$ 3,668.04	$ 5,481.37	$ 6,323.60	$11,792.49
***A**	$ 584.21	$ 748.42	$ 960.00	$ 1,240.00	$ 1,737.89	$ 2,620.00

3. Is custom manhole fabrication with PVC stubouts/bottoms/bench and inverts and 12" high manhole cone neck extensions available? **Yes** **$ See *A**
4. All purchases will be on an "As Needed Basis", there are no set quantities to be purchase.

REQUIREMENTS AGREEMENT
C-09-026-07-14

THIS AGREEMENT (the "Agreement") is entered into effective as of **July 14, 2009** and between **Ferguson Waterworks, Inc.** "("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County **"FIBERGLASS MANHOLES,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "RFB Packet") for a period one (1) year; and

WHEREAS, Seller has submitted a bid to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Fiberglass Manholes"** in the areas of **HIDALGO COUNTY** projects for a period of **one(1) year** from **July 14, 2009** to **July 13, 2010** with the option to renew for an additional one (1) year under the same rates, terms, and conditions, and /or sixty (60) day grace period extension at the end of the contract for unforeseen delays on subsequent contract, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B" (the "Vendors Bid"). Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Ferguson Waterworks
Attn: Juan Ortega, Branch Manager
PO Box 4080
McAllen, Texas 78502

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and

shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON,_____.

APPROVED AS TO FORM:
Atlas & Hall, LLP
By:_____

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor: **Ferguson Waterworks**
By:_____
Printed Name:_____
Title:_____

EXHIBIT "A"

RFB PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

April 27, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"FIBERGLASS MANHOLES"**
Bid No: 09-026-05-13CGV

Dear Respondent:

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/cgv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY
"FIBERGLASS MANHOLES"

RFB NO: 09-026-05-13CGV

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 __4__ 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" Conflict of Interest Questionnaire (CIQ), consisting of __1__ page.
   (Copy of recorded receipt and this form must be submitted with bid)
7. Vendor/Bidder Application and W-9 form(s) consisting of __6__ pages.
   (Must be submitted with bid)
8. Certification Regarding Debarment, consisting of __1__ pages.
   (Must be submitted with bid)
9. Draft Requirements Agreement, consisting of __4__ pages

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

April 27, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No:2009-026-05-13-CGV	Buyer: Gricelda (Cris) Villarreal	Tel. No: (956) 318-2626 ext 4867

REQUEST FOR BIDS

HIDALGO COUNTY
"FIBERGLASS MANHOLES"

BID OPENING DATE:

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–FIBERGLASS MANHOLES"** 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 and or/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.: 2009-026-05-13-CGV- HIDALGO COUNTY-FIBERGLASS MANHOLES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM 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.-2009-026-05-13-CGV-HIDALGO COUNTY–FIBERGLASS MANHOLES ".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in

its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. ~~Costs are to be net F.O.B., County Prepaid.~~

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If Applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY-FIBERGLASS MANHOLES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

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

17. Schedule of Events

Bid Opening, 9:30 A.M.	**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 hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to

cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY

"FIBERGLASS MANHOLES"

BID NO.: 2009-026-05-13-CGV

To: Martha L. Salazar, CPPB, Purchasing Agent
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"

Hidalgo County

"Fiberglass Manholes"

Bid No.:09-026-05-13-CGV

GENERAL REQUIREMENTS

1. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

2. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "**Fiberglass Manholes**" on an "**As Needed Basis**" including, but not limited to, the following:

TERMS, CONDITIONS, AND REQUIREMENTS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County has the authority to utilize State Contracts whenever it is in the County's best interest to do so.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

5. Insurance requirements for this project to be maintained throughout the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (if applicable). Refer to limits in Exhibit "C".

6. Hidalgo County reserves the right to award to one (1) or multiple vendors.

7. This contract is not limited to the user departments only. Other Hidalgo County departments, not stated herein, may be included and may utilize this contract

8. All bid prices for items shall take into consideration shipping/handling, and delivery costs.

9. Hidalgo County may utilize any state contract(s) when it is in the County's best interest to do so.

10. **Manholes must meet the minimum of all the following specifications:**

- Fiberglass Manholes must be constructed of glass fiber-reinforced polyester resin containing chemically enhanced silica. They shall be constructed of a monolithic design to prevent infiltration through the manhole. Interior surface of manhole shall be smooth for improved corrosion resistance and reduced sludge build-up.
- Nominal inside diameter of the manhole shall be 48". Thickness of the manholes shall be .50" nominal. Height shall be selected in accordance with the project plan and/or engineers specifications.
- Manholes must withstand requirements of AASHTO H-20Axle Loads, meet ASTM D 3753 and accept Standard Ring and Cover and must be able to be used with all types of pipe, including but not limited to concrete, clay, steel, iron, and PVC.

11. Price must include ring, covers and 4 (four) plastic spacers.

12. Please include manhole structural and corrosion warranty and pamphlets/literature with your submission.

13. Must be available in the following diameters:

42", 48", 54", 60", 72" and 92"

14. Cleanout manholes must be available in the following diameter: 36"

15. Lengths: in one foot increments from 3' to 25'

- Cone Top Openings: Concentric – 22 ½". 32", 38"

  Eccentric-22 ½"

- Standard Thickness: Standard Wall: 0.25" – 0.5"

  Heavy Wall: 0.5"

- Average weight: 60 lb/ft

- Flexural Strength:

Cone: 15.4×10^3 psi

Pipe: 22.5×10^3 psi

- Compressive Strength: 18.9×10^3 psi

16. **Contract Term:**
    - The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions.
    - Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications.

17. **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:

a) **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.

i) 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.

ii) 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.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) 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.

b) **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.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **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.

e) **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 CONDITIONS AND REQUIREMENTS

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile no later than, Wednesday, **May 6, 2009, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 PM, May 8, 2009**.

HIDALGO COUNTY

"Fiberglass Manholes"
RFB No.:09-026-05-13-CGV

Exhibit "B"

BID PAGE FORM

1. All bid prices for items shall take into consideration shipping/handling, and delivery costs.
2. Items must be available in the following diameters, including but not limited to the following:

Size	42" diameter	48" diameter	54" diameter	60" diameter	72" diameter	92" diameter
3'	$	$	$	$	$	$
4'	$	$	$	$	$	$
5'	$	$	$	$	$	$
6'	$	$	$	$	$	$
7'	$	$	$	$	$	$
8'	$	$	$	$	$	$
9'	$	$	$	$	$	$
10'	$	$	$	$	$	$
11'	$	$	$	$	$	$
12'	$	$	$	$	$	$
13'	$	$	$	$	$	$
14'	$	$	$	$	$	$
15'	$	$	$	$	$	$
16'	$	$	$	$	$	$
17'	$	$	$	$	$	$
18'	$	$	$	$	$	$
19'	$	$	$	$	$	$
20'	$	$	$	$	$	$
21'	$	$	$	$	$	$
22'	$	$	$	$	$	$
23'	$	$	$	$	$	$
24'	$	$	$	$	$	$
25'	$	$	$	$	$	$

3. Is custom manhole fabrication with PVC stubouts/bottoms/bench and inverts and 12" high manhole cone neck extensions available? _____ $_____
4. All purchases will be on an "As Needed Basis", there are no set quantities to be purchased.

5. The term of the contract will be for one (1) year with the County's option to extend an additional one (1) year, under the same rates, terms and conditions.

BIDDER/COMPANY NAME:	
AUTHORIZED SIGNATURE:	
PRINT NAME/TITLE:	
ADDRESS;	
CITY, STATE, ZIP CODE:	
PHONE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	

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 THER TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. 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	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other_____
Address: _____ City: _____ State: _____ Zip:_____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip:_____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. 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.

REQUIREMENTS AGREEMENT
C-09-026-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of by and between_____, **a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **" Fiberglass Manholes"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "_____" in the areas of **HIDALGO COUNTY** projects for a period of_____ from with the option to renew for an additional_____(If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected

provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: _____
_____
_____
_____

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

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators,

legal representatives, successors, and assigns where permitted by this Agreement.

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

Insurance. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other

particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____.

APPROVED AS TO FORM:

By:_____
Date:_____

By:_____
Juan D. Salinas, III, County Judge

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date:_____

Vendor_____
By:_____
Printed Name:_____
Title:_____
Date:_____

EXHIBIT "B"

BID PAGE FORM

Ferguson Waterworks

HIDALGO COUNTY

"Fiberglass Manholes"
RFB No.:09-026-05-13-CGV

Exhibit "B"

BID PAGE FORM

1. All bid prices for items shall take into consideration shipping/handling, and delivery costs.
2. Items must be available in the following diameters, including but not limited to the following:

Size	42" diameter	48" diameter	54" diameter	60" diameter	72" diameter	~~92~~ 84" diameter
3'	$ 1032.49	$ 1048.04	$ 1179.15	$ 1204.71	$ 1379.15	$ 2826.93
4'	$ 1113.60	$ 1141.37	$ 1509.15	$ 2404.44	$ 1683.60	$ 3182.49
5'	$ 1192.49	$ 1230.26	$ 1604.71	$ 1670.26	$ 1902.49	$ 3538.04
6'	$ 1311.37	$ 1323.60	$ 1700.26	$ 1784.71	$ 2144.71	$ 3893.60
7'	$ 1395.82	$ 1415.82	$ 1790.00	$ 1899.15	$ 2420.26	$ 4249.15
8'	$ 1479.15	$ 1504.71	$ 1891.37	$ 2120.26	$ 2593.60	$ 4604.71
9'	$ 1562.49	$ 1598.04	$ 1988.04	$ 2299.15	$ 2916.93	$ 4960.26
10'	$ 1648.04	$ 1685.82	$ 2083.60	$ 2534.71	$ 3099.15	$ 5438.04
11'	$ 1795.82	$ 1774.71	$ 2179.15	$ 2718.04	$ 3284.71	$ 5871.37
12'	$ 1962.49	$ 1862.49	$ 2274.71	$ 2941.37	$ 3469.15	$ 6284.71
13'	$ 2055.82	$ 1973.60	$ 2370.26	$ 3144.71	$ 3652.49	$ 6708.04
14'	$ 2149.15	$ 2045.82	$ 2466.93	$ 3289.15	$ 3836.93	$ 7131.37
15'	$ 2243.60	$ 2126.93	$ 2562.49	$ 3548.04	$ 4021.37	$ 7554.71
16'	$ 2336.93	$ 2201.37	$ 2659.15	$ 3696.93	$ 4203.60	$ 7978.04
17'	$ 2430.26	$ 2309.15	$ 2753.60	$ 3848.04	$ 4389.15	$ 8401.37
18'	$ 2521.37	$ 2409.15	$ 2850.26	$ 3999.15	$ 4572.49	$ 8824.71
19'	$ 2615.82	$ 2496.93	$ 2945.82	$ 4148.04	$ 4755.82	$ 9248.04
20'	$ 2706.93	$ 2569.15	$ 3040.26	$ 4298.04	$ 4940.26	$ 9675.82
21'	$ 2788.16	$ 2672.49	$ 3165.82	$ 4579.15	$ 5268.04	$ 9980.26
22'	$ 2895.82	$ 2773.60	$ 3291.37	$ 4771.37	$ 5493.60	$ 10522.49
23'	$ 2990.26	$ 2877.00	$ 3416.93	$ 5008.04	$ 5770.26	$ 10,945.82
24'	$ 3084.71	$ 2978.04	$ 3542.49	$ 5244.71	$ 6046.93	$ 11,369.15
25'	$ 3179.15	$ 3080.26	$ 3668.04	$ 5481.37	$ 6323.60	$ 11,792.49
*A	584.21	748.42	940.00	1240.00	1737.89	2620.00

3. Is custom manhole fabrication with PVC stubouts/bottoms/bench and inverts and 12" high manhole cone neck extensions available? yes $ See *A
4. All purchases will be on an "As Needed Basis", there are no set quantities to be purchased.

OPENED 9:45 am

Witnessed

RECEIVED MAY 13 2009 By

5. The term of the contract will be for one (1) year with the County's option to extend an additional one (1) year, under the same rates, terms and conditions.

BIDDER/COMPANY NAME:	Ferguson Waterworks
AUTHORIZED SIGNATURE:	
PRINT NAME/TITLE:	Juan Ortega Branch Manager
ADDRESS;	1900 West Expressway 83
CITY, STATE, ZIP CODE:	Mission, Texas 78572
PHONE NUMBER:	956-584-6199
FAX NUMBER:	956-584-8608
EMAIL ADDRESS:	juan.ortega@ferguson.com

EXHIBIT "C"
INSURANCE
REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 07/22/2008

PRODUCER 877-945-7378

Willis North America, Inc.
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

Ferguson Enterprises, Inc. and Subsidiaries
(See Attached Named Insured Schedule)
12500 Jefferson Avenue
Newport News, VA 23602

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Granite State Insurance Company	23809-000
INSURER B: National Union Fire Ins. Co. of Pittsburg	19445-000
INSURER C: New Hampshire Insurance Company	23841-002
INSURER D: American International South Insurance Co	40258-001
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	1871848	8/1/2008	8/1/2009	EACH OCCURRENCE	$ 2,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 2,000,000
						GENERAL AGGREGATE	$ 5,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY PRO-JECT LOC					
B		AUTOMOBILE LIABILITY	AOS 1607707	8/1/2008	8/1/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
B		X ANY AUTO	MA 1607708	8/1/2008	8/1/2009		
A		ALL OWNED AUTOS	VA 1607709	8/1/2008	8/1/2009	BODILY INJURY (Per person)	$
B		SCHEDULED AUTOS	OR 1607731	8/1/2008	8/1/2009		
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
		X Self-Insured				PROPERTY DAMAGE (Per accident)	$
		X Physical Damage					
		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 $					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	AOS 1872151	8/1/2008	8/1/2009	X WC STATU-TORY LIMITS OTH-ER	
D		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	AOS 1872152	8/1/2008	8/1/2009	E.L. EACH ACCIDENT	$ 2,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
						E.L. DISEASE - POLICY LIMIT	$ 2,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

See Attached for Additional Workers' Compensation Policies:

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 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

Willis **CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3

DATE 07/22/2008

PRODUCER 877-945-7378

Willis North America, Inc.
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 Ferguson Enterprises, Inc. and Subsidiaries
(See Attached Named Insured Schedule)
12500 Jefferson Avenue
Newport News, VA 23602

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Granite State Insurance Company	23809-000
INSURER B: National Union Fire Ins. Co. of Pittsburg	19445-000
INSURER C: New Hampshire Insurance Company	23841-002
INSURER D: American International South Insurance Co	40258-001
INSURER E:	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Workers' Compensation - CA
Policy No. 1872153
Carrier: Ins. Co. of the State of PA
Policy Period: 08/01/2008-2009
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

Workers' Compensation - FL
Policy No. 1872154
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2008-2009
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

Workers' Compensation - MA
Policy No. 1872155
Carrier: Ins. Co. of the State of PA
Policy Period: 08/01/2008-2009
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

Workers' Compensation - WI
Policy No. 1872156
Carrier: Illinois National Insurance Company
Policy Period: 08/01/2008-2009
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

Workers' Compensation - TX
Policy No. 1872157
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2008-2009
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

Workers' Compensation - OR
Policy No. 1872158
Carrier: Ins. Co. of the State of PA
Policy Period: 08/01/2008-2009
Statutory
Limits:
EL Each Accident $2,000,000
EL Disease - Each Employee $2,000,000
EL Disease - Policy Limit $2,000,000

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Willis

Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

Air Cold Supply
Air Cold Supply/Webb Distributors
Alamo Pipe & Supply
Alaska Pipe & Supply
CAL-STEAM, a Wolseley Company
Camellia Valley Supply
Castle Supply Company, Inc.
CastleNorth
CFP
Chadwick
Clayton Group, Inc.
Clayton International, LLC
Cline Contract Sales
Colgan Cabinets
Colgan Distributors
Crow Company
D & C Plumbing & Heating Supply
Davidson Electric Wholesale Supply
The Davidson Corporation, a Delaware Corporation
Davidson Pipe Company Inc., a New York Corporation
Davidson Pipe Supply Company, Inc.
Davies Water
E & J Plumbing & Heating Supply Co.
Economy Plumbing and Heating Supply Co.
Endries International of Canada, Inc.
Endries International, Inc.
Energy & Process Corporation
Ferguson Bath Kitchen and Lighting Gallery
Ferguson CESCO, Inc.
Ferguson de Costa Rica Ltd.
Ferguson de Mexico S.A. de CV.
Ferguson Enterprises IV, Inc.
Ferguson Enterprises of Montana, Inc.
Ferguson Enterprises of Puerto Rico, Inc.
Ferguson Enterprises of Virginia, Inc.
Ferguson Enterprises V, Inc.
Ferguson Enterprises, Inc.
Ferguson Enterprises, Inc. of Virginia
Ferguson Fire & Fabrication, Inc.
Ferguson Fire & Fabrication, Inc. (fka Sierra Craft, Inc.)
Ferguson Full Service Supply
Ferguson Heating & Cooling
Ferguson Holdings, Inc.
Ferguson Hospitality Sales
Ferguson Industrial Plastics and Pump Division
Ferguson Integrated Systems Division, Inc.
Ferguson Intermountain Piping
Ferguson International
Ferguson Panama, S.A.
Ferguson Process Services
Ferguson Valve & Automation
Ferguson Waterworks
Ferguson Waterworks - Midwest Pipe
Ferguson Waterworks - Municipal Pipe
Ferguson Waterworks - Red Hed
Ferguson Waterworks EPPCO
Ferguson Waterworks International
Frischkorn, Inc.
Galleria Bath & Kitchen Showplace
Gilmour Supply Company, Inc.
Gulf Refrigeration Supply
High Country Plumbing Supply
Home Equipment Company, Inc.
Improvement Direct, Inc.
Indiana Plumbing Supply Co., Inc.
Industrial Hub of the Carolinas
J&G Products
J.D. Daddario Company
Kandall Fabricating
L&H Supply, Inc.
Lane Piping Co.
Lawrence Plumbing Supply Co.
Lincoln Products
Linwood Pipe and Supply
Louisiana Utilities Supply Company
LUSCO
Lyon Conklin & Co., Inc.
Mastercraft Cabinets
Monotube Pile Corporation
Northern Water Works Supply, Inc.
Onda-Lay Pipe and Rental, Inc.
Page's Appliances
Palermo Supply
Park Supply
Pipe Products
Plumbing Décor
Plumb Source

Willis

Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

R Supply Company
Record Supply Company
SEMSCO Barbados, LLC
SEMSCO Trinidad, LLC
SEMSCO Venezuela, LLC
Sierra Craft, Inc.
SOS Sales
Specialty Pipe & Tube, Inc.
Specialty Pipe & Tube of Texas, Inc.
Summer & Dunbar
Supply North Central Group
Tarpon Wholesale Supplies
T & A Valve Industries, Inc.
The Parnell-Martin Companies LLC
The Plumbers Warehouse
The Stock Market
Tubeco Fabrication, Inc.
United Automatic
Water Works Supplies
Webb Distributors
Western Air Systems and Controls, Inc.
WIA of California, Inc.
Wolseley Investments Acquisitions, Inc.
Wolseley Investments, Inc.
Wolseley North America, Inc.
Wolseley North American Consulting, LLC
Wolseley North American Services, Inc.
WPCC Forwarding, LLC

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFB OPENING DATE: MAY 13, 2009 **RFB OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "FIBERGLASS MANHOLES FOR HIDALGO COUNTY"

RFB NO: 2009-026-05-13CGV

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Act Pipe & Supply Mike Buttles	IP	mbuttles@actpipeandsupply.com	5-6-09	956-702-3900
2. Debra Coye-Valin Engineering Flow Products LLC	Email	dcoye@valin.com	5-1-09	Ph: 480-496-4222 Fax: 480-496-4131
3. Virtual Polymer Compounds, LLC Kevan M. Green, Div. Mngr	Email	kgreen@virtualpolymercompounds.com	5-1-09	10478 Ridge Road Meina, NY 14103 Ph: 585-735-9668 Ext 13 Fax: 585-735-9965
4. Gravel Products Richard Reuth	Email	r.reuth@yahoo.com	5/1/09	
5. Compmillennia, LLC Brad Dixon	Email	brad@compmillennia.com	5/1/09	Compmillennia, LLC Washington, DC 27889 Ph: 252-628-8065
6.				
7.				
8.				
9.				
10.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County –County Wide

BID OPENING DATE: MAY 13, 2009 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: RFB-Fiberglass Manholes-Hidalgo County

BID NO: 2009-026-05-13CGV

RFB#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF BID	ADDENDUM
#01	Ferguson Waterworks Mission, Texas	√√	
#02			
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			

AI-16459 **21.A.5.**

LEXIS NEXIS-Indigent Defense Public Defender

CC REGULAR

Date:	07/14/2009
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. Requesting exemption from competitive bidding requirement under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County.

b. Requesting approval of agreement(s) if applicable for full access "On-line Research Services" with Lexis Nexis, for the Indigent Defense Public Defender through requisition #157772 for (3) users @ $73.00ea./month with (3) complimentary users and (1) user @ $88.00 ea./month (investigator).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1282-412-30-085-001-9-342

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

BUDGETARY IMPACT:

Funds available as of 07/10/09. Refer to Req #157772.

Attachments

Link: Lexis Nexis-Indigent Defense Req.

Link: Lexis Nexis-Contract Term

Link: Lexis Nexis-Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/10/2009 11:43 AM	APRV
2	Budget & Management	Erika Zamora	07/10/2009 01:23 PM	APRV
3	Sylvia Solis	Sylvia Solis	07/10/2009 05:03 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Matilde Faz Started On: 07/10/2009 11:04 AM

Final Approval Date: 07/10/2009

Requisition

Indigent Defense Public Defender

Req # 00157772

PO #

Date: 06/25/09

Regular
16459
4/21/09
7/14/09

Bill To: x
x

Vendor : 237507
LEXIS-NEXIS
P.O. BOX 2314
CAROL STREAM IL 60132-2314

Ship To: Indigent Defense Public Defender
100 E. Cano
2nd Floor
Edimburg TX 78539

Contact: JAIME GONZALEZ
956-292-7040

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
6.00	MONTH	OPEN PURCHASE ORDER FOR ONLINE RESEARCH 3 USERS @ $73.00 EACH (W/ 3 COMPLIMENTARY USERS) 1 USER @ $88.00 EACH (INVESTIGATOR)	307.00	1,842.00
		* MONTH TO MONTH CONTRACT WITH 30 DAY NOTICE TO CANCEL SERVICE		
		Account No	Encumbrance	
		9-1282-412-30-085-001-9-342	1,842.00	
			Freight	.00
			Total	1,842.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

157772

2007 - 2008

	Limited Access* **Menus:** Pure Lexis News – Large Group Files Full Jurisdiction Shepard's	Full Access* **Menus:** Pure Lexis News – Large Group Files Texas Matthew Bender treatises Full Jurisdiction Shepard's
Judges, Judicial Training Centers, OCA Staff Attys	$22 per ID holder, per month	$36 per ID holder, per month
Library Staff, Prosecutors, Public Defenders	$55 per ID holder, per month	$73 per ID holder, per month

* Texas Factual Discovery (SP00TX) may be added to either plan for $14 per ID holder, per month.

2008-2009

	Limited Access* **Menus:** Pure Lexis News – Large Group Files Full Jurisdiction Shepard's	Full Access* **Menus:** Pure Lexis News – Large Group Files Texas Matthew Bender treatises Full Jurisdiction Shepard's
Judges, Judicial Training Centers, OCA Staff Attys	$23 per ID holder, per month	$38 per ID holder, per month
Library Staff, Prosecutors, Public Defenders	$58 per ID holder, per month	$73 per ID holder, per month

* Texas Factual Discovery (SP00TX) may be added to either plan for $15 per ID holder, per month.

MASTER AGREEMENT
FOR COMPUTER ASSISTED LEGAL RESEARCH (CALR) PURSUANT TO RFO #212-0-130

This Contract is entered into by the **LEXIS-NEXIS GROUP**, and the **OFFICE OF COURT ADMINISTRATION** ("OCA") on behalf of the Judicial Committee on Information Technology ("JCIT") pursuant to Chapters 72 and 77 of the Texas Government Code.

PURPOSE OF CONTRACT

On behalf of JCIT, OCA, is entering into this agreement with the Lexis-Nexis Group to provide computer assisted legal research (CALR) for all members of the judiciary and qualified judicial entities that have a need for such services. This includes but is not limited to: all judges, Title IV-D masters, staff attorneys at the training centers, attorneys at the Office of Court Administration and State Commission on Judicial Conduct, staff at the State Law Library, staff at county law libraries, prosecutors, staff at the Texas District and County Attorneys Association. For purposes of this contract all aforementioned will be collectively referred to as "judicial entities."

STATEMENT OF SERVICES TO BE PERFORMED

The Lexis-Nexis Group agrees to allow any qualified judicial entity the option to participate fully under this contract for CALR under the terms and conditions specified. Each judicial entity electing to participate under this contract will issue a purchase order to the Lexis-Nexis Group indicating what services it will purchase. The Lexis-Nexis Group shall INVOICE EACH CONTRACTING JUDICIAL ENTITY DIRECTLY FOR THE SERVICES IT PURCHASES UNDER THIS CONTRACT. The OCA shall not be invoiced for any services for which it is not the contracting judicial entity.

PROVISIONS OF MASTER AGREEMENT

The requirements appearing in RFO 212-0-130 dated February 4, 2000, the Lexis-Nexis Group Proposal dated February 18, 2000, the Lexis-Nexis Group Best and Final Offer dated March 31, 2000 and this document collectively become the Master Agreement between the OCA and the Lexis-Nexis Group, and constitutes the entire agreement between the parties.

In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence; the final executed Master Agreement, the RFO, the Lexis-Nexis Group Best and Final Offer, and the Lexis-Nexis Group original offer. The Master Agreement may be amended only in writing and by mutual agreement of all parties.

If the Lexis-Nexis Group requires that a judicial entity enter into any kind of licensing agreement to receive the CALR services, then any terms of the licensing agreement which conflict with the Master Agreement are superceded by the Master Agreement.

The State of Texas, OCA, Judicial Committee on Information Technology, and their respective employees, officers, agents, and representatives, can neither agree to hold the Lexis-Nexis Group harmless nor agree to indemnify the Lexis-Nexis Group, and any provisions to the contrary are void.

PAYMENT OF SERVICES / BILLING AND INVOICING

Invoicing for orders placed as a result of this contract shall be sent directly to the contracting judicial entity. Invoicing may be sent to OCA only for services for which it is the contracting judicial entity.

OCA shall not be liable for payment of any services or expenses that it is not the contracting judicial entity. OCA and any other contracting judicial entity shall not be liable for the payment of any sales, use, or other taxes incurred by the Lexis-Nexis Group in performing the obligations herein, nor shall OCA or any other contracting judicial entity be liable to reimburse Lexis-Nexis Group for same. All obligations of OCA and any contracting judicial entity are subject to the availability of federal, state, and/or local legislative appropriations applicable to this procurement.

CONTRACT AMOUNT

The State of Texas and the OCA makes no commitment to purchase any minimum or maximum quantity or dollar volume of services from the Lexis-Nexis Group.

TERM OF CONTRACT

The contract is effective when signed by both parties and will terminate on August 31, 2001. This contract may be extended for up to 6 one-year periods, renewed annually, provided all terms and conditions of the original contract remain the same and the extension is mutually agreed upon by all parties.

CONTRACT AMENDMENTS

This contract may be amended or extended upon mutual agreement of OCA and the Lexis-Nexis Group.

CANCELLATION OF THE CONTRACT

Any purchase order resulting from this contract is subject to cancellation, without penalty, either in whole or in part, subject to the availability of state, local and/or federal funds.

RIGHT TO TERMINATE FOR CONVENIENCE

Each contracting judicial entity may, in its sole discretion, terminate any purchase order, in whole or in part, upon 30 days written notice to Lexis-Nexis Group of such termination.

OWNERSHIP OF PRODUCTS AND DOCUMENTATION

Upon the termination, cancellation or expiration of this contract, the contracting judicial entity shall retain ownership of any and all associated work products and documentation for which it has paid that result from, or are associated with, this contract, in whatever form they exist.

QUALIFIED INFORMATION SYSTEMS VENDOR REQUIREMENTS

Lexis-Nexis Group certifies that, at the time of this contract with OCA, it is a current Qualified Information Systems Vendor as that term is defined in Section 2157.001, Texas Government Code.

INDEPENDENT CONTRACTOR

Lexis-Nexis Group acknowledges that it is acting as an independent contractor, that Lexis-Nexis Group is solely responsible for its actions or inactions, and that nothing in the Master Agreement will be construed to create an employment relationship or that of an agency between the parties. Lexis-Nexis Group is not authorized to enter into contracts or agreements on behalf of a judicial entity or to otherwise create obligations of any judicial entity to third parties. Personnel of Lexis Nexis Group will not be treated as employees of the State of Texas, the OCA or any judicial entity.

DEFENSE OF CLAIMS

Lexis-Nexis Group shall defend or, at its option, settle any action or proceeding of any kind or description based upon a third party's claim of death or personal injury of any person or property damage caused by the negligence or willful misconduct of Lexis-Nexis Group, asserted against a judicial entity by such third party provided: (i) the death or personal injury to any person or the property damage was not caused in whole or in part by the judicial entity; (ii) Lexis-Nexis Group is given prompt notice of any such claim; and (iii) Lexis-Nexis Group is given the right to control and direct the investigation, defense and settlement of each such claim unless prohibited by Texas law. If Lexis-Nexis Group is unable to control and direct the investigation and defense of any claim under this section due to Texas law, then the investigation and defense will be conducted in conjunction with the appropriate "judicial entity". The judicial entity, at the expense of Lexis-Nexis Group, shall reasonably cooperate with Lexis-Nexis Group in connection with the foregoing. If notified promptly in writing of any such claim, demand or a judicial action brought against a judicial entity based on an allegation that the death or personal injury of any person or property damage was caused by Lexis-Nexis Group, Lexis-Nexis Group will pay the costs, including reasonable attorney fees, associated with resolving such claim and will pay the judgment or settlement amount (if any). Further, the State of Texas, the OCA or any

judicial entity shall have the right to approve any settlement in the event such settlement does not contain a full release of the State of Texas, the OCA or any judicial entity or requires any further action or admission by or on behalf of the State of Texas, the OCA or any judicial entity, which approval shall not be unreasonably withheld or delayed.

Should the Online Services or the operation thereof become, or in the opinion of the Lexis-Nexis Group is likely to become, the subject of a claim of infringement, the Lexis-Nexis Group shall, at its option and expense, either (i) procure for the judicial entity the right to continue using the Online Services, (ii) replace or modify the same so that it becomes non-infringing; or (iii) terminate the Master Agreement upon notice to the judicial entity and grant the judicial entity a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

NEWS RELEASES AND ADVERTISEMENTS

The Lexis-Nexis Group will not use the name of the State, the Office of Court Administration, or the Judicial Committee on Information Technology, nor reference any endorsement from the State, the Office of Court Administration, or the Judicial Committee on Information Technology in any advertisement or otherwise for any purpose without the express written consent of the Office of Court Administration.

MANUALS AND PUBLICATIONS

The Lexis-Nexis Group shall furnish documentation, including user and training manuals, educational materials, and database listings, for each user who requests such documentation.

If requested, the Lexis-Nexis Group shall furnish in electronic format copies of documentation required by this agreement.

The Lexis-Nexis Group shall provide specialized training materials for disabled users, including the sight-impaired, hearing-impaired, and physically disabled.

MANAGEMENT REPORTS

The Lexis-Nexis Group shall provide to the Office of Court Administration (on an electronic media) the data necessary for it to report to the Texas legislature on the effectiveness of this contract. These reports may show number of users, names of users, usage of time, savings from standard rates, and the like. The Lexis-Nexis Group shall not maintain or disclose a record of the actual queries made by individual users. The Lexis-Nexis Group shall record user name, user type, organization and other relevant information contained on the Computer Assisted Legal Research (CALR) User Registration Form in Attachment 1 so that management reports can be produced using such information. See CALR User Registration form. The Lexis-Nexis Group must maintain all data necessary for each monthly management report for a four year period.

The Lexis-Nexis Group shall provide on a quarterly basis or at the request of the Office of Court Administration a list of the number of users within each court or other qualified judicial entity, also showing the number of new users for the current period and the number canceled in the period. A recap showing the overall numbers by court or other qualified judicial entity shall be provided at the end of the report.

SUMMARY QUARTERLY TRAINING REPORT

The Lexis-Nexis Group shall provide a quarterly training report that shows, by court or other qualified judicial entity, the user name, location, and duration of training and summarize the number trained in the current quarter and year to date.

QUALITY CONTROL MEASURES

The Lexis-Nexis Group's project manager (or designee, in minimal cases) shall work cooperatively with the OCA and other qualified judicial entities to discuss usage report statistics, user access problems, software and data base changes and plans for future system improvements. The Lexis-Nexis Group shall be responsible for quality assurance and quality control, and must adhere to all methods, plans, and controls for accomplishing quality assurance and quality control in accordance with accepted practices.

PROBLEM RESOLUTION

The Lexis-Nexis Group shall provide user services to resolve problems. The Lexis-Nexis Group shall resolve the problem and shall notify the originating caller of the resolution of the problem within one (1) business day. The Lexis-Nexis Group shall provide a problem resolution plan to be used if resolution does not occur within one (1) business day.

QUARTERLY PROBLEM LOG

The Lexis-Nexis Group shall maintain a problem log to be used to ensure that all user problems are resolved. The Problem Log shall record: the date and time notification of the problem was received, organization, user ID and user name of person experiencing the problem, problem description, problem solution, date of response, and date the problem was resolved. It shall provide a recap of all outstanding problems. The Quarterly Problem Log shall also show any system down time and unavailability (e.g., all ports busy) that occurred during the period, indicating the date, time period, and nature of the problem. The Lexis-Nexis Group shall submit a problem log with the Quarterly Usage Report to the Office of Court Administration on behalf of the JCIT and submit the problem logs upon request to each contracting judicial entity.

CONTRACT MANAGEMENT

Notwithstanding the Lexis-Nexis Group's responsibility for total management during the performance of this Agreement, the administration of this contract will require the coordination between the OCA and the Lexis-Nexis Group. The individuals cited below or their successors will be the Office of Court Administration 's primary points of contact during the performance of this contract.

OCA's primary points of contact in order by area of responsibility are:

Accounting/Financial:	Tina Washington
Technical Assistance:	Josepha Rood
Legal:	Jim Bethke

Phone number: 512/463-1625

Lexis-Nexis Group PROJECT MANAGER

The Lexis-Nexis Group's representative to be contacted for all Texas CALR related issues:

Name: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-mail: _____

The Lexis-Nexis Group's representative shall be responsible for coordination and oversight of all system use, training, and service quality requirements under this contract and shall act as the central point of contact with the OCA and any other contracting judicial entities for all performance issues. The representative shall have full authority to act for the Lexis-Nexis Group in performing all contract requirements.

SEVERABILITY

If any part of this contract shall be held unenforceable, the rest of the contract will nevertheless remain in full force and effect.

The Lexis-Nexis Group	**Office of Court Administration**
By:_____	By:_____
Name:_____	Jerry L. Benedict
Title:_____	Administrative Director
Date:_____	Date:_____

F:\OcaAdmin\Legal IV-D\CALR Web Info\MasterAgreement_June 5 Final Doc LEXIS.wpd

RENEWAL AND AMENDMENT OF

MASTER AGREEMENT FOR COMPUTER ASSISTED LEGAL RESEARCH

(LexisNexis, a division of Reed Elsevier, Inc.)

I. PURPOSE

Under the Assignment, Renewal, and Amendment of Master Agreement for Computer Assisted Legal Research ("Master Agreement" or "contract") effective August 31, 2001, The State Law Library ("Library") accepted the assignment of the Office of Court Administration's ("OCA") rights, interests and obligations under the Master Agreement dated June 5, 2000 entered into between OCA and LexisNexis ("Lexis") for the provision of computer assisted legal research. The Library and Lexis do hereby agree to renew the Master Agreement, as follows:

II. RENEWAL OF THE CONTRACT

A. Pursuant to the "Term of Contract" provision of the Master Agreement and the "Renewal of the Contract" provision of the Renewal and Amendment of the Master Agreement effective September 1, 2006, the Library and Lexis hereby renew and extend the contract as amended for the following term: September 1, 2007 to August 31, 2009 (the "contract renewal period") unless terminated earlier in accordance with the terms of the contract.

B. The Library and Lexis agree that the original term of the Master Agreement may be renewed and extended for an additional two-year period after the current extension.

III. CONTRACT MANAGEMENT

The individuals cited below or their successors will be the Library's primary points of contact during the performance of this contract:

Director:	Dale W. Propp	Phone: 512/463-1722
Legal:	María Elena Ramón	Phone: 512/463-1625

IV. CONTRACT PRICE AND ESCALATION CAP

During the term of the contract renewal period, the Contract Price shall be as provided in the Addendum One (Pricing) which is attached to and incorporated in this renewal. The parties agree that upon future renewals any price increase for judicial entities will be limited to 10 % or less per year.

V. ORIGINAL CONTRACT TERMS

The Library and Lexis understand and agree that: (1) all of the provisions of the Assignment, Renewal and Amendment of the Master Agreement effective August 31, 2001 and any written amendments executed to date will remain in effect unless specifically addressed in this or a subsequent amendment; and (2) all of the other provisions of the original Master Agreement remain in effect.

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2007, to be effective the **1ST DAY OF SEPTEMBER 2007.**

STATE LAW LIBRARY

_____
Administrative Director

LexisNexis, a division of Reed Elsevier, Inc.

_____
Printed Name:
Title

~~Addendum One (Pricing) To~~
Renewal of the
Master Agreement for Computer Assisted Legal Research

(LexisNexis, a division of Reed Elsevier, Inc.)

2007 - 2008

	Limited Access*	**Full Access***
	Menus:	**Menus:**
	Pure Lexis	Pure Lexis
	News – Large Group Files	News – Large Group Files
	Full Jurisdiction Shepard's	Texas Matthew Bender treatises
		Full Jurisdiction Shepard's
Judges, Judicial Training Centers, OCA Staff Attys	$22 per ID holder, per month	$36 per ID holder, per month
Library Staff, Prosecutors, Public Defenders	$55 per ID holder, per month	$73 per ID holder, per month

* Texas Factual Discovery (SP00TX) may be added to either plan for $14 per ID holder, per month.

2008-2009

	Limited Access*	**Full Access***
	Menus:	**Menus:**
	Pure Lexis	Pure Lexis
	News – Large Group Files	News – Large Group Files
	Full Jurisdiction Shepard's	Texas Matthew Bender treatises
		Full Jurisdiction Shepard's
Judges, Judicial Training Centers, OCA Staff Attys	$23 per ID holder, per month	$38 per ID holder, per month
Library Staff, Prosecutors, Public Defenders	$58 per ID holder, per month	$73 per ID holder, per month

* Texas Factual Discovery (SP00TX) may be added to either plan for $15 per ID holder, per month.

Purchase Order

Vendor:
LexisNexis
9443 Springboro Pike
Miamisburg, OH 45342

Purchaser:
Hidalgo County Public Defender's Office
100 E. Cano, Ste. 206
Edinburg, TX 78539

# of User	Description	Monthly Price
3 paid users (with 3 complimentary user ids)	Lexis.com online research; content per Texas MSA (Billgroup 112D1V), which includes All Federal and 50 States Laws (cases, codes admin and leg materials), All Law Reviews, and Major Newspaper PLUS Texas Matthew Bender	$219 (@$73/user/month)
1	TX Factual Discovery (pricing per Texas MSA billgroup 112D1V) plus Lexis.com online research; content per Texas MSA (Billgroup 112D1V), which includes All Federal and 50 States Laws (cases, codes admin and leg materials), All Law Reviews, and Major Newspaper PLUS Texas Matthew Bender	$88 (@$73/user/month for Lexis.com plus $18/use/month for TX Factual Discovery)
Total User = 7		Total Cost = $307

AGREED TO AND ACCEPTED BY

_____

Signature Date

_____

Name Title

User List

Legal Menu User List (access to menu SBTNL0, MGT017, MTTX00):
Jaime Gonzalez ~ Attorney
Jose Bravo ~ Attorney
John Schultz ~ Attorney
Pilar Espinosa ~ Assistant
Jennifer Navaez ~ Assistant
Sofia Kamal ~ Assistant

Public Record Menu User List (access to menu RK0001, SPR000):
L. Yvette Pacheco ~ Investigator

Terms and Conditions: All other terms and conditions are per master services agreement with Texas Court of Administration

LexisNexis®

USCM
LEXISNEXIS® COMPANY INFORMATION FORM
FOR USCM MARKETS

CUSTOMER VERIFICATION PROCESS

As a global provider of information, LexisNexis is taking a proactive approach to protect consumers and our customers. One aspect of this approach is the verification of new customers. LexisNexis has built a strong, process-controlled system to protect sensitive information from those individuals without a permissible use to view such data; it is essential that LexisNexis knows who is requesting that data, what is being requested, and why to meet both contractual obligations with data providers and internal control standards. LexisNexis is entrusted with highly sensitive, personally identifiable information and takes this responsibility very seriously.

To help us expedite the process, please:

- **Fill out all application and contract forms in their entirety,**
- **Provide a copy of a current federal, state, county, or city business license or occupational license, AND**
- **Provide a copy of the company's most recent phone bill.** The page submitted should include the company name, phone number, and business address.
- In some cases additional information is needed since the individual contract signatory, as well as the main contact need to be verified. If requested, please provide additional business documentation or personal information.
- If your company has just been formed or has recently moved, supplemental documentation may be needed to verify the business entity. Providing documents such as a lease or occupancy permit with the completed contract will expedite the verification process.

Documents we may request include:

- Current Federal, State, County, or City Business License or Occupational License
- Driver's License
- Occupancy Permit
- Articles of Incorporation or other Corporate Filing
- Utility/Phone Bill (must contain address/phone number)
- Lease (must contain address/phone number)
- Collection Agency License or Collection Agency Surety Bond
- Sales Tax License/ Registration

The verification process includes a phone call to the contract signatory or main contact to confirm the order. During this phone call, the accuracy of the contact information and the purpose for which the company will be utilizing the LexisNexis services will be verified. The LexisNexis Verification Analyst will need to speak to individuals specified as the contract signatory or main contact. The order cannot be released for final processing until phone contact is made and this information is confirmed. We appreciate your prompt reply to any voice messages to help us expedite the process.

LexisNexis respects the privacy of your personal information. Information obtained during the verification process will not be used for any other purpose.

- **Completion of all fields is required**
- **Customer must sign printed copy of form**
- **Fax completed and signed form to Order Status at 937-865-1760**

ORGANIZATION INFORMATION ("Customer")

Organization Name: Hidalgo County Public Defender's Office

Physical Address: 100 E. Cano, Ste. 206

City: Edinburg State: TX Zip: 78539

Telephone: 956.292.7040 Organization Web Address:

PRINCIPALS/PARTNERS/OWNERS/EXECUTIVE OFFICERS (if applicable)

Last Name _____ First Name _____ M.I. _____ Title _____

Last Name _____ First Name _____ M.I. _____ Title _____

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MAIN CONTACT INFORMATION - An individual designated as a Main Contact will be presumed to have authority to verify account information and request changes to said information.
For verification purposes only, each Main Contact must provide the following information requested below. Verification will be performed on the principals and individual(s) listed below, as well as the organization. Please note that the verification process may include telephone contact with the individual(s) listed below; please provide a business telephone number through which the Main Contact may be reached. LexisNexis respects the privacy of your personal information; information obtained during the verification process will not be used for any other purpose.

Last Name Pacheco First Name Yvette M.I. _____
Title Investigator Telephone 956.292.7040
Email Address yvette.pacheco@co.hidalgo.tx.us
1. **First five digits of your Social Security number** _____ - _____
2. **Full date of birth** _____
3. **Complete Home Address** _____
4. Driver's License Number _____ State Issued _____
5. State where individual holds professional license and/or where business is licensed or incorporated. _____ Bar/Registration Number/Corporate Registration Number _____

ADDITIONAL ADMINISTRATOR OR CONTACT INFORMATION (Optional) - Please refer to preceding text for additional information.

Last Name _____ First Name _____ M.I. _____
Title _____ Telephone _____
Email Address _____
1. First five digits of your Social Security number _____ - _____
2. Full date of birth _____
3. Complete Home Address _____
4. Driver's License Number _____ State Issued _____
5. State where individual holds professional license and/or where business is licensed or incorporated. _____ Bar/Registration Number/Corporate Registration Number _____

ORGANIZATION INFORMATION – Not all fields will apply to all organizations. Please enter all information applicable to the organization.

☐ Private Corporation ☐ Sole Proprietor ☐ Partnership / LLC State of _____
☐ Publicly Traded Company
Ticker Symbol _____ Exchange _____ Parent Company _____
No. of Employees _____ No. of years in business _____ No. of years at address _____
No. of Attorneys _____ Practicing Area of Law _____

Business / Professional License Number _____
Date Issued / Expiration Date _____ Issuing dept. or division _____
County Issued _____ State _____

Has Customer or Customer's agent, employee, or user ever been subject to civil, criminal, or professional sanctions in their line of business? ☐ Yes X No
If yes, please describe in detail and provide information about proceeding and the corrective measure taken. Please attach supporting documentation as applicable. _____

Has Customer or Customer's agent, employee, or user been barred or prevented from conducting business in any jurisdiction (local, state or federal)? ☐ Yes X No
If yes, please describe in detail and provide information about the proceeding and corrective measure taken. Please attach supporting documentation as applicable. _____

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PERMISSIBLE USE CERTIFICATION – Please select all choices applicable to the organization.

GLBA PERMISSIBLE PURPOSE

Some LexisNexis Services use and/or display nonpublic personal information, which is governed by the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively, "GLBA"). Customer certifies it has the permissible use under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will only use such information obtained from LexisNexis Services for such purpose(s) selected below or, if applicable, for the purpose indicated by Customer electronically while using the LexisNexis Services:

(At least one must be INITIALED to be permitted access to GLBA data.)

_____ No permissible use;

_____ 1. As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;

_____ 1. (B) As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications for employment, housing, or insurance (***Accurint Only***);

_____ 2. To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability;

_____ 3. In required institutional risk control programs;

_____ 4. In resolving customer disputes or inquiries;

_____ 5. Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer;

_____ 6. Use by persons acting in a fiduciary or representative capacity on behalf of the consumer;

_____ 7. In complying with federal, state, or local laws, rules, and other applicable legal requirements;

_____ 8. To the extent specifically permitted or required under other provisions of law & in accordance with the Right to Financial Privacy Act of 1978, to LE agencies, self regulatory organizations, public safety.

DPPA PERMISSIBLE PURPOSE

Some LexisNexis Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Customer certifies it has a permissible use under the DPPA to use and/or obtain such as marked below, and Customer further certifies it will only use such information obtained from LexisNexis Services for such purpose(s) selected below or, if applicable, for the purpose indicated by Customer electronically while using the LexisNexis Services:

(At least one must be INITIALED to be permitted access to DPPA data.)

_____ No permissible use;

_____ 1. In connection with any proceeding (including arbitration) in any court or government agency, or before any self-regulatory body, including investigation in anticipation of litigation;

_____ 2. To verify the accuracy of information about a person who provided the information to you (or your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for fraud;

_____ 3. Use by a government agency but only in carrying out its functions;

_____ 4. Use by any person acting on behalf of a government agency but only in carrying out the agency's functions;

_____ 5. Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting;

_____ 6. In connection with motor vehicle safety or theft, or driver safety (except for a motor vehicle manufacturer);

_____ 7. Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code. (Accurint Only)

SIGNATURE OF CUSTOMER

By signing below, I, the customer, acknowledge that I have provided accurate and complete information required of me and have accepted the Terms and Conditions of the "Online Services" viewable at http://www.lexisnexis.com/terms/general/.

I acknowledge that completion of this document does not guarantee successful verification or the creation of a LexisNexis account.

I also agree to be contacted and provide any additional information, if needed, in order to process this verification request.

Signature: _____

Name (please print): _____

Title: _____

Date: _____

LexisNexis respects the privacy of your personal information; information obtained during the verification process will not be used for any other purpose.

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AI-16431 **21.A.6.**

Pct. #3's-Longoria Property, aka, the Mansion-Inv. Payment-Tremco/Weatherproofing Technologies, Inc.
CC REGULAR

Date:	07/14/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Approval of Invoice # 92101264 in the amount of $100,547.74 from Tremco/Weatherproofing Technologies, Inc. under P.O. #614110 for the Roof Replacement Project for the building located in Pct. 3 under renovation for conversion into additional precinct offices/departments known as the Longoria Property or the Mansion.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-444-00-220-014-0-452

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

BUDGETARY IMPACT:

Available funds in P.O. #614110 of $433,862.96 as of 7/10/09.

Attachments

Link: Invoice-Application for Payment - Copy of P. Order 614110-Letter from Company

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/09/2009 04:04 PM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 04:09 PM	APRV
3	Perla Lopez	Perla Lopez	07/10/2009 08:29 AM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Moises Salazar — Started On: 07/08/2009 05:01 PM

Final Approval Date: 07/10/2009

WEATHERPROOFING TECHNOLOGIES, INC.
a subsidiary of Tremco Incorporated

TREMCO
Weatherproofing Technologies, Inc.
3735 Green Road • Beachwood, Ohio 44122 • 216-292-5000

July 8, 2009

County of Hidalgo
Attn: Mrs. Martha L. Salazar
2802 S Business Hwy 281
Edinburg, TX 78539

Re: La Mansion in Mission Roof Replacement Project

Mrs. Salazar,

I'm writing this letter to bring to your attention the outstanding invoices at the above mentioned project. A purchase order was issued to Weatherproofing Technologies, Inc by the County of Hidalgo on 12-09-2008. A Notice To Proceed was delivered to WTI by Mr. Moises Salazar on 1-16-2009 and work began on the project on 1-19-2009. To date WTI has not received payment on any of its invoices. The project is currently at 95% completion. We have submitted three invoices for payment to the County of Hidalgo for this project and neither of these invoices has been paid. The first of these invoices is currently more than 90 days past due.

I have been in contact with both Lupita Garza in the Auditor's Office and Rocio Villarreal in the Purchasing Dept. and neither of them has been able to help with this issue. The hold-up appears to be with Mrs. Garza. This project was purchased through the TCPN (The Cooperative Purchasing Network). Mrs. Garza has informed me that she's been reviewing WTI's contract with the TCPN in an effort to determine our invoicing requirements for this project. She's been at this for more than a month. Moreover, this process started after WTI had begun work on this project and our first invoice had been submitted. While WTI understands that proper invoicing procedures and documentation are a must in today's business world but we do not believe that this review should be done after the fact and at a pace that has us on schedule to completely finish a $433,862.96 project without a single payment.

Should you have any questions regarding this information, please contact us for clarification. Thank you for your consideration and for the opportunity to assist you.

Respectfully,

Ivan Trinidad
itrinidad@tremcoinc.com

cc. Mona. R. Parras

Purchase Order

COUNTY OF HIDALGO

PO#: 614110

DATE: 12/09/08

Needed 12-01-08

VENDOR: 330485 REQ:00144355
FAX (216)292-5038 Email:
Phone:(216)292-5000
WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN RD
BEACHWOOD OH 44122
Vendor Acct:

BUYER:
SHIP TO: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

CONTACT:
SITE: GENERAL GOVERNMENT BUILDINGS
Contract No:

Special Instructions:
REQ 1484

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		TCPN CONTRACT NUMBER R4812		
1	EACH	ROOF REPLACEMENT SERVICES FOR THE MANSION	433,862.96	433,862.96
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		433,862.96
		**********		
		For Hidalgo County use only		
		8-1336-444-00-220-014-0-452 433,862.96		
		Approved		

Authorized by: Martha L. Salazar PW

INVOICE

TREMCO WEATHERPROOFING TECHNOLOGIES, INC.

TREMCO
3735 GREEN ROAD, BEACHWOOD, OH 44122-5730 (216)292-5000

RECEIPT OF THIS ORDER SHALL BE ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED ON THE FRONT AND BACK HEREOF. (V 6.20A1)

ACCOUNT NUMBER 6040795

SHIP TO
COUNTY OF HIDALGO
HUMAN SERVICES MISSION MANSION
2401 NORTH MOORFIELD ROAD
MISSION TX 78574

CHARGE TO
COUNTY OF HIDALGO
PO Box 1356
EDINBURG TX 78540

(PLEASE MAKE ANY CORRECTIONS TO ABOVE INFORMATION)
NO RETURN MERCHANDISE UNLESS AUTHORIZED BY OUR REPRESENTATIVE

INVOICE NO.	INVOICE DATE	DUE DATE
92101264	05/27/2009	06/26/2009

CUST. P.O.: 614110
ORDER NUMBER: 35008181
TERMS: Net 30
SHIPPED FROM:
SHIP DATE:
ROUTING - IF SPECIFIED:
DELIVERY NO.:

REPRESENTATIVES DAVE NABER, STEVEN LINSTEADT

FREIGHT (F.O.B.: SHIPPING POINT): PPA PREPAID AND ADD

QTY	FORMULA NO. AND DESCRIPTION	UNIT QTY	PRICE	AMOUNT
1	CONTRACTING /GENERAL CONTRACTING SERVICES COUNTY OF HIDALGO-130245 MISSION HUMAN SERVICES (La MANSION) ROOF REPLACEMENT PURCHASE ORDER #614110 PROGRESS BILLING #3: WTI INVOICE, AIA 702/703 5/27/2009 (DK) Service Order:9137386	1 EA		100,547.74

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 6/9/09 BY:

9-1336-444-00-220-014-0452

IF YOU WOULD PREFER TO RECEIVE YOUR INVOICES BY FAX INSTEAD OF MAIL, PLEASE CALL OUR OFFICE.

An RPM Company

LOCAL TAX	COUNTY TAX	STATE TAX
.00	.00	.00

SUBTOTAL	100,547.74
SALES TAX	0.00
SHIPPING	0.00
TOTAL DUE	100,547.74

ROSESH

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

COUNTY OF HIDALGO
PO Box 1356
EDINBURG TX 78540

ACCOUNT NUMBER: 6040795
CUST. P.O.: 614110
TERMS: Net 30

INVOICE NO.	INVOICE DATE
92101264	05/27/2009

SUBTOTAL	100,547.74
SALES TAX	0.00
SHIPPING	0.00
TOTAL DUE	100,547.74 USD

IF THIS ORDER IS SALES TAX EXEMPT AND WE HAVE CHARGED SALES TAX, MARK BOX AND RETURN A COMPLETED, SIGNED SALES TAX EXEMPTION CERTIFICATE WITH YOUR REMITTANCE. THANK YOU. ☐

COMMENTS: Mail check to address shown or call to pay by ACH. Check-by-Phone, Check-by-Fax, or wire transfer. Credit card accepted at time of purchase.

REMIT TO:
TREMCO
P.O. BOX 931111
CLEVELAND, OH 44193-0511

An RPM Company

Thank you for your payment. We appreciate your business.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: County of Hidalgo, Texas
3100 South Business 281
Edinburg, TX 78540
Attn:

PROJECT: Mission Mansion
PO #: 614110

APPLICATION NO: 3

PERIOD TO: 26-May-2009

Distribution to:
[ ] OWNER
[ ] ARCHITECT
[X] CONTRACTOR
[ ]
[ ]

CONTRACTOR: Weatherproofing Technologies,Inc. A Division of Tremco, Inc.
3735 Green Rd
Beachwood, OH 44122

PROJECT NO: 9137386

CONTRACT FOR: Roof Replacement

CONTRACT DATE: 04/24/07

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM			$ 433,862.96
2. Net change by Change Orders			$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$ 433,862.96
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 361,190.88
5. RETAINAGE:			
a. 10 % of Completed Work (Column D + E on G703)	$ 0.00		
b. 0 % of Stored Material (Column F on G703)	$ 0.00		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			$ 36,119.08
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 325,071.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 224,524.06
8. CURRENT PAYMENT DUE			$ 100,547.74
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$	108,791.16

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Weatherproofing Technologies, Inc.

By: Dennis M. Kolar Date: 5/28/09

State of: Ohio County of: Lorain

Subscribed and sworn to before me this 28 day of May 2009

Notary Public: Patricia L. Miller

My Commission expires: PATRICIA L. MILLER NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES MAR 14, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION - AIA® © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 6/10/09 BY:

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Project Name: Mission Mansion

APPLICATION NO: 3
APPLICATION DATE: 5/26/09
PERIOD TO: 5/31/09
PROJECT NO: 9137386

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Mobilization	$21,693.14	$21,693.14			$21,693.14	100.00%		$2,169.31
2	Tile Removal	$27,386.42	$27,386.42			$27,386.42	100.00%		$2,738.64
3	Base Sheet	$15,999.86	$15,999.86			$15,999.86	100.00%		$1,599.98
4	Metal Tile Roofing	$216,931.53	$86,772.60	$86,772.60		$173,545.20	80.00%	$43,386.33	$17,354.52
5	TPA Roofing	$86,772.59	$86,772.59			$86,772.59	100.00%		$8,677.26
9	Flashing	$21,693.14	$10,846.57	$8,677.25		$19,523.82	90.00%	$2,169.32	$1,952.38
7	Metal	$21,693.14		$16,269.85		$16,269.85	75.00%	$5,423.29	$1,626.99
8	Demobilization	$21,693.14					0.00%	$21,693.14	
	GRAND TOTALS	$433,862.96	$249,471.18	$111,719.70		$361,190.88	83.25%	$72,672.08	$36,119.08

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AI-16448 **21.A.7.**

Amendment-Contract No. C-08-371-09-23-Leonel Garza Jr. & Associates, Inc.
CC REGULAR

Date:	07/14/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending approval of an **AMENDMENT** to Contract No. C-08-371-09-23 with Leonel Garza Jr. & Associates for the provision of: Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County-owned Property" within Hidalgo County Precincts 2 & 4.

BACKGROUND

Amendment of Contract Page 1

Fiscal Impact

Attachments

Link: Amended-Contract Document

Link: Pct 2&4 Exp Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/10/2009 01:52 PM	APRV
2	Budget & Management	Erika Zamora	07/10/2009 03:19 PM	APRV
3	Erika Zamora	Erika Zamora	07/10/2009 04:47 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Letty Saenz — Started On: 07/09/2009 03:29 PM

Final Approval Date: 07/10/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
PROFESSIONAL SERVICE CONTRACT
C-08-371-09-23

This **AMENDMENT** to the **CONTRACT** between **LEONEL GARZA, JR. & ASSOCIATES, INC.,** (the "Appraiser") and **HIDALGO COUNTY** (the "County"), effective the **14th**-day of **July, 2009**, is made between the Appraiser and the County, (the "Amendment"), as follows:

WHEREAS, Appraiser and County entered into an Contract on September 23, 2008, in which the Appraiser agreed to provide professional services for: **"The Fair Market Value Appraisals in connection to the Acquisition of Land and Disposition of County owned Property"** located within **Hidalgo County Precinct Nos. 2 & 4**.(the "Project");

WHEREAS, due to a need to clarify the term **"Acquisition of Land"**, the parties now desire to amend the Projects in which the Appraiser may perform the services

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Appraiser and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Appraiser and County hereby agree to the following Amendment to the Contract:

1. **Section I** titled **Scope of Services** is hereby deleted in it's entirety and the following is inserted in lieu thereof;

   I. Scope of Services. Appraiser agrees to provide to County ***The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 2 and Hidalgo County Precinct No. 4 as*** shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser." ***In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County***

   Further, in the event that it is demonstrated by the Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Appraiser and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Leonel Garza, Jr. & Associates, Inc.

_____

Title:_____

Approved as to Form:
Atlas & Hall, L.L.P.

_____
Stephen L. Crain, Attorney

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
9-1100-432-00-122-001-0-719	PCT2 SANITATION-LAND	40,000.00	8,540.34	.00	.00	8,540.34	.00
001		**40,000.00**	**8,540.34**	**.00**	**.00**	**8,540.34**	**.00**
1100 GENERAL FUND		**40,000.00**	**8,540.34**	**.00**	**.00**	**8,540.34**	**.00**
1202 R&B PRECINCT 2							
006							
9-1202-431-00-122-006-0-339	PCT2 P/U RD-OTHER PROF SRV	22,550.00	50.00	.00	.00	50.00	.00
9-1202-431-00-122-006-0-711	PCT2 P/U RD-ROW	110,000.00	469,400.00	165,400.00	28.00	303,972.00	35.24
006		**132,550.00**	**469,450.00**	**165,400.00**	**28.00**	**304,022.00**	**35.24**
026							
9-1202-431-00-122-026-0-711	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROW	10,000.00	10,000.00	.00	.00	10,000.00	.00
026		**10,000.00**	**10,000.00**	**.00**	**.00**	**10,000.00**	**.00**
027							
9-1202-431-00-122-027-0-711	PCT2 TOWER RD(MOORE-BALLI)-ROW	25,200.00	71,850.00	16,650.00	.00	55,200.00	23.17
027		**25,200.00**	**71,850.00**	**16,650.00**	**.00**	**55,200.00**	**23.17**
034							
9-1202-431-00-122-034-0-711	PCT2 DRAIN IMPRV PRJ-ROW	.00	145,000.00	.00	18,300.00	126,700.00	12.62
9-1202-431-00-122-034-0-719	PCT2 DRAIN IMPRV PRJ-LAND	.00	15,000.00	.00	.00	15,000.00	.00
034		**.00**	**160,000.00**	**.00**	**18,300.00**	**141,700.00**	**11.44**
035							
9-1202-431-00-122-035-0-711	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROW	.00	5,100.00	5,100.00	.00	.00	100.00
035		**.00**	**5,100.00**	**5,100.00**	**.00**	**.00**	**100.00**
1202 R&B PRECINCT 2		**167,750.00**	**716,400.00**	**187,150.00**	**18,328.00**	**510,922.00**	**28.68**
1204 R&B PRECINCT 4							
007							
9-1204-431-00-124-007-0-339	PCT4 P/U RD-OTHER PROF SRV	5,000.00	6,696.18	1,196.18	.00	5,500.00	17.86
007		**5,000.00**	**6,696.18**	**1,196.18**	**.00**	**5,500.00**	**17.86**
036							
9-1204-431-00-124-036-0-711	PCT4 DRAIN IMPRV PRJ-ROW	.00	35,550.00	.00	.00	35,550.00	.00
9-1204-431-00-124-036-0-719	PCT4 DRAIN IMPRV PRJ-LAND	.00	158,494.40	1,555.00	24,653.07	132,286.33	16.54
036		**.00**	**194,044.40**	**1,555.00**	**24,653.07**	**167,836.33**	**13.51**
401							
9-1204-431-00-124-401-0-711	PCT4 LAKEVIEW SUBVISION-ROW	.00	50,000.00	50,000.00	.00	.00	100.00
401		**.00**	**50,000.00**	**50,000.00**	**.00**	**.00**	**100.00**
1204 R&B PRECINCT 4		**5,000.00**	**250,740.58**	**52,751.18**	**24,653.07**	**173,336.33**	**30.87**
1212 PARKS PRECINCT 2							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1212 PARKS PRECINCT 2							
008							
9-1212-452-00-122-008-0-339	PCT2 PARKS-OTHER PROF SRV	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1212-452-00-122-008-0-711	PCT2 PARKS-ROW	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1212-452-00-122-008-0-719	PCT2 PARKS-LAND	12,500.00	12,500.00	.00	.00	12,500.00	.00
008		**14,500.00**	**14,500.00**	**.00**	**.00**	**14,500.00**	**.00**
1212 PARKS PRECINCT 2		**14,500.00**	**14,500.00**	**.00**	**.00**	**14,500.00**	**.00**
1310 BORDER COLONIA ACCESS PROGRAM							
068							
9-1310-431-00-122-068-0-339	PCT.2-ARCO IRIS 2/LIB LOOP N-OTHER PROF	.00	180.90	.00	180.90	.00	100.00
068		**.00**	**180.90**	**.00**	**180.90**	**.00**	**100.00**
072							
9-1310-431-00-122-072-0-339	PCT.2-PALMAS/JESINIA-OTHER PROF SRV	.00	1,332.17	.00	718.05	614.12	53.90
072		**.00**	**1,332.17**	**.00**	**718.05**	**614.12**	**53.90**
073							
9-1310-431-00-122-073-0-339	PCT.2-LOPEZVILLE/KENNEDY-OTHER PROF SRV	.00	2,726.56	.00	.00	2,726.56	.00
073		**.00**	**2,726.56**	**.00**	**.00**	**2,726.56**	**.00**
074							
9-1310-431-00-122-074-0-339	PCT.2-LOPEZVILLE/PUEBLO-OTHER PROF SRV	.00	1,817.43	.00	321.51	1,495.92	17.69
074		**.00**	**1,817.43**	**.00**	**321.51**	**1,495.92**	**17.69**
075							
9-1310-431-00-122-075-0-339	PCT.2-LOPEZVILLE/WATER-OTHER PROF SRV	.00	3,601.81	.00	.00	3,601.81	.00
075		**.00**	**3,601.81**	**.00**	**.00**	**3,601.81**	**.00**
076							
9-1310-431-00-122-076-0-339	PCT.2-LOPEZVILLE/CHURCH-OTHER PROF SRV	.00	2,257.79	321.51	554.09	1,382.19	38.78
076		**.00**	**2,257.79**	**321.51**	**554.09**	**1,382.19**	**38.78**
077							
9-1310-431-00-122-077-0-339	PCT.2-PRIMAVERA 2/JENICA E-OTHER PROF SR	.00	2,002.44	.00	963.38	1,039.06	48.11
077		**.00**	**2,002.44**	**.00**	**963.38**	**1,039.06**	**48.11**
078							
9-1310-431-00-122-078-0-339	PCT.2-PRIMAVERA 2/JENICA W-OTHER PROF SR	.00	2,909.21	.00	.00	2,909.21	.00
078		**.00**	**2,909.21**	**.00**	**.00**	**2,909.21**	**.00**
079							
9-1310-431-00-122-079-0-339	PCT.2-PRIMAVERA 2/JESSICA-OTHER PROF SRV	.00	2,071.97	.00	.00	2,071.97	.00
079		**.00**	**2,071.97**	**.00**	**.00**	**2,071.97**	**.00**
080							
9-1310-431-00-122-080-0-339	PCT.2-PRIMAVERA 2/ROSIE-OTHER PROF SRV	.00	1,766.86	.00	.00	1,766.86	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
080							
080		**.00**	**1,766.86**	**.00**	**.00**	**1,766.86**	**.00**
490							
9-1310-431-00-122-490-0-339	PCT.2-ALAMO ORCHARDS-OTHER PROF SRV	.00	2,410.09	.00	550.90	1,859.19	22.86
490		**.00**	**2,410.09**	**.00**	**550.90**	**1,859.19**	**22.86**
496							
9-1310-431-00-122-496-0-339	PCT.2-CAMPO ALTO/VISTA CIR E-OTHER PROF	.00	1,375.15	.00	.00	1,375.15	.00
496		**.00**	**1,375.15**	**.00**	**.00**	**1,375.15**	**.00**
497							
9-1310-431-00-122-497-0-339	PCT.2-CAMPO ALTO/VISTA CIR W-OTHER PROF	.00	1,883.90	.00	.00	1,883.90	.00
497		**.00**	**1,883.90**	**.00**	**.00**	**1,883.90**	**.00**
520							
9-1310-431-00-122-520-0-339	PCT.2-PLUMOSA VILLAGE-OTHER PROF SRV	.00	2,972.10	.00	.00	2,972.10	.00
520		**.00**	**2,972.10**	**.00**	**.00**	**2,972.10**	**.00**
535							
9-1310-431-00-122-535-0-339	PCT.2-S TOWER EST/SAN ANGELO-OTHER PROF	.00	5,146.08	.00	75.00	5,071.08	1.46
535		**.00**	**5,146.08**	**.00**	**75.00**	**5,071.08**	**1.46**
536							
9-1310-431-00-122-536-0-339	PCT.2-S TOWER EST/SAN DIEGO-OTHER PROF S	.00	2,266.47	.00	.00	2,266.47	.00
536		**.00**	**2,266.47**	**.00**	**.00**	**2,266.47**	**.00**
543							
9-1310-431-00-122-543-0-339	PCT.2-TIERRA BONITA/MARIE CIR N-OTHER PR	.00	1,571.86	.00	961.78	610.08	61.19
543		**.00**	**1,571.86**	**.00**	**961.78**	**610.08**	**61.19**
544							
9-1310-431-00-122-544-0-339	PCT.2-TIERRA BONITA/MARIE CIR S-OTHER PR	.00	3,488.87	.00	1,175.31	2,313.56	33.69
544		**.00**	**3,488.87**	**.00**	**1,175.31**	**2,313.56**	**33.69**
547							
9-1310-431-00-122-547-0-339	PCT.2-WHITEWING/DOVE-OTHER PROF SRV	.00	2,751.80	.00	127.59	2,624.21	4.64
547		**.00**	**2,751.80**	**.00**	**127.59**	**2,624.21**	**4.64**
548							
9-1310-431-00-122-548-0-339	PCT.2-WHITEWING/PELICAN-OTHER PROF SRV	.00	3,477.51	.00	127.59	3,349.92	3.67
548		**.00**	**3,477.51**	**.00**	**127.59**	**3,349.92**	**3.67**
092							
9-1310-431-00-124-092-0-339	PCT.4-EL SECO/NADIA-OTHER PROF SRV	.00	253.29	253.29	.00	.00	100.00
092		**.00**	**253.29**	**253.29**	**.00**	**.00**	**100.00**
093							
9-1310-431-00-124-093-0-339	PCT.4-EL SECO/OKEECHOBEE-OTHER PROF SRV	.00	123.86	123.86	.00	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
093							
093		**.00**	**123.86**	**123.86**	**.00**	**.00**	**100.00**
103							
9-1310-431-00-124-103-0-339	PCT.4-MEADOW LANDS/TERRY-OTHER PROF SRV	.00	611.93	610.65	.00	1.28	99.79
103		**.00**	**611.93**	**610.65**	**.00**	**1.28**	**99.79**
104							
9-1310-431-00-124-104-0-339	PCT.4-MEADOW LANDS/MEADOW-OTHER PROF SRV	.00	466.59	466.59	.00	.00	100.00
104		**.00**	**466.59**	**466.59**	**.00**	**.00**	**100.00**
105							
9-1310-431-00-124-105-0-339	PCT.4-MEADOW LANDS/PRARIE-OTHER PROF SRV	.00	364.09	364.09	.00	.00	100.00
105		**.00**	**364.09**	**364.09**	**.00**	**.00**	**100.00**
106							
9-1310-431-00-124-106-0-339	PCT.4-MURILLO/NORTH-OTHER PROF SRV	.00	89.91	89.91	.00	.00	100.00
106		**.00**	**89.91**	**89.91**	**.00**	**.00**	**100.00**
107							
9-1310-431-00-124-107-0-339	PCT.4-MURILLO/SOUTH-OTHER PROF SRV	.00	165.72	165.72	.00	.00	100.00
107		**.00**	**165.72**	**165.72**	**.00**	**.00**	**100.00**
111							
9-1310-431-00-124-111-0-339	PCT.4-SANDY/FIRST-OTHER PROF SRV	.00	18.18	.00	.00	18.18	.00
111		**.00**	**18.18**	**.00**	**.00**	**18.18**	**.00**
112							
9-1310-431-00-124-112-0-339	PCT.4-SANDY/SECOND-OTHER PROF SRV	.00	838.72	.00	.00	838.72	.00
112		**.00**	**838.72**	**.00**	**.00**	**838.72**	**.00**
113							
9-1310-431-00-124-113-0-339	PCT.4-SEMINARY EST-OTHER PROF SRV	.00	353.63	353.63	.00	.00	100.00
113		**.00**	**353.63**	**353.63**	**.00**	**.00**	**100.00**
114							
9-1310-431-00-124-114-0-339	PCT.4-SIMPATICO ACRES-OTHER PROF SRV	.00	9.00	.00	.00	9.00	.00
114		**.00**	**9.00**	**.00**	**.00**	**9.00**	**.00**
115							
9-1310-431-00-124-115-0-339	PCT.4-SUMMERWOOD/ALBERTO-OTHER PROF SRV	.00	76.80	76.80	.00	.00	100.00
115		**.00**	**76.80**	**76.80**	**.00**	**.00**	**100.00**
116							
9-1310-431-00-124-116-0-339	PCT.4-SUMMERWOOD/BERMEA-OTHER PROF SRV	.00	130.36	.00	.00	130.36	.00
116		**.00**	**130.36**	**.00**	**.00**	**130.36**	**.00**
117							
9-1310-431-00-124-117-0-339	PCT.4-TOWNE EAST-OTHER PROF SRV	.00	13.00	13.00	.00	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
117							
117		**.00**	**13.00**	**13.00**	**.00**	**.00**	**100.00**
459							
9-1310-431-00-124-459-0-339	PCT.4-RANCHO NUEVO/E BARRADA-OTHER PROF	.00	474.47	448.79	.00	25.68	94.59
459		**.00**	**474.47**	**448.79**	**.00**	**25.68**	**94.59**
460							
9-1310-431-00-124-460-0-339	PCT.4-RANCHO NUEVO/N BARRADA-OTHER PROF	.00	262.37	262.37	.00	.00	100.00
460		**.00**	**262.37**	**262.37**	**.00**	**.00**	**100.00**
1310 BORDER COLONIA ACCESS PROGRAM		**.00**	**52,262.89**	**3,550.21**	**5,756.10**	**42,956.58**	**17.81**
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
199							
9-1311-431-00-122-199-1-339	COUNTRY LIVING ESTATES-OTHER PROF SRV	.00	2,054.70	.00	.00	2,054.70	.00
199		**.00**	**2,054.70**	**.00**	**.00**	**2,054.70**	**.00**
240							
9-1311-431-00-122-240-1-339	EL CHARRO #2-OTHER PROF SRV	.00	5,292.75	5,292.75	.00	.00	100.00
240		**.00**	**5,292.75**	**5,292.75**	**.00**	**.00**	**100.00**
252							
9-1311-431-00-122-252-0-339	ELDORA GARDENS-OTHER PROF SRV	.00	102.17	102.17	.00	.00	100.00
252		**.00**	**102.17**	**102.17**	**.00**	**.00**	**100.00**
253							
9-1311-431-00-122-253-0-339	SANTANA SUBD/ELDORA RD-OTHER PROF SRV	.00	2,962.24	.00	.00	2,962.24	.00
253		**.00**	**2,962.24**	**.00**	**.00**	**2,962.24**	**.00**
365							
9-1311-431-00-122-365-0-339	LJ #1-OTHER PROF SRV	.00	10.03	.00	.00	10.03	.00
365		**.00**	**10.03**	**.00**	**.00**	**10.03**	**.00**
406							
9-1311-431-00-122-406-1-339	LAS BRISAS-OTHER PROF SRV	.00	11,596.56	.00	.00	11,596.56	.00
406		**.00**	**11,596.56**	**.00**	**.00**	**11,596.56**	**.00**
412							
9-1311-431-00-122-412-0-339	LAS HACIENDAS-OTHER PROF SRV	.00	67.64	67.64	.00	.00	100.00
412		**.00**	**67.64**	**67.64**	**.00**	**.00**	**100.00**
484							
9-1311-431-00-122-484-1-339	MORNING SUN-OTHER PROF SRV	.00	1,285.25	1,285.25	.00	.00	100.00
484		**.00**	**1,285.25**	**1,285.25**	**.00**	**.00**	**100.00**
494							
9-1311-431-00-122-494-1-339	NORTH ALAMO VILLAGE-OTHER PROF SRV	.00	1,490.29	1,226.59	263.70	.00	100.00
494		**.00**	**1,490.29**	**1,226.59**	**263.70**	**.00**	**100.00**

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							
503							
9-1311-431-00-122-503-1-339	NORTHSIDE VILLAGE #2-OTHER PROF SRV	.00	1,054.86	32.39	.00	1,022.47	3.07
503		**.00**	**1,054.86**	**32.39**	**.00**	**1,022.47**	**3.07**
557							
9-1311-431-00-122-557-1-339	PENTECOSTAL-OTHER PROF SRV	.00	1,220.95	1,220.95	.00	.00	100.00
557		**.00**	**1,220.95**	**1,220.95**	**.00**	**.00**	**100.00**
568							
9-1311-431-00-122-568-0-339	PRIMAVERA I-OTHER PROF SRV	.00	904.48	.00	813.09	91.39	89.90
568		**.00**	**904.48**	**.00**	**813.09**	**91.39**	**89.90**
596							
9-1311-431-00-122-596-0-339	RANCHO ESCONDIDO-OTHER PROF SRV	.00	3,701.40	.00	.00	3,701.40	.00
596		**.00**	**3,701.40**	**.00**	**.00**	**3,701.40**	**.00**
605							
9-1311-431-00-122-605-1-339	RED BARN-OTHER PROF SRV	.00	429.74	429.74	.00	.00	100.00
605		**.00**	**429.74**	**429.74**	**.00**	**.00**	**100.00**
620							
9-1311-431-00-122-620-0-339	ROADRUNNER #2-OTHER PROF SRV	.00	5,581.85	891.46	4,690.39	.00	100.00
620		**.00**	**5,581.85**	**891.46**	**4,690.39**	**.00**	**100.00**
683							
9-1311-431-00-122-683-0-339	SOUTH FORK ESTATES-OTHER PROF SRV	.00	1,381.48	847.37	534.11	.00	100.00
683		**.00**	**1,381.48**	**847.37**	**534.11**	**.00**	**100.00**
693							
9-1311-431-00-122-693-0-339	SOUTH SIDE VILLAGE-OTHER PROF SRV	.00	1.45	1.45	.00	.00	100.00
693		**.00**	**1.45**	**1.45**	**.00**	**.00**	**100.00**
740							
9-1311-431-00-122-740-0-339	TINY ACRES-OTHER PROF SRV	.00	4,114.38	4,114.38	.00	.00	100.00
740		**.00**	**4,114.38**	**4,114.38**	**.00**	**.00**	**100.00**
767							
9-1311-431-00-122-767-1-339	VAL BAR ESTATES-OTHER PROF SRV	.00	859.66	859.66	.00	.00	100.00
767		**.00**	**859.66**	**859.66**	**.00**	**.00**	**100.00**
070							
9-1311-431-00-124-070-0-339	BAR VI-OTHER PROF SRV	.00	384.17	376.87	.00	7.30	98.10
070		**.00**	**384.17**	**376.87**	**.00**	**7.30**	**98.10**
128							
9-1311-431-00-124-128-0-339	CALMA ESTATES-OTHER PROF SRV	.00	438.64	438.64	.00	.00	100.00
128		**.00**	**438.64**	**438.64**	**.00**	**.00**	**100.00**
129							

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							
129							
9-1311-431-00-124-129-0-339	CALMA ESTATES #2-OTHER PROF SRV	.00	748.85	748.85	.00	.00	100.00
129		**.00**	**748.85**	**748.85**	**.00**	**.00**	**100.00**
130							
9-1311-431-00-124-130-0-339	CALMA ESTATES #3-OTHER PROF SRV	.00	744.68	286.67	.00	458.01	38.50
130		**.00**	**744.68**	**286.67**	**.00**	**458.01**	**38.50**
155							
9-1311-431-00-124-155-0-339	CITRUS CITY LAKE-OTHER PROF SRV	.00	138.90	.00	.00	138.90	.00
155		**.00**	**138.90**	**.00**	**.00**	**138.90**	**.00**
167							
9-1311-431-00-124-167-0-339	COLONIA BIG 5-OTHER PROF SRV	.00	6,133.62	6,097.32	.00	36.30	99.41
167		**.00**	**6,133.62**	**6,097.32**	**.00**	**36.30**	**99.41**
363							
9-1311-431-00-124-363-1-339	L & R GARZA-OTHER PROF SRV	.00	622.29	602.29	.00	20.00	96.79
363		**.00**	**622.29**	**602.29**	**.00**	**20.00**	**96.79**
482							
9-1311-431-00-124-482-0-339	MORNING SIDE ESTATES-OTHER PROF SRV	.00	288.61	11.60	.00	277.01	4.02
482		**.00**	**288.61**	**11.60**	**.00**	**277.01**	**4.02**
541							
9-1311-431-00-124-541-0-339	PALMA S/D #1-OTHER PROF SRV	.00	1,516.73	1,516.73	.00	.00	100.00
541		**.00**	**1,516.73**	**1,516.73**	**.00**	**.00**	**100.00**
543							
9-1311-431-00-124-543-0-339	PALMA S/D #2-OTHER PROF SRV	.00	1,413.21	1,413.21	.00	.00	100.00
543		**.00**	**1,413.21**	**1,413.21**	**.00**	**.00**	**100.00**
585							
9-1311-431-00-124-585-1-339	RAMBO ESTATES-OTHER PROF SRV	.00	606.02	206.02	.00	400.00	34.00
585		**.00**	**606.02**	**206.02**	**.00**	**400.00**	**34.00**
612							
9-1311-431-00-124-612-0-339	RENA RAE S/D-OTHER PROF SRV	.00	512.68	512.68	.00	.00	100.00
612		**.00**	**512.68**	**512.68**	**.00**	**.00**	**100.00**
785							
9-1311-431-00-124-785-0-339	VILLA DEL MUNDO-OTHER PROF SRV	.00	4,918.40	4,882.10	.00	36.30	99.26
785		**.00**	**4,918.40**	**4,882.10**	**.00**	**36.30**	**99.26**
793							
9-1311-431-00-124-793-0-339	WARE COUNTY-OTHER PROF SRV	.00	397.60	.00	.00	397.60	.00
793		**.00**	**397.60**	**.00**	**.00**	**397.60**	**.00**
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2		**.00**	**62,976.28**	**33,464.78**	**6,301.29**	**23,210.21**	**63.14**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
154							
9-1312-431-00-122-154-0-339	CITRIANA VILLAGE SUBD-OTHER PROF SRVS	.00	14,119.46	.00	.00	14,119.46	.00
154		**.00**	**14,119.46**	**.00**	**.00**	**14,119.46**	**.00**
262							
9-1312-431-00-122-262-0-339	ESPERANZA ESTATES SUBD-OTHER PROF SRVS	.00	5,933.65	5,933.65	.00	.00	100.00
262		**.00**	**5,933.65**	**5,933.65**	**.00**	**.00**	**100.00**
413							
9-1312-431-00-122-413-0-339	LAS MILPAS SUBD-OTHER PROF SRVS	.00	5,538.89	.00	.00	5,538.89	.00
413		**.00**	**5,538.89**	**.00**	**.00**	**5,538.89**	**.00**
454							
9-1312-431-00-122-454-0-339	MCCOLL ESTATES SUBD-OTHER PROF SRVS	.00	5,290.35	.00	.00	5,290.35	.00
454		**.00**	**5,290.35**	**.00**	**.00**	**5,290.35**	**.00**
460							
9-1312-431-00-122-460-1-339	MESQUITE ACRES SUBD-OTHER PROF SRVS	.00	6,578.71	6,578.71	.00	.00	100.00
460		**.00**	**6,578.71**	**6,578.71**	**.00**	**.00**	**100.00**
465							
9-1312-431-00-122-465-1-339	MILLER RESUB LOT A SUBD -OTHER PROF SRVS	.00	4,022.87	4,022.87	.00	.00	100.00
465		**.00**	**4,022.87**	**4,022.87**	**.00**	**.00**	**100.00**
596							
9-1312-431-00-122-596-0-339	RANCHO ESCONDIDO SUBD-OTHER PROF SRVS	.00	13,245.15	13,245.15	.00	.00	100.00
596		**.00**	**13,245.15**	**13,245.15**	**.00**	**.00**	**100.00**
890							
9-1312-431-00-122-890-0-339	LOS ENCINOS #1 SUBD-OTHER PROF SRVS	.00	2,491.29	2,490.68	.00	.61	99.98
890		**.00**	**2,491.29**	**2,490.68**	**.00**	**.61**	**99.98**
891							
9-1312-431-00-122-891-0-339	LOS ENCINOS #2 SUBD-OTHER PROF SRVS	.00	6,419.41	6,403.21	.00	16.20	99.75
891		**.00**	**6,419.41**	**6,403.21**	**.00**	**16.20**	**99.75**
900							
9-1312-431-00-122-900-0-339	MORNINGSIDE SOUTH SUBD-OTHER PROF SRVS	.00	10,545.44	10,545.44	.00	.00	100.00
900		**.00**	**10,545.44**	**10,545.44**	**.00**	**.00**	**100.00**
937							
9-1312-431-00-122-937-0-339	ALDAMAS SUBD 1 & 2-OTHER PROF SERVICE	.00	15,120.44	.00	.00	15,120.44	.00
937		**.00**	**15,120.44**	**.00**	**.00**	**15,120.44**	**.00**
940							
9-1312-431-00-122-940-0-339	SUNDOWNERS RTMNT CTR SUB-OTHER PROF SRVS	.00	6,180.67	6,180.67	.00	.00	100.00
940		**.00**	**6,180.67**	**6,180.67**	**.00**	**.00**	**100.00**
274							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
274							
9-1312-431-00-124-274-0-339	FOSTER SUBDIVISION-OTHER PROF SERVICES	.00	3,888.78	3,888.78	.00	.00	100.00
274		**.00**	**3,888.78**	**3,888.78**	**.00**	**.00**	**100.00**
300							
9-1312-431-00-124-300-0-339	HACIENDA DE LOS VEGAS-OTHER PROF SERVICE	.00	3,175.69	3,175.69	.00	.00	100.00
300		**.00**	**3,175.69**	**3,175.69**	**.00**	**.00**	**100.00**
329							
9-1312-431-00-124-329-0-339	HOEN DRIVE SUBD-OTHER PROFESSIONAL SRVS	.00	15,995.79	15,995.79	.00	.00	100.00
329		**.00**	**15,995.79**	**15,995.79**	**.00**	**.00**	**100.00**
401							
9-1312-431-00-124-401-0-339	LAKEVIEW SUBDIVISION-OTHER PROF SERVICES	.00	13,209.00	13,209.00	.00	.00	100.00
401		**.00**	**13,209.00**	**13,209.00**	**.00**	**.00**	**100.00**
406							
9-1312-431-00-124-406-0-339	LAS BRISAS-OTHER PROFESSIONAL SERVICES	.00	6,212.50	6,212.50	.00	.00	100.00
406		**.00**	**6,212.50**	**6,212.50**	**.00**	**.00**	**100.00**
657							
9-1312-431-00-124-657-0-339	SEMINARY VILLAGE SUBD-OTHER PROF SRVS	.00	5,999.00	5,999.00	.00	.00	100.00
657		**.00**	**5,999.00**	**5,999.00**	**.00**	**.00**	**100.00**
752							
9-1312-431-00-124-752-0-339	TRENTON TERRACE-OTHER PROF SERVICES	.00	9,654.40	9,654.40	.00	.00	100.00
752		**.00**	**9,654.40**	**9,654.40**	**.00**	**.00**	**100.00**
844							
9-1312-431-00-124-844-0-339	COL ESPERANZA #1-OTHER PROF SERVICES	.00	2,667.63	2,667.63	.00	.00	100.00
844		**.00**	**2,667.63**	**2,667.63**	**.00**	**.00**	**100.00**
882							
9-1312-431-00-124-882-0-339	LA FLOR ESTATES-OTHER PROF SERVICES	.00	2,606.84	2,606.84	.00	.00	100.00
882		**.00**	**2,606.84**	**2,606.84**	**.00**	**.00**	**100.00**
883							
9-1312-431-00-124-883-0-339	LA FLOR GARDENS-OTHER PROF SERVICES	.00	2,606.84	2,606.84	.00	.00	100.00
883		**.00**	**2,606.84**	**2,606.84**	**.00**	**.00**	**100.00**
886							
9-1312-431-00-124-886-0-339	LABORSITA-OTHER PROF SERVICES	.00	1,701.84	1,701.84	.00	.00	100.00
886		**.00**	**1,701.84**	**1,701.84**	**.00**	**.00**	**100.00**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**163,204.64**	**123,118.69**	**.00**	**40,085.95**	**75.44**
1315 TXDOT PROJECTS							
016							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1315 TXDOT PROJECTS							
016							
9-1315-431-00-122-016-0-711	TXDOT-"I" ROAD-ROW	.00	181,945.30	9,296.70	.00	172,648.60	5.11
016		**.00**	**181,945.30**	**9,296.70**	**.00**	**172,648.60**	**5.11**
028							
9-1315-431-00-122-028-0-711	TXDOT-S. MCCOLL ROAD-ROW	.00	68,663.59	.00	.00	68,663.59	.00
028		**.00**	**68,663.59**	**.00**	**.00**	**68,663.59**	**.00**
022							
9-1315-431-00-124-022-0-711	TXDOT-CR344 12TH ST BRIDGE-ROW	.00	1,300.00	.00	.00	1,300.00	.00
022		**.00**	**1,300.00**	**.00**	**.00**	**1,300.00**	**.00**
023							
9-1315-431-00-124-023-0-711	TXDOT-PCT4-"I" RD(OWASSA-US281)-ROW	.00	5,200.61	.00	5,000.00	200.61	96.14
023		**.00**	**5,200.61**	**.00**	**5,000.00**	**200.61**	**96.14**
023							
9-1315-431-30-122-023-0-711	TXDOT-CR790-ROW	.00	4,247.00	1,050.00	.00	3,197.00	24.72
023		**.00**	**4,247.00**	**1,050.00**	**.00**	**3,197.00**	**24.72**
029							
9-1315-431-50-122-029-0-711	TXDOT-FM 907 OUTFALL CHANNEL-ROW	.00	262,022.00	.00	.00	262,022.00	.00
029		**.00**	**262,022.00**	**.00**	**.00**	**262,022.00**	**.00**
1315 TXDOT PROJECTS		**.00**	**523,378.50**	**10,346.70**	**5,000.00**	**508,031.80**	**2.93**
1334 CERT OF OBLIG,SERIES 2004							
021							
9-1334-431-00-122-021-0-719	CO,2004-PCT2-LAND	.00	21,429.09	10,600.00	798.30	10,030.79	53.19
021		**.00**	**21,429.09**	**10,600.00**	**798.30**	**10,030.79**	**53.19**
1334 CERT OF OBLIG,SERIES 2004		**.00**	**21,429.09**	**10,600.00**	**798.30**	**10,030.79**	**53.19**
1336 CERT OF OBLIG,SERIES 2006							
030							
9-1336-431-00-124-030-0-711	CO,2006-PCT4 10TH ST(SH107-FM1925)-ROW	.00	73,352.40	36,828.00	24,583.69	11,940.71	83.72
030		**.00**	**73,352.40**	**36,828.00**	**24,583.69**	**11,940.71**	**83.72**
1336 CERT OF OBLIG,SERIES 2006		**.00**	**73,352.40**	**36,828.00**	**24,583.69**	**11,940.71**	**83.72**
1339 CERT OF OBLIG,SERIES 2009							
038							
9-1339-431-00-122-038-0-711	CO2009-PCT2 LJ DRAIN(S OF OWASSA)-ROW	.00	59,500.00	50,700.00	4,800.00	4,000.00	93.28
038		**.00**	**59,500.00**	**50,700.00**	**4,800.00**	**4,000.00**	**93.28**
039							
9-1339-431-00-122-039-0-711	CO2009-PCT2 CESAR CHVZ(1M E TOWER)-ROW	.00	38,000.00	31,250.00	2,250.00	4,500.00	88.16
039		**.00**	**38,000.00**	**31,250.00**	**2,250.00**	**4,500.00**	**88.16**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1339 CERT OF OBLIG,SERIES 2009							
040							
9-1339-431-00-122-040-0-711	CO2009-PCT2 SOUTHFORK ESTATES-ROW	.00	126,200.00	20,900.00	.00	105,300.00	16.56
040		**.00**	**126,200.00**	**20,900.00**	**.00**	**105,300.00**	**16.56**
045							
9-1339-431-00-122-045-0-719	CO2009-PCT2 LJ POND-LAND	.00	115,000.00	24,000.00	.00	91,000.00	20.87
045		**.00**	**115,000.00**	**24,000.00**	**.00**	**91,000.00**	**20.87**
038							
9-1339-431-00-124-038-0-719	CO2009-PCT4 AGUILAR POND-LAND	.00	575,311.15	.00	574,124.15	1,187.00	99.79
038		**.00**	**575,311.15**	**.00**	**574,124.15**	**1,187.00**	**99.79**
039							
9-1339-431-00-124-039-0-719	CO2009-PCT4 FIKE POND-LAND	.00	926,495.01	.00	900,100.24	26,394.77	97.15
039		**.00**	**926,495.01**	**.00**	**900,100.24**	**26,394.77**	**97.15**
040							
9-1339-431-00-124-040-0-711	CO2009-PCT4 ALAMO ACRES-ROW	.00	15,025.00	.00	14,979.00	46.00	99.69
9-1339-431-00-124-040-0-719	CO2009-PCT4 ALAMO ACRES-LAND	.00	2,500.00	.00	.00	2,500.00	.00
040		**.00**	**17,525.00**	**.00**	**14,979.00**	**2,546.00**	**85.47**
041							
9-1339-431-00-124-041-0-711	CO2009-PCT4 DAMIAN ACRES-ROW	.00	18,090.00	3,400.00	11,590.00	3,100.00	82.86
041		**.00**	**18,090.00**	**3,400.00**	**11,590.00**	**3,100.00**	**82.86**
043							
9-1339-431-00-124-043-0-711	CO2009-PCT4 KAYLEN HEIGHTS-ROW	.00	5,250.00	.00	.00	5,250.00	.00
9-1339-431-00-124-043-0-719	CO2009-PCT4 KAYLEN HEIGHTS-LAND	.00	1,000.00	.00	.00	1,000.00	.00
043		**.00**	**6,250.00**	**.00**	**.00**	**6,250.00**	**.00**
048							
9-1339-431-00-124-048-0-719	CO2009-PCT4 DIKERSON POND-LAND	.00	2,526,450.00	9,100.00	16,600.00	2,500,750.00	1.02
048		**.00**	**2,526,450.00**	**9,100.00**	**16,600.00**	**2,500,750.00**	**1.02**
050							
9-1339-431-00-124-050-0-719	CO2009-PCT4 SAN CARLOS DRAIN-LAND	.00	7,500.00	.00	.00	7,500.00	.00
050		**.00**	**7,500.00**	**.00**	**.00**	**7,500.00**	**.00**
052							
9-1339-431-00-124-052-0-719	CO2009-PCT4 CURRY DRAIN-LAND	.00	2,500.00	.00	.00	2,500.00	.00
052		**.00**	**2,500.00**	**.00**	**.00**	**2,500.00**	**.00**
054							
9-1339-431-00-124-054-0-711	CO2009-PCT4 ALAMO BRISAS PRJ-ROW	.00	24,479.00	350.00	22,040.00	2,089.00	91.47
054		**.00**	**24,479.00**	**350.00**	**22,040.00**	**2,089.00**	**91.47**
060							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1339 CERT OF OBLIG,SERIES 2009							
060							
9-1339-431-00-124-060-0-719	CO2009-PCT4 GUERRA POND-LAND	.00	295,458.50	.00	.00	295,458.50	.00
060		**.00**	**295,458.50**	**.00**	**.00**	**295,458.50**	**.00**
062							
9-1339-431-00-124-062-0-719	CO2009-PCT4 VERLECRAY CURRY RD POND-LAND	.00	139,950.00	4,200.00	.00	135,750.00	3.00
062		**.00**	**139,950.00**	**4,200.00**	**.00**	**135,750.00**	**3.00**
063							
9-1339-431-00-124-063-0-719	CO2009-PCT4 VERLECRAY CURVE RD POND-LAND	.00	124,950.00	4,200.00	.00	120,750.00	3.36
063		**.00**	**124,950.00**	**4,200.00**	**.00**	**120,750.00**	**3.36**
1339 CERT OF OBLIG,SERIES 2009		**.00**	**5,003,658.66**	**148,100.00**	**1,546,483.39**	**3,309,075.27**	**33.87**
9 YEAR		**227,250.00**	**6,890,443.38**	**605,909.56**	**1,631,903.84**	**4,652,629.98**	**32.48**

AI-16377 **21.A.8.**

Requesting authority to Re-name Subdivision Plat for Pct 2 Offices.
CC REGULAR

Date:	07/14/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authorization and approval to rename part of the Kelly-Pharr Subdivision Plat for Hidalgo County Precinct No. 2 New Offices with proposed new name: "Precinct No. 2 Office Complex Subdivision" as proposed by project engineer R. Gutierrez Engineering Corp.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1334-431-00-122-021-0-720

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

BUDGETARY IMPACT:

Available balance as of 07/09/09.

*If approved by the City of Pharr, recording fees would need to be paid.

Attachments

Link: Subdivision Plat

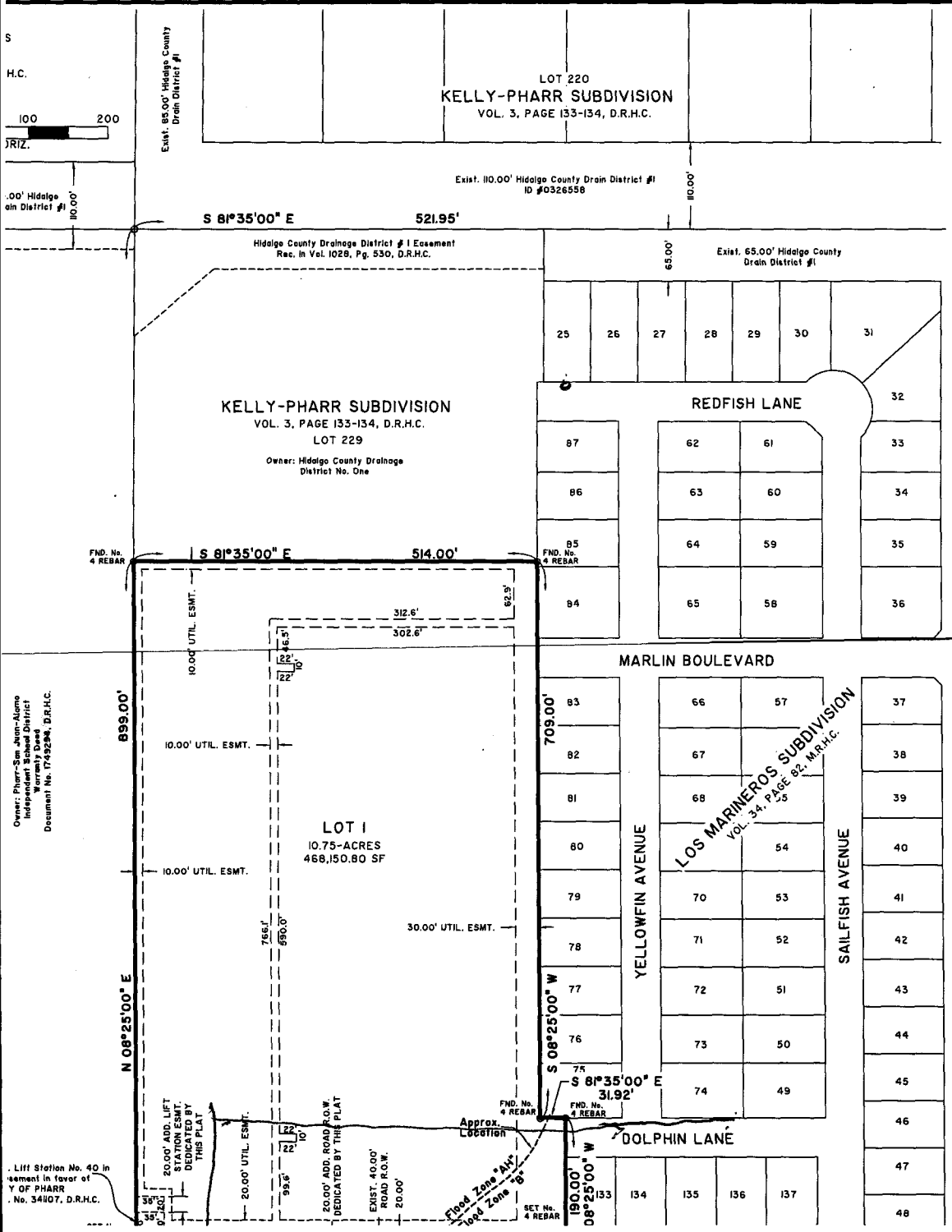
Link: Re-name request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/09/2009 09:32 AM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 10:13 AM	APRV
3	Roland Garcia	Rolando Garcia	07/09/2009 05:12 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Moises Salazar Started On: 07/07/2009 04:27 PM

Final Approval Date: 07/10/2009



SUBDIVISION PLAT
OF

Precinct No. 2 Office Complex Subdivision

AN ADDITION TO THE CITY OF PHARR,
BEING A 10.75-ACRE TRACT OF LAND
OUT OF LOT 229,
KELLY PHARR SUBDIVISION,
HIDALGO COUNTY, TEXAS;
AS PER MAP RECORDED IN
VOLUME 3, PAGE 133, M.R.H.C.

GENERAL NOTES:

1. COMMERCIAL DWELLING
2. MINIMUM FLOOR ELEVATION SHALL BE 24 IN BUILDINGS ARE ABOVE THE 100 YR. FLOOD ELE
3. THE SUBDIVISION IS IN ZONE "AH" ON A FLOO
4. PROPOSED SETBACKS AS PER CITY ORDINAN
5. BENCHMARK:
6. A 5 FOOT STANDARD CITY SIDEWALK WITH A TIME OF BUILDING PERMIT, WITH THE SITE PLAI
7. A MINIMUM OF _____ DETENTION SHALL BE BUILDING PERMIT.
8. SITE PLAN MUST BE APPROVED BY THE CITY
9. NO CONSTRUCTION OF ANY STRUCTURE IS A
10. ADDITIONAL FIRE HYDRANTS, WATER LINE A ISSUANCE OF BUILDING PERMIT.
11. NO DIRT OR SPOIL SHALL BE STORED OR DEI REASON.
12. ANY DETENTIONS BELOW A DEPTH OF THRE
13. CONSTRUCTION SHALL COMPLY WITH ALL S REQUIREMENT.

METES AND BOUNDS DESCRIPTION:

BEING A 10.75-ACRE TRACT OF LAND OUT OF LOT 229, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDLAGO COUNTY, TEXAS. SAID 10.75-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A COTTON PICKER SPINDLE FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 229 AND OF THIS TRACT OF LAND AND THE **POINT OF BEGINNING**;

THENCE, NORTH 08 DEGREES 25 MINUTES 00 SECONDS EAST, WITH THE WEST LINE OF SAID LOT 229, A DISTANCE OF 899.00 FEET TO A No. 4 REBAR FOUND FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND.

THENCE, SOUTH 81 DEGREES 35 MINUTES 00 SECONDS EAST, PARALLEL TO THE SOUTH LINE OF SAID LOT 229, A DISTANCE OF 514.00 FEET TO A No. 4 REBAR FOUND FOR THE WEST LINE OF LOS MARINEROS SUBDIVISION (VOLUME 34, PAGE 82, M.R.H.C.) AND THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 08 DEGREES 25 MINUTES 00 SECOND WEST, WITH THE WEST LINE OF LOS MARINEROS SUBDIVISION, A DISTANCE OF 709.00 FEET TO A No. 4 REBAR FOUND ON THE NORTH RIGHT OF WAY LINE OF DOLPHIN LANE AND FOR AN INTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 81 DEGREES 35 MINUTES 00 SECONDS EAST, WITH THE NORTH RIGHT OF WAY LINE OF DOLPHIN LANE, A DISTANCE OF 31.92 FEET TO A No. 4 REBAR FOUND ON THE NORTH RIGHT OF WAY LINE OF SAID DOLPHIN LANE AND FOR AN EXTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 08 DEGREES 25 MINUTES 00 SECONDS WEST, WITH THE WEST LINE OF LOS MARINEROS SUBDIVISION, A DISTANCE OF 150.00 FEET PAST A No. 4 REBAR SET FOR THE PROPOSED NORTH RIGHT OF WAY LINE OF HALL ACRES ROAD, CONTINUING ON THE SAME BEARING A DISTANCE OF 170.00 FEET PAST A No. 4 REBAR FOUND ON THE EXISTING NORTH RIGHT OF WAY LINE OF HALL ACRES ROAD, CONTINUING FOR A TOTAL DISTANCE OF 190.00 FEET TO A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF SAID LOT 229 AND FOR THE SOUTHWEST CORNER OF LOS MARINEROS SUBDIVISION AND FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 81 DEGREES 35 MINUTES 00 SECONDS WEST, WITH THE SOUTH LINE OF SAID LOT 229, A DISTANCE OF 545.92 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 10.75-ACRES OF LAND MORE OR LESS.

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT #2 ON THIS, THE _____ DAY OF _____ 200__ NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

PRESIDENT - H.C.I.D. No. 2 SECRETARY DATE

HIDALGO COUNTY DRAINAGE DISTRICT No. ONE

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OR THE DISTRICT ADOPTED UNDER TEX. WATER CODE SECTION 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.

Moises Salazar

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 07, 2009 10:10 AM
To: olga@rgutierrezengineering.com; 'Humberto Garza'; 'Agueda'; juan.alvarado@co.hidalgo.tx.us; gabriel.navarro@co.hidalgo.tx.us; 'Moises Salazar'
Cc: 'Ramon'; 'Darlene Betancourt'; 'Oscar Garza'
Subject: FW: Hidalgo County PCT 2 New Subdivision Site
Attachments: subdivison plat.pdf

Importance: High

Follow Up Flag: Follow up
Due By: Tuesday, July 07, 2009 4:00 PM
Flag Status: Flagged

Good Morning Ms. Olga:
We will place this item on next week's agenda to have CC official accept the new plat as Precinct No.2 Office Complex Subdivision. Sorry about the delay. I just needed to confirm placement on CC agenda.
Thanks,
Marty S.
PS. Moises, please place this item on next week's CC agenda for approval of new subdivision name.

From: Gabriel Navarro [mailto:gabriel.navarro@co.hidalgo.tx.us]
Sent: Thursday, July 02, 2009 5:00 PM
To: martha.salazar@co.hidalgo.tx.us
Cc: agueda.garcia@co.hidalgo.tx.us
Subject: FW: Hidalgo County PCT 2 New Subdivision Site
Importance: High

Ms. Salazar,

As per my conversation with Jorge Garcia from Planning Department, This tract of land prior to the construction of the new Precinct 2 offices was part of the Kelly-Pharr Subdivision. R. Gutierrez Engineer has proposed the naming of the new constructed area to be Precinct No. 2 Office Complex Subdivision. The decision to keep this name would be up to the County.

Gabriel Navarro

From: Agueda [mailto:agueda.garcia@co.hidalgo.tx.us]
Sent: Thursday, July 02, 2009 12:43 PM
To: gabriel.navarro@co.hidalgo.tx.us
Cc: 'Juan'
Subject: FW: Hidalgo County PCT 2 New Subdivision Site
Importance: High

Gabriel,

Would you happen to know if Jorge, at Planning, would be able to give us a name to this subdivision?

Agueda (Aggie) Garcia
Fixed Asset Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg Texas 78539
(956)318-2626 ext 4873
agueda.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, July 02, 2009 12:34 PM
To: 'Agueda'; juan.alvarado@co.hidalgo.tx.us
Cc: 'Ramon'; 'Darlene Betancourt'; 'Oscar Garza'
Subject: FW: Hidalgo County PCT 2 New Subdivision Site
Importance: High

Aggie & Juan:
Please review and report what is the outcome and how to respond.
Marty

From: Olga Gutierrez [mailto:olga@rgutierrezengineering.com]
Sent: Thursday, July 02, 2009 11:48 AM
To: martha.salazar@co.hidalgo.tx.us
Cc: rgutierrez@rgutierrezengineering.com; humberto.garza@co.hidalgo.tx.us
Subject: Hidalgo County PCT 2 New Subdivision Site

Ms. Salazar,
Please see attachment for the Subdivision Plat for the New PCT 2 Offices. Do you have an official name for this Subdivision or can we leave it as shown. The proposed subdivision plat will be turned in to the City of Pharr for approval. At this point it's in the beginning of the subdivision review stage. If you have any questions please call me.

Olga
R. Gutierrez Engineering Corp.
130 E. Park Ave
Pharr, TX 78577
Tel. (956) 782 2557
Fax (956) 782 2558

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AI-16382 **21.A.9.**

Storm Sewer Sand Product

CC REGULAR

Date:	07/14/2009
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending to CC to reject all bids received for RFB No. 2009-211-06-23-YZV in asmuch as responses received did not meet specifications and/or requirements with authority to re-advertise with modified specifications (RFB No. 2009-295).

BACKGROUND

Proposed Advertisement Dates:
1st Ad: July 18, 2009
2nd Ad: July 25, 2009

Proposed Bid Opening Date: August 05, 2009

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Pct. 1 P/U Rd-R & B Supplies-Available Balance as of 7-8-09 $83,837.76

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Pct. 2 P/U Rd- R & B R & M Supplies-Available Balance as of 7-8-09 $86,906.15

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Pct. 3 P/U Rd-R & B R & M Supplies-Available Balance as of 7-8-09 $96,233.94

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pct. 4 P/U Rd- R & B R & M Supplies-Available Balance as of 7-8-09 $63,933.74.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-679

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

BUDGETARY IMPACT:

Pct. 4 P/U Rd-Other R & M Supplies-Available Balance as of 7-8-09 $8,754.39

Attachments

Link: Dept. Memo

Link: Legal Notice-Specs. Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2009 12:50 PM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 02:54 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/08/2009 04:01 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Yolanda Velasquez

Started On: 07/08/2009 08:34 AM

Final Approval Date: 07/10/2009

Roque

From: Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
Sent: Monday, June 22, 2009 5:14 PM
To: noe.montez@co.hidalgo.tx.us; joseph.palacios@co.hidalgo.tx.us; humberto.garza@co.hidalgo.tx.us; roque.cavazos@co.hidalgo.tx.us; 'Norma Ceballos'; juan.carranza@co.hidalgo.tx.us; gloria.beltran@co.hidalgo.tx.us
Cc: yolanda.velasquez@co.hidalgo.tx.us
Subject: Storm Sewer Sand

Please be advised, The Purchasing Department has received various bids for the above-referenced project, however, several concerns have arisen related to the project, one of which is the following:

The bid specifications stated Hidalgo County Precincts requesting bids on the Purchase and Delivery of Sand, however one of the Precincts have indicated they wish to pickup the sand at the plant location. Please advise at to whether your respective precinct wishes to exercise its option of picking up the material at the plant or having the material delivered to the specified location (as previously stated). Please indicate by marking below on the options which best suit your precinct's needs.

(Yes) Our Precinct is hereby requesting the options to: Pickup Material at awarded plant location

No, Our Precinct wishes to have awarded vendor deliver material to location specified by precinct

Precinct wishes to exercise both options (delivery to precinct location and pickup at plant location)

Comments (if any) Preferably we will Pick up But May Need Material Delivered IN Some Unusual Circumstance

Another concern is as to whether vendor(s) are required to have scales at their plants.

Yes, Vendors shall have in place a scale at the plant location

No, Vendors shall not have in place a scale at the plant location

Comments (if any): YES IF Selling By ton (WEIGHT)

M Cullen

Please advise on these concerns at your earliest convenience, in order to proceed with the competitive bidding process. If you have any questions related to this matter, do not hesitate to contact me. Thank you

Darlene H. Betancourt, CPPB

6/29/2009

ATT Darlene

Please be advised, The Purchasing Department has received various bids for the above-referenced project, however, several concerns have arisen related to the project, one of which is the following:

The bid specifications stated Hidalgo County Precincts requesting bids on the Purchase and Delivery of Sand, however one of the Precincts have indicated they wish to pickup the sand at the plant location. Please advise at to whether your respective precinct wishes to exercise its option of picking up the material at the plant or having the material delivered to the specified location (as previously stated). Please indicate by marking below on the options which best suit your precinct's needs.

Yes, Our Precinct is hereby requesting the options to: Pickup Material at awarded plant location

No, Our Precinct wishes to have awarded vendor deliver material to location specified by precinct

✓ Precinct wishes to exercise both options (delivery to precinct location and pickup at plant location)

Comments (if any) Precint wishes to excercise both options

Another concern is as to whether vendor(s) are required to have scales at their plants.

(Yes,) Vendors shall have in place a scale at the plant location

No, Vendors shall not have in place a scale at the plant location

Comments (if any):

Please advise on these concerns at your earliest convenience, in order to proceed with the competitive bidding process. If you have any questions related to this matter, do not hesitate to contact me. Thank you

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

Pct 4 Jose M.
Rm Barrera

Bid No: 2009-295-08-05	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"STORM SEWER SAND PRODUCT"
(Including all Funding Sources, Programs and Entities)

BID OPENING DATE:
AUGUST 05, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – STORM SEWER SAND PRODUCT"** (including all Funding Sources, Programs and Entities) in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-295-08-05-YZV- HIDALGO COUNTY-"STORM SEWER SAND PRODUCT"** and in County's Purchasing Department, 2812 S Business Highway 281, Edinburg, Texas, 78539 **on or before 9:30 a.m., WEDNESDAY, AUGUST 05,2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2009-295-08-05-YZV- RFB- STORM SEWER SAND PRODUCT 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 Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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:
  - b) Name and address of successful bidder
  - c) Name and address of receiving department or official
  - d) Purchase Order Number (if any)
  - e) Notation - **HIDALGO COUNTY-"STORM SEWER SAND PRODUCT"** 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 Precinct Nº 1 Attn. Noe Montez 1902 Joe Stephens Weslaco, Texas 78596	Hidalgo County Precinct Nº 2 Attn. Ricardo Cuellar 301 E State Pharr, Texas 78577
Hidalgo County Precinct Nº 3 Attn. Norma Ceballos 724 N. Breyfogle Mission, Texas 78574	Hidalgo County Precinct Nº 4 Attn. Gloria Beltran 1102 N. Doolittle Rd. Edinburg, Texas 78539

17. Schedule of Events

Bid Opening, 9:30 AM	**AUGUST 05, 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 hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires,

(b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"STORM SEWER SAND PRODUCT"
(Including all Funding sources, Programs and Entities)
BID NO.: 2009-295-08-05-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY
"STORM SEWER SAND PRODUCT"
BID №.:2009-295-08-05-YZV
S P E C I F I C A T I O N S

PROJECT OVERVIEW:

The intention of this Request for Bid is to solicit bids for a term contract for Purchase, Delivery or Pickup of "Storm Sewer Sand Product". All purchases will be as follows:

OPTION I - PRODUCT ONLY:

Hidalgo County has the option to utilize **their Precincts** hauling forces along with awarded vendor, when required and/or on "as needed basis" for delivery of product.

OPTION II – PRODUCT AND DELIVERY:

Hidalgo County has the option for delivery of product by vendor as follows including but not limited to:

- Precinct No. 1: Mile 11 North and 1 ½ West, Mercedes, Texas;
- Precinct No. 2: 301 E. State Pharr, Texas;
- Precinct No. 3: FM 2221 and Iowa Rd. Mission, Texas;
- Precinct No. 4: 1051 N. Doolittle Rd., Edinburg, Texas;

Storm Sewer Sand Backfill Specifications:

a. Gradation not to exceed one (1) inch
b. Maximum plasticity index six (6)
c. Unwashed sand required. (Type of sand required is to be used as fill sand).

PLANT LOCATION:

Bidder is required to identify the location of the plant(s) site.

MATERIALS SPECIFICATIONS:

All materials delivered pursuant to this contract shall conform to the specifications as listed in this section of the bid. The County reserves the right to reject any material that does not meet specifications. Random sampling/testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

DELIVERIES/PICK-UP OF MATERIAL:

As requested by Precincts and on as "needed basis".

SCALES AT PLANT LOCATION:

Awarded Vendor shall have at the Vendor Pit Location(s) on site an electric or manual scale with a minimum of 70 ft. in length to weigh any and all trucks before loading and after loading of product. Scale weight ticket to be provided to the driver of truck at time of pick-up of product.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. It is intended that the amount of "Storm Sewer Sand Product" needed by Hidalgo County will be purchased on an as "**needed basis**." It shall be agreed & understood that Hidalgo County will purchase no more material that is needed.

2. **Term of Contract:** The contract will be in effect for a period of (1) one year from award date with County's option to extend for an additional (1) one year term. Award of contract will be contingent on availability of Hidalgo County Funds for Drainage Improvement Projects.

3. **Option to Extend:** Hidalgo County reserves the right to continue this contract for one (1) additional year and thereafter an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term. County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

4. **BID PRICE SHALL BE PER TON**

5. All prices shall take into consideration delivery costs.

6. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications. Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

7. **Method of Award:** One or more participants may be designated as approved vendor(s) for purchases/service for Hidalgo County. Award of contract will be contingent on availability of

Hidalgo County Funds. Hidalgo County reserves the right to award separate/multiple contracts when it is in the best interest to do so.

8. After the procured bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

9. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

10. The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by County without cause upon thirty (30) days written notice prior to any cancellation.

11. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

12. When requested, samples shall be furnished free of expense to Hidalgo County.

13. Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

14. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

15. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

16. It is expressly understood and agreed that in case Hidalgo County should need **"Storm Sewer Sand"** not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

17. **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

18. All deliveries shall be made between Monday and Friday to the locations as indicated on individual purchase orders and all deliveries shall be made between the hours of 8:00 a.m. to 5:00 p.m.

19. 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:

a) **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.

   i) 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.

   ii) 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.

   iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

   iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

   v) 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.

b) **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.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall

have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **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.

e) **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, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, JULY 29, 2009 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., Friday JULY 31, 2009**.

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this _____ day of _____, by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to request for bids for _____ (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County and other Hidalgo County sites as specified in Exhibit "B" for _____ This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

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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 **Elected Official, Department Head or his designated agent(s)**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning_____ and ending _____ and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. 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

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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

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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 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.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on,_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____

DRAFT

AI-16402 **21.A.10.**

Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products
CC REGULAR

Date:	07/14/2009
Submitted By:	Olga Montero, 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 contracts to multiple bidders (Oil Patch Fuel & Supply, Inc. & Arguindegui Oil Company, II Ltd.) with the lowest bid (item by item) meeting all requirements as attached hereto for: Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products.
RFB No. 2009-049-04-22-otm

BACKGROUND

Services are on an "as needed basis" (Hidalgo County)
Draft contracts' approved by legal counsel
Acceptance sheet / Participation log attached

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** obj. 672 all depts co. wide

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

BUDGETARY IMPACT:

Funding source obj. code is 672 R & M Supplies-Equipment & Vehicles for all user departments. Please refer to attached expense report as of 7-9-09 for funding availability.

Attachments

Link: expense report
Link: Acceptance Sheet
Link: Participation Log
Link: Contract Arguindegui Oil Company
Link: Contract Oil Patch Fuel & Supply

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2009 02:05 PM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 08:25 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/09/2009 09:59 AM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Olga Montero

Started On: 07/08/2009 01:33 PM

Final Approval Date: 07/10/2009

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
9-1100-412-00-062-001-0-672	JP PCT 1/PL 2-EQ&VEH R&M SUPPLIES	200.00	300.00	.00	.00	300.00	.00
001		**200.00**	**300.00**	**.00**	**.00**	**300.00**	**.00**
001							
9-1100-412-00-065-001-0-672	JP PCT 3/PL 1-EQ&VEH R&M SUPPLIES	200.00	200.00	.00	.00	200.00	.00
001		**200.00**	**200.00**	**.00**	**.00**	**200.00**	**.00**
001							
9-1100-412-00-069-001-0-672	JP PCT 5/PL 1-EQ&VEH R&M SUPPLIES	500.00	500.00	.00	.00	500.00	.00
001		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
002							
9-1100-412-00-080-002-0-672	CRIM DA-EQ&VEH R&M SUPPLIES	.00	100.00	.00	.00	100.00	.00
002		**.00**	**100.00**	**.00**	**.00**	**100.00**	**.00**
006							
9-1100-413-00-110-006-0-672	CO JUDGE-EQ&VEH R&M SUPPLIES	.00	250.00	.00	.00	250.00	.00
006		**.00**	**250.00**	**.00**	**.00**	**250.00**	**.00**
001							
9-1100-414-00-130-001-0-672	ELECTIONS DEPT-EQ&VEH R&M SUPPLIES	500.00	3,800.00	453.46	.00	3,346.54	11.93
001		**500.00**	**3,800.00**	**453.46**	**.00**	**3,346.54**	**11.93**
001							
9-1100-415-00-200-001-0-672	INFO TECH DEPT-EQ&VEH R&M SUPPLIES	.00	4,000.00	.00	.00	4,000.00	.00
001		**.00**	**4,000.00**	**.00**	**.00**	**4,000.00**	**.00**
002							
9-1100-415-00-200-002-0-672	IT COUNTYWIDE-EQ&VEH R&M SUPPLIES	3,000.00	500.00	.00	.00	500.00	.00
002		**3,000.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
001							
9-1100-415-15-140-001-0-672	TAX OFF-EQ&VEH R&M SUPPLIES	4,000.00	9,000.00	.00	521.00	8,479.00	5.79
001		**4,000.00**	**9,000.00**	**.00**	**521.00**	**8,479.00**	**5.79**
001							
9-1100-415-16-150-001-0-672	CO TREASURER-EQ&VEH R&M SUPPLIES	630.00	630.00	.00	74.80	555.20	11.87
001		**630.00**	**630.00**	**.00**	**74.80**	**555.20**	**11.87**
001							
9-1100-415-18-160-001-0-672	PURCHASING-EQ&VEH R&M SUPPLIES	.00	1,300.00	.00	.00	1,300.00	.00
001		**.00**	**1,300.00**	**.00**	**.00**	**1,300.00**	**.00**
001							
9-1100-415-21-170-001-0-672	CO AUDITOR-EQ&VEH R&M SUPPLIES	1,000.00	1,000.00	.00	.00	1,000.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
001		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
001							
9-1100-415-40-180-001-0-672	CO CLERK-EQ&VEH R&M SUPPLIES	2,000.00	3,000.00	.00	9.64	2,990.36	.32
001		**2,000.00**	**3,000.00**	**.00**	**9.64**	**2,990.36**	**.32**
002							
9-1100-415-40-180-002-0-672	CO CLERK RECORD ARCHIVE-EQ&VEH R&M SUPPL	.00	1,700.00	.00	.00	1,700.00	.00
002		**.00**	**1,700.00**	**.00**	**.00**	**1,700.00**	**.00**
002							
9-1100-415-50-190-002-0-672	HUMAN RESOURCES-EQ&VEH R&M SUPPLIES	100.00	100.00	.00	.00	100.00	.00
002		**100.00**	**100.00**	**.00**	**.00**	**100.00**	**.00**
001							
9-1100-419-10-210-001-0-672	PLANNING DEPT-EQ&VEH R&M SUPPLIES	.00	1,532.16	57.58	522.96	951.62	37.89
001		**.00**	**1,532.16**	**57.58**	**522.96**	**951.62**	**37.89**
069							
9-1100-419-40-115-069-0-672	CRTHSE PK LOT-EQ&VEH R&M SUPPLIES	.00	3,100.00	1,295.00	.00	1,805.00	41.77
069		**.00**	**3,100.00**	**1,295.00**	**.00**	**1,805.00**	**41.77**
001							
9-1100-419-40-220-001-0-672	GEN GOVT BLDG-EQ&VEH R&M SUPPLIES	35,000.00	61,963.59	4,818.44	3,419.19	53,725.96	13.29
001		**35,000.00**	**61,963.59**	**4,818.44**	**3,419.19**	**53,725.96**	**13.29**
002							
9-1100-419-40-220-002-0-672	BLDG MINOR ST-EQ&VEH R&M SUPPLIES	.00	9,256.42	.00	.00	9,256.42	.00
002		**.00**	**9,256.42**	**.00**	**.00**	**9,256.42**	**.00**
059							
9-1100-419-50-115-059-0-672	DBM-SAFETY DIV-EQ&VEH R&M SUPPLIES	.00	2,721.01	75.12	.00	2,645.89	2.76
059		**.00**	**2,721.01**	**75.12**	**.00**	**2,645.89**	**2.76**
001							
9-1100-421-00-280-001-0-672	SHERIFF-EQ&VEH R&M SUPPLIES	3,000.00	286,314.42	52,935.99	11,964.61	221,413.82	22.67
001		**3,000.00**	**286,314.42**	**52,935.99**	**11,964.61**	**221,413.82**	**22.67**
001							
9-1100-421-00-291-001-0-672	CONSTABLE PCT.1-EQ&VEH R&M SUPPLIES	.00	4,587.73	.00	.00	4,587.73	.00
001		**.00**	**4,587.73**	**.00**	**.00**	**4,587.73**	**.00**
001							
9-1100-421-00-292-001-0-672	CONSTABLE PCT.2-EQ&VEH R&M SUPPLIES	.00	564.17	.00	.00	564.17	.00
001		**.00**	**564.17**	**.00**	**.00**	**564.17**	**.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
9-1100-421-00-293-001-0-672	CONSTABLE PCT.3-EQ&VEH R&M SUPPLIES	.00	2,923.98	378.54	308.26	2,237.18	23.49
001		**.00**	**2,923.98**	**378.54**	**308.26**	**2,237.18**	**23.49**
001							
9-1100-421-00-294-001-0-672	CONSTABLE PCT.4-EQ&VEH R&M SUPPLIES	.00	2,488.00	2,110.00	.00	378.00	84.81
001		**.00**	**2,488.00**	**2,110.00**	**.00**	**378.00**	**84.81**
001							
9-1100-421-00-295-001-0-672	CONSTABLE PCT.5-EQ&VEH R&M SUPPLIES	.00	4,127.35	.00	.00	4,127.35	.00
001		**.00**	**4,127.35**	**.00**	**.00**	**4,127.35**	**.00**
001							
9-1100-422-10-300-001-0-672	EMERG SRVS-FM-EQ&VEH R&M SUPPLIES	.00	6,204.12	.00	.00	6,204.12	.00
001		**.00**	**6,204.12**	**.00**	**.00**	**6,204.12**	**.00**
002							
9-1100-423-21-280-002-0-672	JAIL-EQ&VEH R&M SUPPLIES	50,000.00	78,350.47	796.18	2,745.72	74,808.57	4.52
002		**50,000.00**	**78,350.47**	**796.18**	**2,745.72**	**74,808.57**	**4.52**
001							
9-1100-423-32-330-001-0-672	JUV DET HM-EQ&VEH R&M SUPPLIES	.00	5,880.06	419.79	879.13	4,581.14	22.09
001		**.00**	**5,880.06**	**419.79**	**879.13**	**4,581.14**	**22.09**
023							
9-1100-429-00-300-023-0-672	EMERG SRVS-EM-EQ&VEH R&M SUPPLIES	.00	2,894.50	.00	.00	2,894.50	.00
023		**.00**	**2,894.50**	**.00**	**.00**	**2,894.50**	**.00**
001							
9-1100-432-00-121-001-0-672	PCT1 SANITATION-EQUIP & VEH R&M SUPPL	4,000.00	29,549.69	9,162.16	14,680.60	5,706.93	80.69
001		**4,000.00**	**29,549.69**	**9,162.16**	**14,680.60**	**5,706.93**	**80.69**
001							
9-1100-432-00-122-001-0-672	PCT2 SANITATION-EQUIP & VEH R&M SUPPLIES	19,500.00	35,442.82	2,779.95	9,778.51	22,884.36	35.43
001		**19,500.00**	**35,442.82**	**2,779.95**	**9,778.51**	**22,884.36**	**35.43**
001							
9-1100-432-00-123-001-0-672	PCT3 SANITATION-EQUIP & VEH R&M SUPPLIES	45,000.00	82,792.82	9,938.92	22,058.32	50,795.58	38.65
001		**45,000.00**	**82,792.82**	**9,938.92**	**22,058.32**	**50,795.58**	**38.65**
001							
9-1100-432-00-124-001-0-672	PCT4 SANITATION PCT4-EQUIP&VEH R&M SUPPL	25,000.00	54,814.46	6,148.42	17,927.88	30,738.16	43.92
001		**25,000.00**	**54,814.46**	**6,148.42**	**17,927.88**	**30,738.16**	**43.92**
001							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
9-1100-441-00-340-001-0-672	HEALTH ADM-EQ&VEH R&M SUPPLIES	3,000.00	8,565.95	359.67	1,177.24	7,029.04	17.94
001		**3,000.00**	**8,565.95**	**359.67**	**1,177.24**	**7,029.04**	**17.94**
003							
9-1100-441-00-340-003-0-672	HEALTH CLINICS-EQ&VEH R&M SUPPLIES	.00	1,500.00	.00	.00	1,500.00	.00
003		**.00**	**1,500.00**	**.00**	**.00**	**1,500.00**	**.00**
033							
9-1100-451-10-115-033-0-672	HISTORICAL COMM-EQ&VEH R&M SUPPLIES	.00	150.00	.00	.00	150.00	.00
033		**.00**	**150.00**	**.00**	**.00**	**150.00**	**.00**
001							
9-1100-461-00-380-001-0-672	TX AGRILIFE EXT-EQ&VEH R&M SUPPLIES	.00	2,914.48	.00	.00	2,914.48	.00
001		**.00**	**2,914.48**	**.00**	**.00**	**2,914.48**	**.00**
050							
9-1100-466-00-121-050-0-672	PCT1 CRC-EQUIP & VEH R&M SUPPLIES	.00	200.00	.00	.00	200.00	.00
050		**.00**	**200.00**	**.00**	**.00**	**200.00**	**.00**
018							
9-1100-466-00-122-018-0-672	PCT2 CRC-EQUIP & VEH R&M SUPPLIES	.00	175.00	.00	.00	175.00	.00
018		**.00**	**175.00**	**.00**	**.00**	**175.00**	**.00**
082							
9-1100-466-00-122-082-0-672	PCT2 CRC (S.TOWER)-EQUIP & VEH R&M SUPPL	.00	142.08	.00	.00	142.08	.00
082		**.00**	**142.08**	**.00**	**.00**	**142.08**	**.00**
1100 GENERAL FUND		**196,630.00**	**715,535.28**	**91,729.22**	**86,067.86**	**537,738.20**	**24.85**
1200 R&B COUNTYWIDE							
004							
9-1200-431-00-122-004-0-672	CO SHOP-EQ&VEH R&M SUPPLIES	2,550.00	6,394.69	781.62	829.18	4,783.89	25.19
004		**2,550.00**	**6,394.69**	**781.62**	**829.18**	**4,783.89**	**25.19**
001							
9-1200-431-00-260-001-0-672	R-O-W DEPT-EQ&VEH R&M SUPPLIES	.00	10,500.00	.00	.00	10,500.00	.00
001		**.00**	**10,500.00**	**.00**	**.00**	**10,500.00**	**.00**
1200 R&B COUNTYWIDE		**2,550.00**	**16,894.69**	**781.62**	**829.18**	**15,283.89**	**9.53**
1201 R&B PRECINCT 1							
004							
9-1201-431-00-121-004-0-672	PCT1 RD ADM-EQUIP & VEH R&M SUPPLIES	.00	1,500.00	.00	.00	1,500.00	.00
004		**.00**	**1,500.00**	**.00**	**.00**	**1,500.00**	**.00**
005							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1201 R&B PRECINCT 1							
005							
9-1201-431-00-121-005-0-672	PCT1 P/U RD-EQUIP & VEH R&M SUPPLIES	106,700.00	171,902.51	23,797.78	47,658.59	100,446.14	41.57
005		**106,700.00**	**171,902.51**	**23,797.78**	**47,658.59**	**100,446.14**	**41.57**
052							
9-1201-431-00-121-052-0-672	PCT1 DRAIN IMPRV PRJ-EQUIP&VEH R&M SUPPL	.00	4,200.00	.00	.00	4,200.00	.00
052		**.00**	**4,200.00**	**.00**	**.00**	**4,200.00**	**.00**
1201 R&B PRECINCT 1		**106,700.00**	**177,602.51**	**23,797.78**	**47,658.59**	**106,146.14**	**40.23**
1202 R&B PRECINCT 2							
005							
9-1202-431-00-122-005-0-672	PCT2 RD ADM-EQUIP & VEH R&M SUPPLIES	.00	1,233.57	.00	.00	1,233.57	.00
005		**.00**	**1,233.57**	**.00**	**.00**	**1,233.57**	**.00**
006							
9-1202-431-00-122-006-0-672	PCT2 P/U RD-EQUIP & VEH R&M SUPPLIES	25,000.00	50,666.45	11,032.45	26,761.07	12,872.93	74.59
006		**25,000.00**	**50,666.45**	**11,032.45**	**26,761.07**	**12,872.93**	**74.59**
1202 R&B PRECINCT 2		**25,000.00**	**51,900.02**	**11,032.45**	**26,761.07**	**14,106.50**	**72.82**
1203 R&B PRECINCT 3							
005							
9-1203-431-00-123-005-0-672	PCT3 P/U RD-EQUIP & VEH R&M SUPPLIES	85,000.00	185,141.25	42,864.91	83,635.31	58,641.03	68.33
005		**85,000.00**	**185,141.25**	**42,864.91**	**83,635.31**	**58,641.03**	**68.33**
1203 R&B PRECINCT 3		**85,000.00**	**185,141.25**	**42,864.91**	**83,635.31**	**58,641.03**	**68.33**
1204 R&B PRECINCT 4							
007							
9-1204-431-00-124-007-0-672	PCT4 P/U RD-EQUIP & VEH R&M SUPPLIES	84,000.00	164,536.68	30,819.80	55,503.70	78,213.18	52.46
007		**84,000.00**	**164,536.68**	**30,819.80**	**55,503.70**	**78,213.18**	**52.46**
036							
9-1204-431-00-124-036-0-672	PCT4 DRAIN IMPRV PRJ-EQUIP&VEH R&M SUPPL	.00	53.23	.00	.00	53.23	.00
036		**.00**	**53.23**	**.00**	**.00**	**53.23**	**.00**
1204 R&B PRECINCT 4		**84,000.00**	**164,589.91**	**30,819.80**	**55,503.70**	**78,266.41**	**52.45**
1211 PARKS PRECINCT 1							
013							
9-1211-452-00-121-013-0-672	PCT1 PARKS-EQUIP & VEH R&M SUPPLIES	4,000.00	9,268.97	3,573.28	2,626.50	3,069.19	66.89
013		**4,000.00**	**9,268.97**	**3,573.28**	**2,626.50**	**3,069.19**	**66.89**
1211 PARKS PRECINCT 1		**4,000.00**	**9,268.97**	**3,573.28**	**2,626.50**	**3,069.19**	**66.89**
1212 PARKS PRECINCT 2							
008							
9-1212-452-00-122-008-0-672	PCT2 PARKS-EQUIP & VEH R&M SUPPLIES	1,346.81	4,372.90	409.73	2,460.47	1,502.70	65.64

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1212 PARKS PRECINCT 2							
008							
008		**1,346.81**	**4,372.90**	**409.73**	**2,460.47**	**1,502.70**	**65.64**
1212 PARKS PRECINCT 2		**1,346.81**	**4,372.90**	**409.73**	**2,460.47**	**1,502.70**	**65.64**
1213 PARKS PRECINCT 3							
008							
9-1213-452-00-123-008-0-672	PCT3 PARKS-EQUIP & VEH R&M SUPPLIES	8,000.00	13,497.19	5,033.16	1,318.11	7,145.92	47.06
008		**8,000.00**	**13,497.19**	**5,033.16**	**1,318.11**	**7,145.92**	**47.06**
1213 PARKS PRECINCT 3		**8,000.00**	**13,497.19**	**5,033.16**	**1,318.11**	**7,145.92**	**47.06**
1214 PARKS PRECINCT 4							
009							
9-1214-452-00-124-009-0-672	PCT4 PARKS-EQUIP & VEH R&M SUPPLIES	1,000.00	2,797.21	163.22	.00	2,633.99	5.84
009		**1,000.00**	**2,797.21**	**163.22**	**.00**	**2,633.99**	**5.84**
1214 PARKS PRECINCT 4		**1,000.00**	**2,797.21**	**163.22**	**.00**	**2,633.99**	**5.84**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
006							
9-1222-412-00-080-006-0-672	DA BAD CK-EQ&VEH R&M SUPPLIES	1,200.00	1,700.00	.00	.00	1,700.00	.00
006		**1,200.00**	**1,700.00**	**.00**	**.00**	**1,700.00**	**.00**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**1,200.00**	**1,700.00**	**.00**	**.00**	**1,700.00**	**.00**
1252 HIDTA FEDERAL SHARING-US TREASURY							
012							
9-1252-412-00-270-012-0-672	HIDTA US TREASURY-EQ&VEH R&M SUPPLIES	.00	1,982.50	.00	.00	1,982.50	.00
012		**.00**	**1,982.50**	**.00**	**.00**	**1,982.50**	**.00**
1252 HIDTA FEDERAL SHARING-US TREASURY		**.00**	**1,982.50**	**.00**	**.00**	**1,982.50**	**.00**
1284 DESIGNATED PURPOSE GRANTS LVL 4							
038							
9-1284-421-00-280-038-0-672	TBSC OPER LINEBACKER FED-EQ&VEH R&M SUPP	.00	4,521.00	.00	.00	4,521.00	.00
038		**.00**	**4,521.00**	**.00**	**.00**	**4,521.00**	**.00**
048							
9-1284-421-00-280-048-1-672	STONEGARDEN (DONNA)-EQ&VEH R&M SUPPLIES	.00	2,400.00	.00	.00	2,400.00	.00
048		**.00**	**2,400.00**	**.00**	**.00**	**2,400.00**	**.00**
1284 DESIGNATED PURPOSE GRANTS LVL 4		**.00**	**6,921.00**	**.00**	**.00**	**6,921.00**	**.00**
1291 HIDTA							
003							
9-1291-412-00-270-003-8-672	HIDTA TASK FORCE-EQ&VEH R&M SUPPLIES	.00	416.29	190.00	94.99	131.30	68.46
003		**.00**	**416.29**	**190.00**	**94.99**	**131.30**	**68.46**
1291 HIDTA		**.00**	**416.29**	**190.00**	**94.99**	**131.30**	**68.46**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1292 WIC							
001							
9-1292-441-00-350-001-9-672	WIC ADM-EQ&VEH R&M SUPPLIES	.00	2,870.08	281.00	.00	2,589.08	9.79
001		**.00**	**2,870.08**	**281.00**	**.00**	**2,589.08**	**9.79**
009							
9-1292-441-00-350-009-9-672	WIC EBT-EQ&VEH R&M SUPPLIES	.00	276.82	.00	.00	276.82	.00
009		**.00**	**276.82**	**.00**	**.00**	**276.82**	**.00**
1292 WIC		**.00**	**3,146.90**	**281.00**	**.00**	**2,865.90**	**8.93**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
028							
9-1295-423-00-330-028-0-672	WESL B/C-EQ&VEH R&M SUPPLIES	4,000.00	6,500.00	879.98	.00	5,620.02	13.54
028		**4,000.00**	**6,500.00**	**879.98**	**.00**	**5,620.02**	**13.54**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**4,000.00**	**6,500.00**	**879.98**	**.00**	**5,620.02**	**13.54**
1297 ADULT PROBATION							
002							
9-1297-423-00-320-002-9-672	BASIC SUPERVISION-EQ&VEH R&M SUPPLIES	.00	1,135.00	.00	428.80	706.20	37.78
002		**.00**	**1,135.00**	**.00**	**428.80**	**706.20**	**37.78**
005							
9-1297-423-00-320-005-9-672	RESTITUTION CTR-EQ&VEH R&M SUPPLIES	.00	2,227.40	57.42	785.35	1,384.63	37.84
005		**.00**	**2,227.40**	**57.42**	**785.35**	**1,384.63**	**37.84**
008							
9-1297-423-00-320-008-9-672	COMM CORR-EQ&VEH R&M SUPPLIES	.00	162.61	.00	.00	162.61	.00
008		**.00**	**162.61**	**.00**	**.00**	**162.61**	**.00**
020							
9-1297-423-00-320-020-9-672	SATF-EQ&VEH R&M SUPPLIES	.00	800.00	161.07	288.93	350.00	56.25
020		**.00**	**800.00**	**161.07**	**288.93**	**350.00**	**56.25**
1297 ADULT PROBATION		**.00**	**4,325.01**	**218.49**	**1,503.08**	**2,603.44**	**39.80**
9 YEAR		**519,426.81**	**1,366,591.63**	**211,774.64**	**308,458.86**	**846,358.13**	**38.07**

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: APRIL 22, 2009	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"	
BID NO: 2009-049-04-22-otm	**BUYER: OLGA T. MONTERO**

BID # RFB#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
#1	**Arguindegui Oil Company, II Ltd.** **Attn: Carlos Arguindegui, Jr** **4506 Hwy 359** **Laredo, Texas 78043**	√
#2	**Arnold Oil Company** **5422 Ayers** **Corpus Christi, Tx 78415**	√
#3	**Oil Patch Fuel & Supply, Inc.** **Attn: David Lorenz** **4004 N. Cage Blvd.** **Pharr, Texas 78577**	√
#4		

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 - "LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"
BID NO: 2009-049-04-22-otm

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Oil Patch Fuel & Supply David Lorenz 781-9047/ 781-9874 Fx	BLM EMAIL	OLGA MONTERO	04/06/09	4004 N. Cage Pharr, TX 78577 dlorenz@rgv.rr.com
2. Hollon Oil Company 956-968-9581 msaldivar@hollonoil.com	BLM EMAIL	OLGA MONTERO	04/06/09	1300 Davenport St. Weslaco, Texas 78596
3. Arnold Oil Company Armando Rivera 1-800-334-2993 Ph: 956-565-4737	BLM EMAIL	OLGA MONTERO	04/06/09	PO Box 116 Mercedes, TX 78570 a.rivera@arnoldoilco.com
5. Tifco Industries	BLM	OLGA MONTERO	04/06/09	5104 E. Richardson Edinburg Tx 78541
6. South Texas Petroleum (956)992-7480	BLM	OLGA MONTERO	04/06/09	3101 W. Military Hwy McAllen, Tx
7. Arguindegui Oil Co. Charlie Arguidegui 956-722-5251 956-722-7636 fax	BLM EMAIL	OLGA MONTERO	04/06/09	PO BOX 1367 Laredo, Tx 78042-1367 Vanessa.rodriguez@argpetro.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

REQUIREMENTS AGREEMENT
C-09-049a-07-14

THIS AGREEMENT is made effective this **July 14, 2009,** by and between the **County of Hidalgo, Texas ("County") and Arguindegui Oil Company, II Ltd. a Limited Company**; **("Seller")**

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants-(Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one (1) year with the County's sole discretion 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 and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Lubricants-(Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for a period of one (1) year with the County's sole discretion 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 and contingent upon cost remaining unchanged and; it is agreed that the Products will meet the specifications set forth in Exhibit "A" (RFB Packet) hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. 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.

5. General Provisions.

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

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Arguindegui Oil Company, II Ltd.
Attention: Carlos Arguindegui, Jr
4506 Hwy 359.
Laredo, Texas 78043

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

> (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any

solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Arguindegui Oil Company, II Ltd

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____
Steve Crain

Date:_____

APPROVED BY COMMISSIONERS COURT: _____

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2009-049-04-22-otm

SPECIFICATIONS

I. GENERAL INSTRUCTIONS AND CONDITIONS TO BIDDERS:

1. Bids must be submitted by and will be opened at **9:30 A.M., WEDNESDAY, APRIL 22, 2009** in the conference room located in the New Administration Building, 2812 S. Business Hwy 281, Edinburg, Texas.

2. Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

3. **BID ACCEPTANCE:**

   a) **UNSIGNED BIDS WILL NOT BE CONSIDERED.**
   b) **BIDS RECEIVED AFTER BID DATE WILL NOT BE CONSIDERED AND WILL BE RETURNED TO VENDOR UNOPENED.**
   BID DUE: 9:30 A.M. WEDNESDAY, APRIL 22, 2009
   c) **ONLY SEALED BIDS WILL BE ACCEPTED. FAXED BIDS WILL NOT BE ACCEPTED.**

4. For any questions pertaining to the bid specifications, please contact:
   Olga T. Montero, Buyer
   Phone Number (956) 292-7000 Ext. 4859 or email: olga.montero@co.hidalgo.tx.us

5. Any change to this bid documentation must be in a written addendum and signed by Martha L. Salazar, Purchasing Agent or her designee.

6. Detailed explanation of warranties must be provided with bid.

7. Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

8. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County.

9. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

10. No substitutes will be accepted after item(s) have been awarded as specified.

11. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforseen delay in award of new bid for next contract term.

12. To expedite evaluation of the bids it is mandatory that Hidalgo County forms be used to submit pricing information.

13. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern.

14. The bid price will include all shipping and handling charges.

15. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.

16. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.

17. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

18. Bid prices are to remain for a period of: (Whichever option bidder selects)

OPTION I: **Six Months (6) with County's sole discretion to extend the contract for an additional Six (6) Months and contingent upon cost to remain unchanged.**

OPTION II: **One (1) Year with County's sole discretion to continue this bid for an additional Sixty (60) Day Grace Period at the end of the contract term for unforseen delay in award of new bid.**

SELECT: _____Option 1 **Or** _____Option II

19. **Market Volatility and Unit Price Adjustments**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

20. No cash advance discount will be considered.

21. Bids shall be on the BID FORM enclosed and sealed in an envelope clearly marked:
Request for Bids: 2009-049-04-22-otm-"Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"

22. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.

23. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.

24. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids.

25. Hidalgo County reserves the right to award the bid to one bidder, multiple bidders or primary and secondary vendor(s) if the County determines it is in its best interest to do so.

26. **ERRORS IN BIDS, RELIEF OF BID**:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

27. **ADDITIONAL INFORMATION:**

Further Information required regarding this project can be addressed to the Hidalgo County Purchasing Department through Olga Montero at (956) 318-2626. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2812 S. Business 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or email: olga.montero@co.hidalgo.tx.us no later than, Wednesday, APRIL 15, 2009 at 5:00 P.M. at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., APRIL 17, 2009.

II. INSTRUCTIONS TO BIDDERS:

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

BID PRICE: Bid your lowest delivery price as of the bid opening date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 301 E. State, Pharr, TX.
c. Precinct #3: 400 W. 13th Street, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: PO Box 1228, Edinburg, TX.

1. **BID WITHDRAWAL:** No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.

2. **COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION**: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

3. **EVALUATION OF BID**: All bids shall be evaluated on all factors involved. (i.e. price, quality, and service, etc.,) whichever is in the best interest of the County.

4. **DEVIATIONS FROM SPECIFICATIONS**: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

5. **"OR EQUAL" INTERPRETATION CLAUSE:** Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers.

On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

6. **REPRESENTATIONS**: The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

   A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

   B) Size and/or weight shall be stated for lubricant grease and it shall be furnished in container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

   C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

   D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

8. Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

9. Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

10. Hidalgo county reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

III. BID AWARD:

1. Hidalgo County shall award the bid on a lump sum basis to one bidder and/or on an item by item bid basis, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.

2. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

3. The successful bidder will be notified of the award. Vendors requesting information on bid awards may contact the Purchasing Department at (956) 318-2626.

IV. DELIVERY INSTRUCTIONS:

1. Delivery hours are from 8:00 A.M. through 12:00 P.M., and 1:00 P.M. through 4:00 P.M. Monday through Friday.

2. Bidder shall deliver the requested amount of product within 24 hours following the request or earlier if requested.

3. If you need additional information, call the office listed below:

Martha L. Salazar, Purchasing Agent
(956) 318-2626

V. BILLING AND PAYMENT INSTRUCTIONS:

1. Invoices must include:
   a) Marked - **"HIDALGO COUNTY - LUBRICANT (GREASE, OIL, HYDRAULIC FLUID) AND ANTI-FREEZE PRODUCTS"**
   b) Copy of signed delivery ticket

2. County makes payments monthly upon receipt of a properly executed invoice and documentation from the consignee.

3. Contact person for Billing and Payment questions:

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

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2009-049-04-22-otm

ACKNOWLEDGMENT FORM -- NON-COLLUSIVE BIDDING CERTIFICATION

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with Hidalgo County for item(s) awarded to our company.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Hidalgo County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to briber, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Hidalgo County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Items Check List:

	Yes	No
1. Used County Forms	___	___
2. Bid Price firm ninety (90) days after bid opening with board action.	___	___
3. Acknowledgment Form shows full name and address of Bidder.	___	___
4. Acknowledgment Form signed by authorized representative.	___	___

5. Bid prices are to remain for a period of: (Whichever option bidder selects)

OPTION I: **Six Months (6) with Hidalgo County's sole discretion to extend the contract for an additional Six (6) Months and contingent upon cost to remain unchanged.**
YES _____ NO _____

OPTION II: **One (1) Year with Hidalgo County's sole discretion to continue this bid for an additional Sixty (60) Day Grace Period at the end of the contract term for unforseen delay in award of new bid.**
YES _____ NO _____

6. Literature submitted is the most current reflecting item(s) being bid.	___	___
7. Bidder shall deliver fuel requested within 24 hours after request by County.	___	___
8. I/We understand Hidalgo County reserves the right to increase or decrease quantity(s) up to 25% of item(s) awarded at bid price for the length of the contract as approved by County Commissioners.	___	___
9. I/We have read and understand:		
I. General Instructions to Bidders.	___	___
II. Instructions to Bidders.	___	___
III. Bid Award. Items	___	___
IV. Delivery Instructions.	___	___
V. Billing and Payment Instructions.	___	___

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2009-049-04-22-otm

ACKNOWLEDGMENT FORM

COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP:_____

AUTHORIZED SIGNATURE:_____

AUTHORIZED SIGNATURE (PRINT):_____

TITLE:_____

TELEPHONE NUMBER:_____

CELL NUMBER:_____

FAX NUMBER:_____

(MUST BE RETURN WITH BID)

EXHIBIT "B"
PAYMENT SCHEDULE

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"
2009-049-04-22-otm

ARGUINDEGUI OIL CO. AWARDED ITEMS – TAB SHEET

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Arguindegui Oil Co.
5 Gallon	$ 34.94
55 Gallon	$ 337.35
Bulk	$ 5.59

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Arguindegui Oil Co.
Gallon	$ 58.52
5 Gallon	$ 33.06
55 Gallon	$ 316.65
Bulk	$ 5.21

1E. **Rotella T (15 W-40 C J 4)**

	Arguindegui Oil Co.
Gallon	$ 9.52
5 Gallon	$ 43.35
55 Gallon	$ 429.88
Bulk	$ 7.27

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30**

	Arguindegui Oil Co.
Quart	$ 2.735
5 Gallon	$ 33.76
55 Gallon	$324.41
Bulk	$ 5.35

TAB SHEET (CON'T)

2B SAE10W-30

	Arguindegui Oil Co.
Quart	$ 2.72
5 Gallon	$ 32.88
55 Gallon	$ 314.71
Bulk	$ 5.18

2C SAE5W-20

	Arguindegui Oil Co.
Quart	$ 2.82
5 Gallon	$34.35
55 Gallon	$ 330.88
Bulk	$ 5.47

4 Tractor Hydraulic Fluids
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Arguindegui Oil Co.
5 Gallon	$ 33.47

5A SAE 80W-90 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Arguindegui Oil Co.
35# Pail	$ 38.18
120 Lb Keg	$ 117.76
400 Lb Drum	$ 372.94

5B SAE 85W-140 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Arguindegui Oil Co.
35# Pail	$ 38.18
120 Lb Keg	$ 117.76
400 Lb Drum	$ 372.94

TAB SHEET (CON'T)

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Arguindegui Oil Co.
35# Pail	$ 125.31

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6B ISO 46

	Arguindegui Oil Co.
55 Gallon	$ 393.00

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2009

PRODUCER Phone: 361/358-2412 Fax: 361/358-7403
TCOR Insurance Management
P.O. Box 790
Beeville TX 78104

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
Arguindegui Oil Company II LTD
PO Box 1367
Laredo TX 78042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance	
INSURER B: AMERICAN GUAR & LIAB INS	26247
INSURER C: RSUI Indemnity Company	
INSURER D: ZURICH AMERICAN INS CO OF IL	27855
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	
D	X	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	CPO9470237	6/27/2009	6/27/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Benefits	$1,000,000 $100,000 $ $1,000,000 $2,000,000 $2,000,000 $1,000,000
B	X	**AUTOMOBILE LIABILITY** ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CPO9470237	6/27/2009	6/27/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		**EXCESS/UMBRELLA LIABILITY** OCCUR X CLAIMS MADE DEDUCTIBLE X RETENTION $10,000	NHA049354	6/27/2009	6/27/2010	EACH OCCURRENCE AGGREGATE	$10,000,000 $ $ $ $
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Yes If yes, describe under SPECIAL PROVISIONS below	TSF0001130384	5/1/2009	5/1/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Workers Compensation contains Blanket waiver of subrogation endorsement as required by written contract. USL&H coverage is provided.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchase Dept
2812 S. Business Highway 281
Edinburg TX 78539 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

REQUIREMENTS AGREEMENT
C-09-049-07-14

THIS AGREEMENT is made effective this **July 14, 2009,** by and between the **County of Hidalgo, Texas ("County") and Oil Patch Fuel & Supply, Inc.; ("Seller")**

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants-(Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one (1) year with the County's sole discretion 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 and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Lubricants-(Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for a period of one (1) year with the County's sole discretion 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 and contingent upon cost remaining unchanged and; it is agreed that the Products will meet the specifications set forth in Exhibit "A" (RFB Packet) hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. 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.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or

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: Oil Patch Fuel & Supply, Inc.
Attention: David Lorenz
4004 N. Cage Blvd.
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. **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.

parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of

solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Oil Patch Fuel & Supply, Inc.

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____
Steve Crain

Date:_____

APPROVED BY COMMISSIONERS COURT: _____

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2009-049-04-22-otm

SPECIFICATIONS

I. GENERAL INSTRUCTIONS AND CONDITIONS TO BIDDERS:

1. Bids must be submitted by and will be opened at **9:30 A.M., WEDNESDAY, APRIL 22, 2009** in the conference room located in the New Administration Building, 2812 S. Business Hwy 281, Edinburg, Texas.

2. Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

3. **BID ACCEPTANCE:**

   a) **UNSIGNED BIDS WILL NOT BE CONSIDERED.**
   b) **BIDS RECEIVED AFTER BID DATE WILL NOT BE CONSIDERED AND WILL BE RETURNED TO VENDOR UNOPENED.**
   BID DUE: 9:30 A.M. WEDNESDAY, APRIL 22, 2009
   c) **ONLY SEALED BIDS WILL BE ACCEPTED. FAXED BIDS WILL NOT BE ACCEPTED.**

4. For any questions pertaining to the bid specifications, please contact:
   Olga T. Montero, Buyer
   Phone Number (956) 292-7000 Ext. 4859 or email: olga.montero@co.hidalgo.tx.us

5. Any change to this bid documentation must be in a written addendum and signed by Martha L. Salazar, Purchasing Agent or her designee.

6. Detailed explanation of warranties must be provided with bid.

7. Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

8. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County.

9. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

10. No substitutes will be accepted after item(s) have been awarded as specified.

11. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforseen delay in award of new bid for next contract term.

12. To expedite evaluation of the bids it is mandatory that Hidalgo County forms be used to submit pricing information.

13. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern.

14. The bid price will include all shipping and handling charges.

15. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.

16. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.

17. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

18. Bid prices are to remain for a period of: (Whichever option bidder selects)

OPTION I: **Six Months (6) with County's sole discretion to extend the contract for an additional Six (6) Months and contingent upon cost to remain unchanged.**

OPTION II: **One (1) Year with County's sole discretion to continue this bid for an additional Sixty (60) Day Grace Period at the end of the contract term for unforseen delay in award of new bid.**

SELECT: _____Option 1 **Or** _____Option II

19. **Market Volatility and Unit Price Adjustments**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

20. No cash advance discount will be considered.

21. Bids shall be on the BID FORM enclosed and sealed in an envelope clearly marked:
Request for Bids: 2009-049-04-22-otm-"Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"

22. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.

23. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.

24. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids.

25. Hidalgo County reserves the right to award the bid to one bidder, multiple bidders or primary and secondary vendor(s) if the County determines it is in its best interest to do so.

26. **ERRORS IN BIDS, RELIEF OF BID**:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

27. **ADDITIONAL INFORMATION:**

Further Information required regarding this project can be addressed to the Hidalgo County Purchasing Department through Olga Montero at (956) 318-2626. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2812 S. Business 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or email: olga.montero@co.hidalgo.tx.us no later than, Wednesday, APRIL 15, 2009 at 5:00 P.M. at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., APRIL 17, 2009.

II. INSTRUCTIONS TO BIDDERS:

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

BID PRICE: Bid your lowest delivery price as of the bid opening date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 301 E. State, Pharr, TX.
c. Precinct #3: 400 W. 13th Street, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: PO Box 1228, Edinburg, TX.

1. **BID WITHDRAWAL:** No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.

2. **COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION**: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

3. **EVALUATION OF BID**: All bids shall be evaluated on all factors involved. (i.e. price, quality, and service, etc.,) whichever is in the best interest of the County.

4. **DEVIATIONS FROM SPECIFICATIONS**: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

5. **"OR EQUAL" INTERPRETATION CLAUSE:** Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers.

On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

6. **REPRESENTATIONS**: The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

   A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

   B) Size and/or weight shall be stated for lubricant grease and it shall be furnished in container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

   C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

   D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

8. Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

9. Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

10. Hidalgo county reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

III. BID AWARD:

1. Hidalgo County shall award the bid on a lump sum basis to one bidder and/or on an item by item bid basis, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.

2. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

3. The successful bidder will be notified of the award. Vendors requesting information on bid awards may contact the Purchasing Department at (956) 318-2626.

IV. DELIVERY INSTRUCTIONS:

1. Delivery hours are from 8:00 A.M. through 12:00 P.M., and 1:00 P.M. through 4:00 P.M. Monday through Friday.

2. Bidder shall deliver the requested amount of product within 24 hours following the request or earlier if requested.

3. If you need additional information, call the office listed below:

Martha L. Salazar, Purchasing Agent
(956) 318-2626

V. BILLING AND PAYMENT INSTRUCTIONS:

1. Invoices must include:
   a) Marked - **"HIDALGO COUNTY - LUBRICANT (GREASE, OIL, HYDRAULIC FLUID) AND ANTI-FREEZE PRODUCTS"**
   b) Copy of signed delivery ticket

2. County makes payments monthly upon receipt of a properly executed invoice and documentation from the consignee.

3. Contact person for Billing and Payment questions:

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

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2009-049-04-22-otm

ACKNOWLEDGMENT FORM -- NON-COLLUSIVE BIDDING CERTIFICATION

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with Hidalgo County for item(s) awarded to our company.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Hidalgo County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to briber, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Hidalgo County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Items Check List:

	Yes	No
1. Used County Forms	___	___
2. Bid Price firm ninety (90) days after bid opening with board action.	___	___
3. Acknowledgment Form shows full name and address of Bidder.	___	___
4. Acknowledgment Form signed by authorized representative.	___	___

5. Bid prices are to remain for a period of: (Whichever option bidder selects)

OPTION I: **Six Months (6) with Hidalgo County's sole discretion to extend the contract for an additional Six (6) Months and contingent upon cost to remain unchanged.**
YES _____ NO _____

OPTION II: **One (1) Year with Hidalgo County's sole discretion to continue this bid for an additional Sixty (60) Day Grace Period at the end of the contract term for unforseen delay in award of new bid.**
YES _____ NO _____

6. Literature submitted is the most current reflecting item(s) being bid.	___	___
7. Bidder shall deliver fuel requested within 24 hours after request by County.	___	___
8. I/We understand Hidalgo County reserves the right to increase or decrease quantity(s) up to 25% of item(s) awarded at bid price for the length of the contract as approved by County Commissioners.	___	___
9. I/We have read and understand:		
I. General Instructions to Bidders.	___	___
II. Instructions to Bidders.	___	___
III. Bid Award. Items	___	___
IV. Delivery Instructions.	___	___
V. Billing and Payment Instructions.	___	___

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2009-049-04-22-otm

ACKNOWLEDGMENT FORM

COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP:_____

AUTHORIZED SIGNATURE:_____

AUTHORIZED SIGNATURE (PRINT):_____

TITLE:_____

TELEPHONE NUMBER:_____

CELL NUMBER:_____

FAX NUMBER:_____

(MUST BE RETURN WITH BID)

EXHIBIT "B"
PAYMENT SCHEDULE

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"
2009-049-04-22-otm

OIL PATCH AWARDED ITEMS – TAB SHEET

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Oil Patch
Quart	**$ 2.68**
Gallon	**$ 6.21**

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Oil Patch
5 Gallon	**$ 44.55**
55 Gallon	**$ 490.19**
Bulk	**$ 7.12 per gallon**

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Oil Patch
5 Gallon	**$ 43.95**
55 Gallon	**$483.20**
Bulk	**$ 7.53 per gallon**

1E. **Rotella T (15 W-40 C J 4)**

	Oil Patch
Quart	**$ 3.14**

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2D **SAE30**

	Oil Patch
Quart	**$ 2.53**
55 Gallon	**$515.75**

TAB SHEET (CON'T)

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Oil Patch
Quart	$ 2.25
Gallon	$ 6.49
5 Gallon	$ 34.80
55 Gallon	$ 382.91

3B **Type F ATF** meeting Ford M2C33-F specifications

	Oil Patch
Quart	$ 2.91
55 Gallon	$ 505.00

4 **Tractor Hydraulic Fluids**
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Oil Patch
55 Gallon	$ 397.07

5C **SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:**
GL-5, MT-1, Mack GO-J

	Oil Patch
35# Pail	$ 115.75
120 Lb Keg	$ 431.62
400 Lb Drum	$ 1440.00

5D **SAE 50W Synthetic Transmission lubricant meeting the following specifications:**
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Oil Patch
400 Lb Drum	$ 1381.13

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Oil Patch
35# Pail	$ 126.43
400 Lb Drum	$ 1381.13

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

	Oil Patch
35# Pail	$ 44.50
400 Lb Drum	$447.40

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

	Oil Patch
35# Pail	$ 44.50
400 Lb Drum	$ 477.40

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6A ISO 32

	Oil Patch
5 Gallon	$ 35.85
55 Gallon	$ 394.26

6B ISO 46

	Oil Patch
5 Gallon	$ 35.85

6C ISO 68

	Oil Patch
5 Gallon	$ 35.85
55 Gallon	$ 394.26

6D ISO 100

	Oil Patch
5 Gallon	$ 37.86
55 Gallon	$ 415.25

TAB SHEET (CON'T)

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon
Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

	Oil Patch
Pint	$ 1.65 (12 oz.)

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Oil Patch
Case 10	$ 21.93
35# Pail	$ 71.57
120 # Keg	$ 249.74
55 Gallon	$ 683.83

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Oil Patch
Case 10	$ 30.05
35# Pail	$ 99.95
120 # Keg	$ 333.96

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Oil Patch
1 Gallon	$ 8.80
55 Gallon	$ 505.50

10B Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

	Oil Patch
1 Gallon	$ 17.25
55 Gallon	$ 945.85

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

Size	Oil Patch
	$ 1.59 (19 oz.)

TAB SHEET (CON'T)

11B Aerosol Engine Degreaser

Size	Oil Patch
	$ 1.44 (15 oz.)

11C Aerosol Starting Fluid

Size	Oil Patch
	$ 1.58 (11 oz.)

11E Oil Absorbent

Size	Oil Patch
	$ 4.67

11F Gasoline Fuel Additive

Size	Oil Patch
	$ 23.50 (1 gallon)

11G Diesel Fuel Additive

Size	Oil Patch
	$ 23.50 (1 gallon)

11H Engine Oil Additive

Size	Oil Patch
	$ 24.50 (1 gallon)

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Oil Patch
5 Gallon	$ 19.26
55 Gallon	$194.58

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 06/09/2009

PRODUCER Capitol City Insurance/The Insurance Store 8030 N. Mopac Expressway 2nd Floor Austin TX 78759	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 Oil Patch Fuel & Supply, Inc. 1905 Bayou Court Brownsville TX 78526	INSURERS AFFORDING COVERAGE INSURER A: American Zurich Insurance Company c/o AMC INSURER B: American Guarantee & Liability Ins Co. c/o AMC INSURER C: Zurich Insurance c/o AMC INSURER D: INSURER E: Texas Mutual Insurance

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 X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	CPO9451422	10/01/2008	10/01/2009	EACH OCCURRENCE	$ 1000000
					FIRE DAMAGE (Any one fire)	$ 100000
					MED EXP (Any one person)	$ 5000
					PERSONAL & ADV INJURY	$ 1000000
					GENERAL AGGREGATE	$ 2000000
					PRODUCTS - COMP/OP AGG	$ 2000000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X MCS-90 X Pollution Liab Incl	CPO9451422	10/01/2008	10/01/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
					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 X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10000	CPO9451422	10/01/2008	10/01/2009	EACH OCCURRENCE	$ 4000000
					AGGREGATE	$ 4000000
						$
						$
						$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001162184	11/01/2008	11/01/2009	X WC STATU-TORY LIMITS OTH-ER	
					E.L. EACH ACCIDENT	$ 1000000
					E.L. DISEASE - EA EMPLOYEE	$ 1000000
					E.L. DISEASE - POLICY LIMIT	$ 1000000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

Hidalgo County Purchasing
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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 06/09/2009

PRODUCER Capitol City Insurance/The Insurance Store 8030 N. Mopac Expressway 2nd Floor Austin TX 78759	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 Oil Patch Fuel & Supply, Inc. 1905 Bayou Court Brownsville TX 78526	INSURERS AFFORDING COVERAGE INSURER A: American Zurich Insurance Company c/o AMC INSURER B: American Guarantee & Liability Ins Co. c/o AMC INSURER C: Zurich Insurance c/o AMC INSURER D: INSURER E: Texas Mutual Insurance

COVERAGES

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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CPO9451422	10/01/2008	10/01/2009	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] MCS-90 [X] Pollution Liab Incl	CPO9451422	10/01/2008	10/01/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C	EXCESS LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10000	CPO9451422	10/01/2008	10/01/2009	EACH OCCURRENCE AGGREGATE	$ 4000000 $ 4000000 $ $ $
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001162184	11/01/2008	11/01/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

Hidalgo County Purchasing
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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

AI-16336 **21.B.1.**

Contract Approval-Dos Logistics (Engineering Services In Connection With County Owned Buildings/Structures In Need Of Repairs/Renovations-Pct. #1

CC REGULAR

Date:	07/14/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

Presentation for consideration, acceptance and approval of final contract document with Dos Logistics (authorized for negotiations by CC on 06/08/09) for the provision of general engineering services for "Building/Structure Repairs and/or Renovations" for county-owned buildings/structures located in Precinct #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Dept. 121, obj. 334

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

BUDGETARY IMPACT:

Possible funding source obj. code will be 334 "Engineering & Architectural Services". Please refer to attached expense report as of 7-8-09 for funding availability. Engineering services are to be provided on an "as needed" basis.

Funding source object code may be subject to change depending on type of project and project parameters and will be identified once WA's are generated by engineering firm and individual projects are identified by user department.

Attachments

Link: Contract Documentation

Link: Pct. 1 Obj. 334 expense report as of 7-8-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2009 10:17 AM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 01:47 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/08/2009 02:06 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Vangie Garcia Started On: 07/02/2009 02:39 PM

Final Approval Date: 07/10/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-09-262-07-14

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and Dos Logistics, Inc.., Professional Engineers of **Weslaco, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services related to **"Building Repairs and/or Renovations-On An As Needed Basis"** 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 will terminate on July 14, 2010 (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. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor

rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and

the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work

to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** -

Supplemental Agreement Form, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs

incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered

additional work by the **Engineer,** if 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 **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the

Project are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must

change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from

error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County*** **Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance.* The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as

tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**Hidalgo County** **100 E. Cano, 2nd Floor** **Edinburg, Texas 78539**	**ENGINEER:**	**Dos Logistics, Inc.** **Attn: Eric C. Ybarra, President/CEO** **212 W. 3rd Street** **Weslaco, Texas 78596**

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:
Dos Logistics, Inc.

BY: _____
Eric C. Ybarra, President/CEO

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: _____
Stephen L. Crain

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

EXHIBIT "A"
Services to be Provided by 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

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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, prepianning 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

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

ENGINEER'S RATES

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 rates authorized by Hidalgo County Officials

EXHIBIT E

WORK AUTHORIZATION FORM

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 1**, 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 -

_____

_____

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. 1

BY: _____
Sylvia S. Handy County Commissioner

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

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 1**, 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:

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:
Dos Logistics, Inc.

BY: _____
Eric Ybarra, President

OWNER:
HIDALGO COUNTY PRECIENT NO. 1

BY: _____
Sylvia S. Handy County Commissioner

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 6/30/2009

PRODUCER
Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074
713-272-0558

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Dos Logistics, Inc.

212 West Third St.
Weslaco, TX 78596
956-968-8800

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Interstate Fire & Casualty	
INSURER B: Sentinel Insurance / Hartford	
INSURER C: Texas Mutual Insurance Company	
INSURER D: ECC Specialty Insurance Co.	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	CMR6200015-2	10-28-08	10-27-09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	61 UECK04021	08/08/08	08/08/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	0001199185	03/18/09	03/18/10	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D		OTHER Professional E&O	S707-10575-1	10-28-08	10-28-09	$2,000,000 occurrence $ 35,000 retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Pct. 1 for Engineering Services In Connection with County Owned Buildings/Structures In Need of Repairs/Renovations In Pct. 1... Hidalgo County Precinct 1 is named as additional insured on general liability subject to terms & conditions of the policy.

CERTIFICATE HOLDER

Hidalgo County Precinct 1
2812 S. Business Highway 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Ron Robertson

©ACORD CORPORATION 1988

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

This Certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

BEST AND FINAL OFFER

(BAFO)

DL INC
DOS LOGISTICS INC

CORPORATE OFFICE

July 2, 2009

Ms. Vangie Y. Garcia,/Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

RE: BAFO FOR PROFESSIONAL ENGINEERING SERVICES, PCT. 1

Dear Ms. Garcia:

Dos Logistics, Inc. (DL, Inc.) is excited about the opportunity to provide Professional Engineering Services (including developing plans, specifications, scope of work, etc.) in connection with, "Building Repairs and/or renovations on an as needed basis to comply with the Texas Engineering Practice Act for the Hidalgo County Precinct 1

After careful consideration of the detailed work to be performed regards to engineering services, DL, Inc.'s best and final offer for professional services are attached hereto. If the proposed cost estimates meet your approval, we are ready to begin services promptly and certainly look forward to working with Hidalgo County, Precinct 1 on this valuable project.

Thank you for your attention and consideration. If you have any questions, concerns, or require additional information, please do not hesitate to contact me at (956) 797-4601, or Mr. Hugo P. Gonzalez, P.E., Resident Engineer, at your earliest convenience.

Sincerely,

Tina Buchanan

TINA BUCHANAN
Contracts Manager

Enclosure

Evangelina Garcia

From: tina Buchanan [tinabuchanan@doslogistics.com]
Sent: Thursday, July 02, 2009 11:23 AM
To: 'Evangelina Garcia'
Cc: ericybarra@doslogistics.com
Subject: BAFO - Professional Engineering Services-Building Repairs and/cr Renovations On As Needed Basis Pct. 1
Attachments: BAFO Professional Engineering Services Pct 1.pdf

Ms. Vangie,

Attached is our BAFO – Professional Engineering Services-Building Repairs and/or Renovations On As Needed Basis Pct. 1
If you need any additional information, please do not hesitate to give me a call.

Tina Buchanan
Contracts Manager

Dos Logistics, Inc.
24114 FM 2556
Santa Rosa, Texas 78593
Office No. 956-797-4601
Fax No. 956-797-4630

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

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1201 R&B PRECINCT 1							
005							
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
005		**45,000.00**	**28,734.00**	**25,534.00**	**.00**	**3,200.00**	**88.86**
007							
9-1201-431-00-121-007-0-334	PCT1 LATERAL RD-ARCH & ENG SRV	.00	250.00	.00	.00	250.00	.00
007		**.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							
394							
9-1310-431-00-121-394-0-334	PCT.1-RAMOSVILLE-ENG&ARCH SRV	.00	266.50	.00	.00	266.50	.00
394		**.00**	**266.50**	**.00**	**.00**	**266.50**	**.00**
397							
9-1310-431-00-121-397-0-334	PCT.1-SAENZ-ENG&ARCH SRV	.00	403.10	.00	.00	403.10	.00
397		**.00**	**403.10**	**.00**	**.00**	**403.10**	**.00**
401							
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
401		**.00**	**571.06**	**.00**	**.00**	**571.06**	**.00**
402							
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
402		**.00**	**506.88**	**.00**	**.00**	**506.88**	**.00**
403							
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
403		**.00**	**506.88**	**.00**	**.00**	**506.88**	**.00**
404							
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
404		**.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							
019							
9-1311-431-00-121-019-1-334	AGUA DULCE-ENG & ARCH SRV	.00	177.18	62.99	114.19	.00	100.00
019		**.00**	**177.18**	**62.99**	**114.19**	**.00**	**100.00**
066							
9-1311-431-00-121-066-0-334	BAR #3-ENG & ARCH SRV	.00	1,129.25	.00	1,129.25	.00	100.00
066		**.00**	**1,129.25**	**.00**	**1,129.25**	**.00**	**100.00**
071							
9-1311-431-00-121-071-1-334	BARBOSA LOPEZ #1-ENG & ARCH SRV	.00	550.83	195.82	355.01	.00	100.00

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							
071							
071		**.00**	**550.83**	**195.82**	**355.01**	**.00**	**100.00**
103							
9-1311-431-00-121-103-1-334	BERNAL HEIGHTS #1-ENG & ARCH SRV	.00	153.03	.00	153.03	.00	100.00
103		**.00**	**153.03**	**.00**	**153.03**	**.00**	**100.00**
105							
9-1311-431-00-121-105-1-334	BERNAL-ENG & ARCH SRV	.00	284.33	.00	284.33	.00	100.00
105		**.00**	**284.33**	**.00**	**284.33**	**.00**	**100.00**
150							
9-1311-431-00-121-150-1-334	CHAPA III-ENG & ARCH SRV	.00	105.24	31.79	57.64	15.81	84.98
150		**.00**	**105.24**	**31.79**	**57.64**	**15.81**	**84.98**
230							
9-1311-431-00-121-230-1-334	DIMAS #3-ENG & ARCH SRV	.00	287.70	102.28	185.42	.00	100.00
230		**.00**	**287.70**	**102.28**	**185.42**	**.00**	**100.00**
244							
9-1311-431-00-121-244-0-334	EL MESQUITE-ENG & ARCH SRV	.00	393.25	139.80	253.45	.00	100.00
244		**.00**	**393.25**	**139.80**	**253.45**	**.00**	**100.00**
245							
9-1311-431-00-121-245-1-334	EL MONTE-ENG & ARCH SRV	.00	437.99	155.71	282.28	.00	100.00
245		**.00**	**437.99**	**155.71**	**282.28**	**.00**	**100.00**
318							
9-1311-431-00-121-318-1-334	HIGH LAND-ENG & ARCH SRV	.00	422.14	.00	422.14	.00	100.00
318		**.00**	**422.14**	**.00**	**422.14**	**.00**	**100.00**
368							
9-1311-431-00-121-368-0-334	LA BLANCA HEIGHTS-ENG & ARCH SRV	.00	2,305.34	.00	.00	2,305.34	.00
368		**.00**	**2,305.34**	**.00**	**.00**	**2,305.34**	**.00**
391							
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
391		**.00**	**666.14**	**236.81**	**429.33**	**.00**	**100.00**
392							
9-1311-431-00-121-392-0-334	LA PALOMA #1-ENG & ARCH SRV	.00	1,690.30	.00	.00	1,690.30	.00
392		**.00**	**1,690.30**	**.00**	**.00**	**1,690.30**	**.00**
495							
9-1311-431-00-121-495-0-334	NORTH CAPISALLO-ENG & ARCH SRV	.00	260.70	92.70	168.00	.00	100.00
495		**.00**	**260.70**	**92.70**	**168.00**	**.00**	**100.00**
509							
9-1311-431-00-121-509-1-334	OLD REBEL HEIGHTS-ENG & ARCH SRV	.00	2,316.13	.00	.00	2,316.13	.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							
509							
509		**.00**	**2,316.13**	**.00**	**.00**	**2,316.13**	**.00**
571							
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
571		**.00**	**1,022.35**	**363.45**	**658.90**	**.00**	**100.00**
631							
9-1311-431-00-121-631-0-334	ROSEDALE HEIGHTS-ENG & ARCH SRV	.00	2,631.69	.00	.00	2,631.69	.00
631		**.00**	**2,631.69**	**.00**	**.00**	**2,631.69**	**.00**
865							
9-1311-431-00-121-865-1-334	DIMAS #1-ENG & ARCH SRV	.00	277.24	98.56	178.68	.00	100.00
865		**.00**	**277.24**	**98.56**	**178.68**	**.00**	**100.00**
897							
9-1311-431-00-121-897-1-334	MEL GRAY-ENG & ARCH SRV	.00	3,847.86	.00	.00	3,847.86	.00
897		**.00**	**3,847.86**	**.00**	**.00**	**3,847.86**	**.00**
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							
063							
9-1312-431-00-121-063-0-334	BALLI ESTATES-ENG & ARCH SRV	.00	42,960.23	15,837.18	27,123.05	.00	100.00
063		**.00**	**42,960.23**	**15,837.18**	**27,123.05**	**.00**	**100.00**
120							
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
120		**.00**	**8,802.91**	**1,760.58**	**7,042.33**	**.00**	**100.00**
148							
9-1312-431-00-121-148-0-334	CHAPA NORTH-ENG & ARCH SRV	.00	6,866.64	1,716.32	5,150.32	.00	100.00
148		**.00**	**6,866.64**	**1,716.32**	**5,150.32**	**.00**	**100.00**
149							
9-1312-431-00-121-149-0-334	CHAPA SOUTH-ENG & ARCH SRV	.00	6,074.64	1,519.66	4,554.98	.00	100.00
149		**.00**	**6,074.64**	**1,519.66**	**4,554.98**	**.00**	**100.00**
181							
9-1312-431-00-121-181-0-334	COLONIA SAENZ-ENGINEERING & ARCH SERVIC	.00	5,365.41	1,073.09	4,292.32	.00	100.00
181		**.00**	**5,365.41**	**1,073.09**	**4,292.32**	**.00**	**100.00**
185							
9-1312-431-00-121-185-0-334	COLONIA WHALEN ROAD-ENG & ARCH SRV	.00	9,991.52	5,498.80	4,492.72	.00	100.00
185		**.00**	**9,991.52**	**5,498.80**	**4,492.72**	**.00**	**100.00**
215							
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
215		**.00**	**5,147.76**	**2,831.51**	**2,316.25**	**.00**	**100.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
220							
9-1312-431-00-121-220-1-334	DELTA WEST SUBDIVISION-ENG & ARCH SRV	.00	28,466.19	15,647.37	12,818.82	.00	100.00
220		**.00**	**28,466.19**	**15,647.37**	**12,818.82**	**.00**	**100.00**
228							
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
228		**.00**	**5,171.37**	**2,662.98**	**2,508.39**	**.00**	**100.00**
232							
9-1312-431-00-121-232-0-334	COLONIA BOYCE-ENGINEERING & ARCHIT SERVI	.00	10,771.64	2,154.33	8,617.31	.00	100.00
232		**.00**	**10,771.64**	**2,154.33**	**8,617.31**	**.00**	**100.00**
319							
9-1312-431-00-121-319-0-334	HIGH POINT SUBDIVISION-ENG & ARCH SRV	.00	9,702.00	2,424.64	7,277.36	.00	100.00
319		**.00**	**9,702.00**	**2,424.64**	**7,277.36**	**.00**	**100.00**
362							
9-1312-431-00-121-362-0-334	L & P-ENGINEERING & ARCHITECT SERVICES	.00	9,445.97	.00	.00	9,445.97	.00
362		**.00**	**9,445.97**	**.00**	**.00**	**9,445.97**	**.00**
387							
9-1312-431-00-121-387-0-334	LA MESA SUBDIVISION-ENG & ARCH SRV	.00	16,810.69	9,248.00	7,562.69	.00	100.00
387		**.00**	**16,810.69**	**9,248.00**	**7,562.69**	**.00**	**100.00**
423							
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
423		**.00**	**6,526.69**	**1,305.34**	**5,221.35**	**.00**	**100.00**
461							
9-1312-431-00-121-461-0-334	MID-VALLEY ESTATES-ENG & ARCH SRV	.00	18,801.76	10,346.69	8,455.07	.00	100.00
461		**.00**	**18,801.76**	**10,346.69**	**8,455.07**	**.00**	**100.00**
687							
9-1312-431-00-121-687-0-334	SO. PALM GARDENS EST.#1-ENG & ARCH SRV	.00	4,704.16	1,174.36	3,529.80	.00	100.00
687		**.00**	**4,704.16**	**1,174.36**	**3,529.80**	**.00**	**100.00**
688							
9-1312-431-00-121-688-0-334	SO. PALM GARDENS EST.#2-ENG & ARCH SR	.00	3,891.04	974.17	2,916.87	.00	100.00
688		**.00**	**3,891.04**	**974.17**	**2,916.87**	**.00**	**100.00**
779							
9-1312-431-00-121-779-0-334	VALLEY VIEW ESTATES-ENG & ARCH SERVICES	.00	11,602.31	2,320.47	9,281.84	.00	100.00
779		**.00**	**11,602.31**	**2,320.47**	**9,281.84**	**.00**	**100.00**
790							
9-1312-431-00-121-790-0-334	VILLAGE GROVE #2-ENG & ARCH SRV	.00	3,379.10	843.80	2,535.30	.00	100.00
790		**.00**	**3,379.10**	**843.80**	**2,535.30**	**.00**	**100.00**
804							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
804							
9-1312-431-00-121-804-0-334	WES-MER SUBDIVISION-ENG & ARCH SRV	.00	7,179.31	3,951.73	3,227.58	.00	100.00
804		**.00**	**7,179.31**	**3,951.73**	**3,227.58**	**.00**	**100.00**
855							
9-1312-431-00-121-855-0-334	ASH COUNTY-ENG & ARCH SRV	.00	10,430.01	5,734.31	4,695.70	.00	100.00
855		**.00**	**10,430.01**	**5,734.31**	**4,695.70**	**.00**	**100.00**
860							
9-1312-431-00-121-860-0-334	CHAPA #2-ENGINEERING & ARCHITECT SERVICE	.00	27,465.46	27,465.46	.00	.00	100.00
860		**.00**	**27,465.46**	**27,465.46**	**.00**	**.00**	**100.00**
895							
9-1312-431-00-121-895-0-334	MARY ANN-ENGINEERING & ARCHITECT SERVICE	.00	19,891.96	3,978.39	15,913.57	.00	100.00
895		**.00**	**19,891.96**	**3,978.39**	**15,913.57**	**.00**	**100.00**
896							
9-1312-431-00-121-896-0-334	MCKEE #1-ENG & ARCH SRV	.00	9,837.08	2,456.88	7,380.20	.00	100.00
896		**.00**	**9,837.08**	**2,456.88**	**7,380.20**	**.00**	**100.00**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**289,285.85**	**122,926.06**	**156,913.82**	**9,445.97**	**96.73**
9 YEAR		**45,000.00**	**341,720.24**	**149,939.97**	**161,585.47**	**30,194.80**	**91.16**

AI-16418 **21.B.2.**

Pct 1-CORRECTED EXHIBIT D in connection to C-08-227-02-09-TEDSI-Mile 6 W Project

CC REGULAR

Date:	07/14/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

Approval to SUBSTITUTE the correct Exhibit "D" Engineer's Rate Schedule in connection to Contract No. C-08-227-02-09 with TEDSI Infrastructure Group, Inc. for "Mile 6 West Road Improvements (between SH 107 and Mile 9 North) and as (approved by CC on 02/09/09) to reflect the final rates approved by TxDOT for this contract and not the erroneously and and inadvertently submitted schedule.

BACKGROUND

Contract # C-08-227-02-09-TEDSI-Pct 1
Corrected Rate Schedule by TEDSI-Exhibit "D"

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-121-039-0-731/711

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

BUDGETARY IMPACT:

PO #617534 for Tedsi Infrastructure Group, Inc.
Obj. 711-Amount available as of 7-9-09 $60,500.00.
Obj. 731-Amount available as of 7-9-09 $303,088.01.

Attachments

Link: Contract w/TEDSI

Link: Corrected Exhibit D-TEDSI

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/09/2009 10:13 AM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 10:31 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/09/2009 04:10 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Letty Saenz — Started On: 07/08/2009 03:16 PM

Final Approval Date: 07/10/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES
Contract No. C-08-227-02-09

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **TEDSI Infrastructure Group, Inc.** professional engineers of Mission, Texas, hereinafter called the **"Engineer"**.

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services** for **Mile 6 West Road Improvements between SH 107** and **Mile 9 North** for Hidalgo County Precinct Number One.

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 general engineering, rights of way & field topographic services 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 of the **Project** with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of Work Authorizations and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***-Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development of said Work Authorizations and fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, 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 at the completion of services as defined in Exhibit B, attached hereto. 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 or during periods when work is suspended.

3.2 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**.

3.3 Termination of Agreement. This Agreement may be terminated by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner without** cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 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 Work Authorization deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services.*** Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter

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 3) of reports; additional copies (over 3) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 3) of bidding documents; additional copies (over 3) 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 improvements provided in each Work Authorization.

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 Authorization**s 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 OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest

permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If the Work Authorization, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the Work Authorization or such portions of the Work Authorization 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 Work Authorization for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement or any contracts or Agreements related to the Work Authorization, 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 Work Authorization, as required through the course of the development of the Work Authorization. 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 Authorization** 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 Work Authorization'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** 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 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 costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into

the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan to enable it to reduce the construction cost the **Engineer** will be required to make such revisions or changes. These changes will be considered additional work by the **Engineer**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the Work Authorization deliverables are the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the Work Authorization without 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 Work Authorization, including, but not limited to, additions to or completion of the Work Authorization. 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 Work Authorization will be in 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 Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 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 the Work Authorization 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 any Work Authorization 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** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums 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 Work Authorization, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed in Work Authorizations, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer**'s experience and abilities with respect to performing the **Engineer**'s services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer**'s best efforts, skill, judgment and abilities to design the improvements in each Work Authorization 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 Work Authorization, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the Work Authorization, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer**'s services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer**'s services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the Work Authorization 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.

(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 Work Authorization; that because of such talent and training, the **Engineer** envisions the construction of the Work Authorization in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the improvements after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that may arise from the proper use of the improvements 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 improvements are within a class of foreseeable persons who will be relying on the improvements 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 Work Authorization, the **Engineer** represents, covenants and agrees that the **PS&E** of the improvements will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the improvements will conform to its foreseeable use with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the Work Authorization; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the improvement is designed; that the result of **Engineer**'s inspection of the improvements will be suitable for purposes for which the improvements were designed; and, the improvements will be inspected in a workmanlike, professional manner and will be suitable for the Work Authorization'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 Work Authorization, 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** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit 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 Work Authorization that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

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 Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

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 Work Authorization. Taking into consideration that the **Owner** has a significant investment in the development of the improvements, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million dollars **($1,000,000)** combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars **($250,000)** each person for bodily injury, five hundred thousand dollars **($500,000)** each occurrence for bodily injury, and one hundred thousand dollars **($100,000)** each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance)** showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **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. Noncollusion. 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 a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**Hidalgo County** **100 East Cano, 2nd Floor** **Edinburg, Texas 78539**	**ENGINEER:**	**TEDSI Infrastructure Group, Inc.** **1201 E. Expressway 83** **Mission TX 78572**

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 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.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 09 day of February, **2009**.

ENGINEER:
TEDSI Infrastructure Group, Inc.

BY: _____
Jesse Salinas, Principal

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas III, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)

Approved As To Form:
Atlas & Hall, LLP

By: _____

EXHIBIT "A"
SERVICES TO BE PROVIDED BY 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 **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) Provide Engineer with Geotechnical Data for pavement design and thickness.

EXHIBIT "B"

SCOPE OF SERVICES

TO BE PROVIDED BY ENGINEER

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

MILE 6 WEST ROAD – PHASE II
from SH 107 to Mile 9 North

The engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the Hidalgo County.

ROUTE AND DESIGN STUDIES

1) Develop and assemble Preliminary Construction Cost Estimates at 30%, 60% and 90% milestone submittals.
2) Develop Roadway Design Criteria; help prepare the Design Summary Report.
3) Attend and participate in the Design Concept Conference.
4) Conduct additional soil core hole drilling to supplement those already collected. Utilize existing soil boring information if available.
   a) Retaining Walls
   b) Miscellaneous Structures
   c) Bridges
5) Prepare foundation information summary for all structures.
6) Develop a feasibility study, design alternative analysis and/or a geometric schematic
7) Assist in developing a public involvement plan and accomplish tasks as necessary to effectuate the plan
8) Identify existing right of way limits and locate all major utilities within the study limits.
9) Determine minimum ROW and easement requirements using the proposed typical sections and preliminary cross sections. Adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of pavement for turn lanes, changes in side slopes to reduce ROW requirements, use of retaining walls to minimize ROW and environmental impacts, addition of the proposed pavement design section, and other changes in the roadway typical sections.
10) The ENGINEER will provide an Engineering Summary Report outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.
11) Conduct an analysis of traffic operations (level of service) for the intersecting streets using acceptable simulation software based on traffic data provided by TxDOT. This analysis will be used to determine the appropriate intersection design. Diagrams will also be developed of the existing and projected traffic volumes and turning movements, to be shown on the schematic drawing.
12) Obtain traffic counts at specific locations using tube counters and or personnel to obtain traffic counts.

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

1) Prepare environmental questionnaire and associated exhibits.
2) Prepare environmental documents (categorical exclusions or assessments) including the following elements, as appropriate:
   a) Description of the existing facility
   b) Description of the proposed action including appropriate discussions of roadway construction, utility construction, right-of-way needs and funding/construction cost
   c) Explanation of the need for the project
   d) Discussion of reasonable alternatives
   e) Potential social, economic and environmental factors
      i) Social impacts (i.e. relocations/displacements, environmental justice)
      ii) Economic impacts (i.e. property values, regional and individual access,
      (1) emergency response) iii. Environmental impacts (i.e. land use, water quality, noise, air quality,
      (2) vegetation, endangered species, historic/archaeological/cultural
      (3) resources, hazardous materials/contamination)
3) Discussion of secondary impacts

4) Conclusion of findings
5) Schedule, coordinate, attend and follow-up activities for public involvement meeting(s) and/or hearing(s).
6) Prepare exhibits for the public meetings, railroads, etc. as required.
7) The ENGINEER will perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.

RIGHT-OF-WAY & UTILITIES

1) Right-of-Way:
   a) Identify areas where temporary construction/driveway easements or agreements may be required.
   b) Prepare exhibits for driveway penetration agreements.
   c) Identify areas where additional rights of way or drainage easements may be required.
2) Utility Coordination:
   a) Identify & map existing and proposed utility locations. Proposed utilities will only be mapped if Microstation files depicting the proposed utilities are supplied by the utility company and they line up with the project datum and coordinate system.
   b) Coordinate and attend utility coordination meetings. Engineer to provide copies of plans and cross sections to the utility companies.
   c) Incorporate resolutions from utility coordination meetings into plans.
   d) Coordinate with utility companies to determine areas of conflicts.
   e) Provide coordination of utility adjustments with assistance from County. Provide technical assistance and meeting exhibits as needed.

FIELD SURVEYING

1) Obtain right of entry (short of litigation) to adjacent properties, as required.
2) Cross section drainage channels and drainage facilities as required.
3) Ties to existing bridges, bridge foundations, culverts and other existing drainage facilities as required.
4) Locate proposed soil core holes as drilled.
5) Establish x, y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others.
6) Update planimetries to accurately reflect changes in topography due to development, erosion, etc.
7) Provide aerial survey services to produce
   a) Digital Terrain Models
   b) Digital Ortho Rectified Photos
   c) Digital planmetric
8) Re-establish project baseline and appropriate offset(s) - recover and verify.
9) Provide project ties at limits of project in order to provide adequate length to establish grades.
10) Temporary signs, traffic control, flags, safety equipment, etc. Traffic control includes services of warning sign company to provide lane closures as required for safety of survey personnel.

ROADWAY DESIGN CONTROLS

1) Grading Design
   a) Finalize horizontal and vertical alignments, and superelevation transitions of roadways based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate. Prepare Horizontal Alignment Data sheets, Horizontal Alignment Layout sheets, and Survey Control Data sheets.
   b) Prepare Project Layout sheets.
   c) Develop Typical Sections & Form 1002 for submittal & approval. Prepare Existing and Proposed Typical Section sheets.
   d) Prepare Existing Plan sheets and Planing Layout sheets.
   e) Prepare plan and profile sheets for roadway and intersecting streets as required for widening and/or reconstruction.
   f) Develop Design Cross Sections - Design Cross Sections shall be submitted in electronic format and on 11" x 17" paper sheets or roll drawings. Design Cross-sections shall incorporate the following details on each section:

i) Baseline & ROW Designations.
ii) Existing Natural Ground, Finished Grade
iii) .Earthwork will be calculated according to specification and calculations shown for each cross section.
iv) Side Slope ratios.
v) Driveways as required.

g) Determine roadway quantities, including cut and fill quantities, and prepare quantity summary sheets. Show earthwork quantities on the plan sheets and cross sections.

DRAINAGE

1) Hydraulic Drainage Study and Documentation
   a) Gather information regarding existing drainage features, facilities and watersheds.
   b) Evaluate existing drainage conditions.
   c) Develop drainage area map and discharge rates. D. Hydraulic computations
      i) Cross Drain Culverts
      ii) Channels
      iii) Storm drainage/inlets
      iv) Drainage analysis of waterways
      v) Surface Channels/Ditches
2) Layout, Structural Design and Detailing of Drainage Features
   a) Culverts replacements and or extensions
   b) Storm drains
      i) New storm drainage
      ii) Modify existing storm drains
      iii) Inlets
      iv) Manholes
      v) Trunk lines
3) Storm Water Pollution Prevention Plan (SW3P)
   a) Develop SW3P Narrative
   b) Develop separate SW3P Plans for each phase of construction. SW3P controls may include but are not limited to temporary sediment fence, construction exits, detention ponds, and rock berms.
      i) Development of plans and details for Best Management Practices (BMPs) for permanent water quality features.
      ii) Scour evaluations and preparation of scour report as needed.
      iii) Determine quantities for drainage and SW3P items and prepare Summary of Quantity sheets.

SIGNING, MARKINGS AND SIGNALIZATION

1) Develop Traffic Signal Plans as required. Prepare Traffic Signal Layout and Detail Sheets
   a) Determine quantities and prepare quantity summary sheet
      i) List of all bid items
      ii) Bid item quantities
      iii) Specification item number
      iv) Paid item description and unit of measure
   b) Basis of estimate sheet (list of materials)
   c) General notes and specification data sheet
   d) Plan sheet(s)
      i) Existing traffic control that will remain (signs and markings)
      ii) Existing utilities
      iii) Proposed highway improvements
      iv) Proposed installation
      v) Proposed additional traffic controls
      vi) Proposed illumination attached to signal poles.
   e) Notes for plan layout

f) Phase sequence diagram(s)
   i) Signal locations
   ii) Signal indications
   iii) Phase diagram
   iv) Signal sequence table
   v) Flashing operation (normal and emergency)
   vi) Preemption operation (when applicable)
   vii) Interval timing, cycle length and offset
g) Construction detail sheets(s)
   i) Poles (TxDOT standard sheets)
   ii) Detectors
   iii) Pull Box and conduit layout
   iv) Controller Foundation standard sheet
h) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
i) General Traffic Signal Requirements
   i) Contact local utility company
      (1) Confirm power source
      (2) Discuss route of aerial or underground interconnect cable (when applicable)
      (3) Adjustment of overhead utility lines
   ii) Prepare governing specifications and special provisions list
   iii) Prepare traffic signal estimate

2) Signing and Pavement Marking Plans
   a) Signing and Pavement Marking Layouts, details include:
      i) Roadway layout
      ii) Center tine with station numbering
      iii) ROW lines
      iv) Culverts and other structures that present a hazard to traffic
      v) Approximate location of utilities
      vi) Existing signs to remain, to be removed, to be relocated
      vii) Proposed signs (illustrated and numbered)
      viii)Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
      ix) Quantities of existing pavement markings to be removed
      x) Proposed delineators and object markers
   b) Determine quantities and prepare Summary of Small Signs Tabulation
   c) Determine quantities and prepare Summary of Large Signs Tabulation including all Guide Signs
   d) Sign Detail Sheets
      i) Ail signs except route markers
      ii) Design details for large guide signs
      iii) Dimensions of letters, shields, borders, corner radii etc.
      iv) Designation of shields attached to guide signs
      v) Designation of arrow used on exit direction signs
   e) Determine final pavement marking and delineation quantities and prepare Pavement Marking Summary sheet

MISCELLANEOUS (ROADWAY)

1) Retaining Walls
   a) Prepare Retaining Walls Layouts and Details, possible wall types:
   b) Retaining Wall Layouts (PLAN), include:
      i) Designation of reference line
      ii) Beginning and ending retaining wall stations
      iii) Offset from reference line
      iv) Horizontal curve data

v) Total length of wall
vi) Indicate face of wall
vii) All wall dimensions and alignment relations (alignment data as necessary)
viii) Soil core hole locations
ix) uncontaminated, subsurface drainage details

c) Retaining Wall Layouts (ELEVATION), include:
i) Top of wall elevations at each joint or intervals
ii) Existing and finished ground line elevations
iii) Limits of measurement for payment
iv) 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.
v) Uncontaminated, subsurface drainage details

d) Foundation Studies shall be obtained at approximately 100 foot intervals along retaining wall alignments over soft or questionable ground. The core holes shall extend a minimum of 15 feet below the footing elevation or deeper (as soil conditions warrant). In no instance should the spacing of core holes exceed 500 feet.

e) Determine Retaining Wall Quantities and Estimate. Prepare Summary of Quantities sheet.

f) Typical Retaining Wall cross sections.

g) General Guidelines for Retaining Walls. For projects where total estimated retaining wall quantity exceeds 30,000 square feet, preliminary retaining wall layouts shall be submitted no later than 6 months prior to the Austin Division PS&E submission deadline.

2) Illumination

a) Illumination Plan Layouts
i) Roadway layout noting pavement edges, shoulders, curbs, retaining walls, etc.
ii) Center line with station numbering.
iii) ROW lines.
iv) Symbol legend. Use department standard symbols for lighting and electrical.
v) Culverts and other structures that present a hazard to traffic.
vi) Location of underground utilities, if not shown on plan profile.
vii) Location of overhead electrical tines, both crossing and parallel to ROW.
viii) Existing sign lighting circuits and roadway illumination to remain or be removed.
ix) Existing service poles, electrical circuits, ground boxes, etc.
x) Contact electric utility for service pole locations, voltage characteristics.
xi) Location of proposed roadway illumination
xii) Proposed electrical circuits.
xiii) 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.

b) Prepare FAA forms and letters if required.

3) Determine if intersections at the frontage roads will require re-grading to meet ADA requirements across the accessible route.

4) Widen the intersections for right turn lanes and left turn lanes as identified by the TxDOT Traffic Engineer.

5) Develop Miscellaneous Roadway Details.

6) Develop Driveway Details & Summaries. Determine and design driveways required for reconstruction to meet ADA requirements.

7) Formulate and Prepare Traffic Control Plan, Detours and Sequence of Work Narrative. Develop Traffic Control Plan (TCP) for all phases of construction. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the current Texas MUTCD, the current Barricade and Construction (BC) Standards or the current Traffic Control Plan Standards (TCP). For the purposes of this contract, the TCP will be developed according to the District's Guidelines for Traffic Handling. For the purposes of this contract, the traffic control plans (including temporary drainage, signing, striping and signalization) will be developed in conjunction with adjoining projects, and shall include Traffic Management System and Joint Bid Utility facilities. The Engineer shall interface and coordinate alt phases of work, including the traffic control plans, with the State's consultant(s) preparing the PS&E of the proposed project immediately

adjacent to this project.

a) Formulate overall Traffic Control concepts and construction sequence phases.
b) Develop Sequence of Work Narrative describing of all phases of the TCP that typically appears in the construction contract proposal. As such, the narrative is not required to appear on the individual TCP sheets.
c) Develop TCP Layouts and Details for all phases of construction. The following items are required on all TCP Layouts:
    i) The sequence of construction and method of handling traffic during each phase.
    ii) The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include temporary 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, and temporary illumination.
    iii) The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
    iv) Where detours are provided, typical and design cross sections shall be shown and/or provided.
    v) Road construction work hours shall be directed by the State and specified for all phases of the TCP.
d) Develop TCP quantities and prepare Summary of Quantity sheets.
e) Develop CPM Construction Schedule utilizing Suretrack Software.

8) Prepare Title Sheet and Index sheets.
9) Calculate project quantities and prepare quantity summary sheets.
10) Prepare special specifications for non-standard items, if required, and a list of special provisions to be used. New specification book will be utilized on this project.
11) Prepare general notes applicable to the project.
12) Prepare list of TxDOT Standard Drawings to be included in the plans, provide mylar of each.
13) Prepare list of right-of-way encroachments if needed.
14) Assemble plans for project milestones. Three reproducible paper (11" x 17") copies of the plans shall be submitted to the TxDOT Contract Management Office at the 30%, 60%, 90% and 95% design completion stages.
15) The 95% design completion submittal shall include those items listed in the Pharr District Checklist.
16) Attend review meetings for project milestones and make necessary revisions to the plans.
17) Upon completion of the District review of the plans, the Engineer shall assemble and furnish signed original Mylar (11" x 17") drawings which shall include all applicable standards.
18) Assemble and furnish CADD files of all project files.
19) Coordinate with County staff, TxDOT, local municipal agencies, utility companies, and subconsultants.
20) Agreements - Prepare exhibits for Utility Agreements at 30%, 60%, and 90% project review milestones. This will consist of paper copies of Plan & Profile sheets, typical sections, cross sections, traffic signal and illumination foundation locations and the title sheet. Work does not include design of utility adjustments.

BRIDGE DESIGN

1) Preparation of Structural Details
    a) New Structures
    b) Replacement Structures and Widenings
    c) Bridge Classification Culverts
        i) New Bridge Class structures as required
        ii) Modification/extension of existing structures as required
2) Preparation of Bridge Layouts (each bridge)
    a) Bridge Layouts (PLAN)
        i) Horizontal curve information or bearing of centerline.
        ii) Including horizontal, vertical, and template information of all roadways or railroads crossed.
        iii) Bearing of center line or reference line.
        iv) Skew angle(s).
        v) Slope for header banks and approach fills.
        vi) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
        vii) Approach pavement and crown width.

viii) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
ix) Bridge end treatments (cement stabilized backfill details, etc.)
x) Limits and type of riprap.
xi) Proposed features under structure.
xii) Location of profile grade line.
xiii) North arrow.
xiv) Typical bridge roadway section including preliminary proposed beam types and spacings.
xv) Cross slope and superelevation data.
xvi) Minimum horizontal clearances will be calculated and indicated (dimensioned) to controlling features, when applicable.
xvii) Location of soil core holes (station and offset), shown on layout.
xviii) Bent stations and bearings.
xix) Retaining wall locations.
xx) Traffic flow directional arrows.
xxi) Railing types shown (use single slope railing unless otherwise directed).
xxii) Joint types and seal size, if used.
xxiii) Beam line numbers consistent with span details.
xxiv) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
xxv) Bearings of utilities.
xxvi) Overhead sign bridge locations, if applicable

b) Bridge Layouts (ELEVATION)
i) Type of foundation.
ii) Finished grade elevations at beginning and end of bridge,
iii) Overall length of structure.
iv) Length, type of spans and units.
v) Type of railing.
vi) Minimum calculated vertical clearance(s).
vii) Existing and proposed ground lines clearly marked.
viii) Grid elevations and stations.
ix) Bent numbers encircled.
x) Stationing of bridge compatible with grid stations.
xi) Standard title.
xii) Profile grade data.
xiii) Type of riprap.
xiv) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
xv) Dowel locations at all bents.
xvi) Column "H" heights.
xvii) Number, size and length of foundations.
xviii) Overhead sign bridge locations.

c) Additional layout requirements for waterway structures and bridge classification culverts.
i) Design and 100-year peak discharges.
ii) Design and 100-year high water (HW). (Recorded HW and date if available.)
iii) Natural and through-bridge velocities for design and 100-year floods.
iv) Calculated backwater for design and 100-year floods.
v) Direction of flow for waterway crossings.
vi) Contours for water crossing.

3) Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
4) The minimum number of soil core holes shall be determined in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately 200 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 betaken at closer intervals in the upper 15 feet.

5) Bridge Total Quantities, Cost Estimates, and Summary Sheets (each bridge)
6) Bridge Special Provisions and Specifications (each bridge)
7) Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
8) General Guidelines for Bridge Design - The Engineer shall prepare a bridge layout of each bridge structure for the District'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 State 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, FHWA, US Army Corps of Engineers, Texas Parks and Wildlife. Consequently, the Engineer's design contract schedule should reflect all bridge layouts being submitted at the earliest possible date, and generous review times should be associated with the submittals.
9) General Bridge Design Considerations
   a) Consider use of integral abutment in conjunction with cantilever drilled shaft wall.
   b) Provide structural evaluation for the possibility of using existing bridge drilled shafts and/or columns if the bridge is replaced.
   c) Provide recommendations for the possibility of using pre-cast caps or columns.

EXHIBIT "C"
WORK SCHEDULE

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT “D"
FEE SCHEDULE

Exhibt D

Engineer's Contract Rate Schedule

LABOR

JOB DESCRIPTION	* TxDOT BASE RATE
Engineering	
Sr. Project Manager	$69.91
Project Manager	$58.07
Sr. Engineer	$50.63
Project Engineer	$45.09
Engineer	$34.26
Sr. Engineer Designer	$38.65
Engineering Designer	$33.88
CADD Operator	$31.88
Secretary	$19.35

*** Contract Rate to be TxDOT Base Rate time standard multiplerwith profit.**

DIRECT EXPENSES:***

Mileage	$ Current GSA Travel Rate/Mi.
Car Rental	$ At Cost
Lodging (in state)	$ Current GSA Per Diem Rate
Meals	$ Current GSA Per Diem Rate
Air Travel	at cost
Overnight Carrier cost	$40/letter
GPS Equipment	$500/day
Copies (8 ½ x 11)	$0.10/ea
Color Copies (8 ½ x 11)	$1.00/ea
Copies (11 x 17)	$0.20/ea
Color Copies (11 x 17)	$2.00/ea
Mylar (11 x 17) Plots	$3.50/ea
Color Mylar (11 x 17) Plots	$7.00/ea
Bond Plots	$1.00/sq. ft.
Color Bond Plots	$2.50/sq. ft.
Mylar Plots	$2.50/sq. ft.
Color Mylar Plots	$5.00/sq. ft.
Photo Quality Color Plots	$12.00/sq. ft.

*** 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. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Official

EXHIBIT "E"
WORK AUTHORIZATION

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**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc**. professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is to provide services as indicated below:
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. Funding. This Work Authorization No.___ shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL Period of Service.**

PART 5. 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 6. Responsibilities and **Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ____ day of _____, **2009.**

HIDALGO COUNTY COMMISSIONER PCT. 1

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court as indicated below and effective as of _____day of _____, **2009.**

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

BY: _____
Jesse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III (County Judge)

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be provided by the Owner
ATTACHMENT "B"	-	Services to be provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "F"
SUPPLEMENTAL AGREEMENT

EXHIBIT "F"

Supplemental Agreement Form

WORK AUTHORIZATION NO. __

SUPPLEMENTAL AGREEMENT NO. _____

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP, INC.** professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is to provide services as indicated below: 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 Services. 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 _____, 2009

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

BY: _____
Jesse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III (County Judge)

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "G"
CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/11/2008

PRODUCER 713-463-4550 FAX 713-463-4590
Bell Insurance Group
4544 Post Oak Place, Suite 320
Houston, TX 77027
Sherry Henderson

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Cas. Co. of Reading PA	20427
INSURER B: National Fire Insurance	20478
INSURER C: Continental Casualty Company	20443
INSURER D: Transportation Insurance Company	20494
INSURER E:	

INSURED TEDSI Infrastructure Group, Inc.
10260 Westheimer
Suite 460
Houston, TX 77042

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 X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	1075066054	09/11/2008	09/11/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	2097261054	09/11/2008	09/11/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	2090503299	09/11/2008	09/11/2009	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC268980107	09/11/2008	09/11/2009	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C		OTHER Professional Liability	AEH113771047	09/11/2008	09/11/2009	Each claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo is named as additional insured with respects to general liability and automobile policies, but only the specific risk and liabilities assumed under written contract with the named insured and subject to policy conditions. A blanket Additional Insured endorsement is attached to the automobile liability and general liability policies (SB-146968-A).

CERTIFICATE HOLDER

County of Hidalgo
Attn: Ms. Martha L. Salazar
100 E. Cano
5th Floor Adm. BLdg.
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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Byron Johnson/SHERRY

©ACORD CORPORATION 1988

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

January 28, 2009

PROJECT: Mile 6 W.
COUNTY: HIDALGO
DISTRICT: PHARR

Hidalgo County Department of Budget & Management-Budget Division
100 E. Cano, 2nd Floor, Administrative Building
Edinburg, TX 78539
ATTN: Mr. Sergio Cruz

Dear Mr. Cruz:

We have reviewed the scope and fees for the aforementioned project. We concur with the scope and fees. We recommend endorsement of contract.

If you have any questions or if we may be of any assistance, please call Jesus A. Noriega at 702-6264.

Sincerely,

Hector P.Gonzalez, P.E.
Pharr Area Engineer

21.B.2.

AI-13868
Pct 1-Professional Engineering Agreements-TEDSI-Mile 6 W Project w/WA#1 & CORRECTED-Contract#C-08-226-09-30 for the Mile 2 W Proj
CC REGULAR

Date: 02/09/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting approval of a "Professional Engineering Services Contract" (approved as form by legal counsel) with TEDSI Infrastructure Group, Inc. for "Mile 6 West Road Improvements (between SH 107 and Mile 9 N)" for Hidalgo County Pct. 1;

B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of $1,817,940.03 with TEDSI Infrastructure Group, Inc. to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-227-02-09 for "Mile 6 West Road Improvements (between SH 107 and Mile 9 North)" ;

C. Presentation for discussion and approval of a CORRECTION to Contract No. C-08-226-09-30 with TEDSI Infrastructure Group, Inc. for the "Mile 2 West Road Improvement (between Mile 12 N and Mile 7 1/2 N project approved by CC on 09/30/08) on page 2 of 20, Article 3 Period of Service, Section 3.3(5)-Termination of Agreement deleting the word "with" and replacing with the word "without" and thus complying with the legal notices on the original (Request for Qualifications packet for the Pool of Engineers);

BACKGROUND

Contract No. C-08-227-02-09-TEDSI-Mile 6 W Project-Pct 1 (approved by legal counsel)
Work Authorization No. 1-TEDSI-Mile 6 W Project
Corrected-Contract No. C-08-226-09-30-TEDSI-Mile 2 W Project-Pct 1

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-121-039-0-731/711
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Professional Engineering Agreements-TEDSI-Mile 6 W Project
Link: Mile 6 W Project w/WA#1
Link: CORRECTED-Contract#C-08-226-09-30

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/05/2009 05:26 PM	APRV

EXHIBIT "E"

Contract No. C-08-227-02-09
Work Authorization Form

WORK AUTHORIZATION NO.1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is to provide services for Mile 6 West from SH-107 to Mile 9 North as indicated below:

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 lump sum amount for services under this Work Authorization is **$ 1,906,248.19**. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**. This amount will be reduced by **$ 88,308.16** for amounts previously paid under **Contract No. C-07-050-05-22**. The new amount payable under **Contract No. C-08-227-02-09** is **$ 1,817,940.03**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement.**

PART 4. Funding. This Work Authorization No. 1 shall be funded through funding source:
Account No. **9-1315-431-00-121-039-0-731/711**
Requisition No. _____ **(MUST BE INCLUDED AFTER COUNTY COURT 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 scope of work as indicated in **Attachment B.**

PART 6. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acknowledgement and Confirmation. Acknowledgement and confirmation by Hidalgo County Precinct No. 1, Commissioner Sylvia S. Handy, as to the content and detail of this Work Authorization No. 1.

Hidalgo County Precinct No. 1
By: _____
Sylvia S. Handy, Commissioner

Part 8. Acceptance and Approval. This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 2/9/09 as indicated below and effective as of 9th day of February 2009.

A purchase order will be issued by the Hidalgo County Purchasing Department after execution of this document. Issuance of the purchase order will serve as the written Notice to Proceed on this Work Authorization.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jesse Salinas, (Principal)

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

THE OWNER
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

LIST OF ATTACHMENTS
ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" – Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal

WORK AUTHORIZATION NO. 1

MILE 6 WEST ROAD

SH-107 to Mile 9 North

ATTACHMENT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings and public involvement meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) TxDOT to provide the Owner flexible pavement design for proposed pavement.
15) Traffic data and turning movement counts

WORK AUTHORIZATION NO. 1
MILE 6 WEST ROAD
SH-107 TO MILE 9 NORTH
ATTACHMENT "B"

Scope of Services to be Provided by the Engineer

CSJ:	0921-02-168
Highway:	Mile 6 West Road
County:	Hidalgo
Limits:	From SH 107 south to Mile 9 North
Project Length:	7.5 miles
Area Office:	Pharr Area Office

Project Description
Reconstruct and Widen Roadway

Existing Conditions
The existing 20-foot paved two-lane roadway

Proposed Improvements
Construct 68 foot paved rural roadway consisting of four 12-foot travel lanes and a two 10- foot shoulders. In addition a temporary detour shall be constructed to provide continuous two way traffic at all times.

GENERAL MANAGEMENT/COORDINATION

1) The Engineer shall design, develop and prepare all documents in English units.
2) The Engineer shall develop/submit a work schedule with milestone activities and/or deliverables identified.
3) The Engineer shall utilize Microstation computer graphics system. Roadway design for the route study will be developed GEOPAK.
4) The Engineer shall be required to meet with designated County's representatives, utility companies, adjacent and affecte landowners as required for coordination during the development of the project.
5) The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.
6) Right of Entry: It will be the responsibility of the Engineer to secure permission, short of litigation, to enter private property for purposes of survey, environmental and Engineering investigations. The Engineer will, at all times, contact the property owner prior to any entry onto the owner's property.
7) The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project.
8) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms with the team. Quality review will include technical requirements.

ROUTE AND DESIGN STUDIES

1) Develop and assemble Preliminary Construction Cost Estimates.
2) Develop Roadway Design Criteria; prepare the Design Summary Report.
3) Attend and participate in the Design Concept Conference.
4) Design Schematic
   a) Develop a design schematic based on alignment previously selected and submit to TxDOT for review.
   b) Revise schematic to incorporate TxDOT's comments
   c) Identify irrigation system impacted by proposed improvements. Show proposed location for relocation of irrigation systems impacted. Design and detailing of irrigation systems is not included in the scope of work.
5) Use TxDOT provided flexible pavement design report.
6) Assist in developing a public involvement plan and accomplish tasks as necessary to effectuate the plan
7) Identify existing right of way limits and locate all major utilities within the study limits.

8) Determine minimum ROW and easement requirements using the proposed typical sections and preliminary cross sections. Adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of pavement for turn lanes, changes in side slopes to reduce ROW requirements, use of retaining walls to minimize ROW and environmental impacts, addition of the proposed pavement design section, and other changes in the roadway typical sections.
9) The ENGINEER will provide an Engineering Summary Report outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.
10) Development of level of service analysis, turning movement counts or traffic counts are not included in scope.

FIELD SURVEYING

1) Work shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board o Professional Land Surveyors.
2) The Engineer shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performin services under this work authorization. The Engineer's Surveyor shall comply with the regulations of the most recent editio of the "Texas Manual on Uniform Traffic Control Devices".
3) Project Control and Baseline (Set in location clear of proposed improvements)
   a) Establish Horizontal and Vertical Control Benchmarks by setting permanent benchmarks with an Aluminum disk on 5/8" iron rod set in concrete, every 1000' throughout the limits of the project. Establish elevations on set points withi the specifications of the TSPS Category 8. If applicable, NGS first order benchmarks shall be incorporated into the leve loops utilizing the NAVD88 Datum elevations. Signed and Sealed, RPLS, control data sheets shall be created for th newly establish BMs and included in the deliverables.
   b) Stake existing centerline
      i) Set 2' #5 iron rods at every 1000 ft, at all angle points, PC's, PT's and all intersecting roadways. Center poin to be set are every 1000 feet.
      ii) Reference all angle points, PC's, PT's, and at 1000 foot interval stations with iron pins on the right of way lin (on both sides).
      iii) Stationing shall correspond with the design centerline. Stationing shall be painted at 500-foot stations on th pavement using traffic paint.
4) Obtain cross sections every 100 ft at whole stations. Cross sections to extend 10 ft outside of proposed right of way. Obtai additional survey information as necessary to accurate develop a digital terrain model (DTM).
5) Topographic Survey (All work will be to 10 foot outside of the proposed ROW)
   a) Obtain driveway cross sections. Cross sections to extend 10 ft outside of proposed right of way.
   b) Update Inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved
   c) Side Drains
      i) Obtain approximate roadway centerline station.
      ii) Obtain size, length, description of structure, and conditions.
      iii) Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
      iv) Label descriptions (size and length) on each side drain.
6) Culverts:
   a) Obtain size of drainage structure, type, skewed angle, and material. Label and describe each structures (for example if it's an irrigation or drainage culvert) size and length.
   b) Locate and obtain inlet and outlet flow lines elevations at structures, top of headwall, aprons, edge of pavement, and center line.
   c) Obtain profile and cross sections of upstream and downstream ravines on man-made channels leading from and to the existing or proposed structure. These profiles and cross sections shall extend from inlet and outlet flow lines to distance of 500 ft. beyond the right of way or as directed by the Engineer.
   d) Determine type of wingwall (i.e. flared wingwall, parallel, etc…) and safety end treatments (pipe runners, safety end treatments, barrier rail, etc…) according to TxDOT standards. For barrier rail include type of end treatments, location, type, length, and height.
   e) Obtain pictures of culverts barrels and outlet and inlet view to right of way line.
7) Fence, Mailboxes, and Sign Inventory:
   a) Locate and obtain mailboxes inventory (type-identify as single, double or multiple) for all mailboxes within R.O.W. and at all intersection locations. Include photographs.

b) Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations Include pictures.

8) Miscellaneous
   a) This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
   b) ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.
   c) Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.
   d) Survey in miscellaneous items not indicated above that are within the existing and proposed right of way.

RIGHT OF WAY SURVEY

1) Utility (All work will be to 10 foot outside of the proposed ROW)
   a) The Engineer shall meet with Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The Engineer shall prepare the minutes for these meetings and forwarded to the County. The Engineer shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:
      i) Activities completed since last meeting
      ii) Problems encountered.
      iii) Late activities.
      iv) Activities required by the next progress meeting.
      v) Solutions for unresolved and/or anticipated problems.
      vi) Information or items required from other agencies/consultants.
   b) If a reimbursable utility relocation exists, the Engineer shall request conveyance documents from the utility provider.
   c) The Engineer shall notify the Utility companies in writing and request the following information in writing:
      i) Project letting date and request they relocate prior to letting.
      ii) Develop their relocation plan according to Utility Accommodation Policy Manual.
      iii) Forward their relocation plan to the Engineer.
      iv) Request in writing when relocation of utilities will be complete.
      v) Upon immediate completion of relocation, request they forward as-built plans to the County.
   d) The Engineer shall develop the typical sections, alignment, and preliminary cross sections addressing the utility location and shall forward these to the respective utility company.
   e) The Engineer shall update all files and plans based on the utility company responses.
   f) The Engineer shall identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The Engineer shall forward these layouts to the County and the utility companies. During design process, the Engineer shall field verify all visible utility conflicts.
   g) The Engineer shall verify the proposed relocation plan submitted by the Utility companies to assure their design is according to Utility Accommodation Policy Manual. Upon the Engineer's review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State.
   h) Contact "One Call" to request marking of underground utilities
   i) Request existing utility information from local utility companies
   j) The Engineer will perform any surveying necessary to for horizontal location of located, "Flagged", underground utilities and visible overhead utilities.
   k) The Engineer will obtain measure downs on utilities as follows
      i) Top of key on gas line values
      ii) Top of key on water line values
      iii) Flowline, size of tie-ins and direction of flow for sanitary sewer manholes
      iv) Flowline, size pipe for irrigation systems
      v) Flowline and size of system for inverted siphons.
   l) Subsurface Utility Engineering is not included in the scope of work.

2) Right of Way
   a) The Engineer shall stake all proposed right of way and drainage easement necessary for preparation and construction of this project as required to finalize the acquisition process and as required for utility relocations.

b) Right of Way Map (NOT SEALED) Development – The Engineer will provide the Right of Way Maps in accordance with the TxDOT Checklist below:

i) General
   (1) Graphics files will be in Microstation and Word software.
   (2) Photos of proposed ROW staking included.
   (3) Field notes and Parcel Plats are numbered continuous.
   (4) Scale shall be 1"=50' for 34" x 22" plans and 1"=100" for 11" x 17" plans

ii) Title Sheet Requirements
   (1) Title and description of project including county, limits, etc.
   (2) Vicinity map with begin and end sta.
   (3) Equations and Exceptions
   (4) Index
   (5) Legend
   (6) Title block completely filled out with Construction and R.O.W. CSJs'
   (7) List all Major Utilities from Station to Station

iii) Individual Map Sheet Requirements
   (1) Sheet size 34" X 22"
   (2) Text legible when reduced to half-scale.
   (3) Title block completely filled out with R.O.W. CSJ
   (4) Matchlines
   (5) Project layout sheet

iv) Existing information:
   (1) R.O.W. lines
   (2) Whole property or whole property inset
   (3) Roadways
   (4) Survey, county, and city limit lines shown and labeled
   (5) Improvements shown and labeled (see below)
   (6) Monumentation i.e. P.C., P.T., Break Points
   (7) North arrow
   (8) Scale
   (9) Property lines
   (10) Property descriptions i.e., lot, block, tract, subdivision, etc.
   (11) Identify existing and proposed access denial locations (if applicable)

v) Proposed information:
   (1) Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
   (2) Survey and R.O.W. lines
   (3) Basis of bearings
   (4) Parcel bearings and distances correspond with traverse sheet
   (5) Outside ties (P.O.C.) corresponds with field notes
   (6) Point of beginning (P.O.B.) established on proposed R.O.W. line
   (7) Parcel tied to baseline
   (8) Baseline information shown i.e. Stationing, bearings, curve data, etc.
   (9) Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
   (10) Math checked on remainder

vi) Improvements:

vii) Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.

viii) Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

ix) Utilities:
   (1) All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
   (2) Location of underground storage tanks and/or filler caps are shown and labeled

c) Field Notes

i) Heading
ii) County
iii) Highway
iv) Parcel number
v) R.O.W. CSJ
vi) Construction CSJ
vii) General Description or "preamble"
viii) Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
ix) Parent tract data is shown:
(1) Size of parent tract
(2) Survey data or lot, block, and subdivision
(3) Name of last recorded seller and buyer
(4) Date, volume and page or document number of last recorded conveyance
(5) Records and county of last recorded conveyance
x) Beginning Description
(1) Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
(2) Point of beginning is on proposed R.O.W. line
xi) Particular Description
(1) Traverse calls are clockwise sequence
(2) Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
(3) Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
(4) Calls are numbered
(5) Denial of access shall be described from beginning to end (if applicable)
xii) Closing Description
(1) Last call leads back to P.O.B.
(2) Restates area of parcel
(3) Establishes taking in existing road R.O.W. if applicable
(4) Legal description is referenced to Plat
(5) Sealed and signed
(6) Include an access clause whether access is permitted or denied (if applicable)
(7) Shows P.O.B. and P.O.C.
(8) All data corresponds exactly with Map and Field Notes
(9) Sheet size is no larger than 81/2" x 11"
(10) Plat closely matches example provided
(11) Plat referenced to legal description
(12) Sealed and signed
(13) Include an access clause whether access is permitted or denied (if applicable)

d) Traverse Sheet
i) Computations show area to be acquired in sq. ft. or acres, whichever is applicable
ii) Computations show area that is existing road R.O.W. if applicable
iii) Traverse calls are in clockwise sequence
iv) Error of closure meets the following:
(1) Secondary rural .0003
(2) Primary rural - secondary urban .0002
(3) Urban or industrial .00013

ENVIRONMENTAL ASSESSMENT

An Environmental Assessment (EA) will be prepared by the Engineer for the Mile 6 West in accordance with applicable procedures of the State of Texas, and the requirements of the National Environmental Policy Act and Federal Highway Administration Technical Advisory 6640.8A. – As No significant environmental issues or impacts are expected for this project a FONSI (as identified by the NEPA process) is anticipated. Should it be determined that additional work beyond an EA be required, the additional work will be added by supplemental agreement.

1) Document Need for and Purpose of the Project. This task will be based on existing roadway design elements and constraints, current and projected traffic volumes, traffic accident data, and proposed typical sections, schematics, and intersection configurations. As this data is developed, the information will be incorporated into appropriate EA sections describing the need for the project, the objectives and issues eliminated from further study. The project description section will include text and graphics illustrating the proposed project design.
2) Alternatives Analysis
   a) This task will include text and graphics illustrating the different alternatives considered prior to selecting the preferred.
   b) It will also describe the reasonable alternatives and those eliminated from further study.
3) Affected Environment and Environmental Consequences. For each of the categories listed below, the necessary background and field reconnaissance will be performed to include in the EA. Data will be provided on a regional scale, but will be specific to the project study area and alternatives that received primary consideration during the planning process. A study corridor will be identified which adequately provides the resource information used in the decision – making process and assist in determining which issues should be eliminated from further study.
   a) Land Use and Public Facilities.
   b) The effects of project alternatives will be characterized in light of land use trends, plans, and policies within the study area. This effort will entail close coordination with local and regional planning bodies and will include an analysis of potential secondary effects of the proposed improvements. Potential effects on public and community facilities will also be identified and discussed.
   c) Social Economic Impacts, Environmental Justice and Limited English Proficiency. As applicable, this task will address potential changes to local neighborhoods or communities and the effects on community cohesion relating to travel patterns, access, and public safety, particularly as those changes may differently affect various social groups and minorities. This information will include race/ethnicity, limited English proficiency, income, and other relevant data. The assessment will conform to FHWA guidance for compliance with Executive Order 12898, Environmental Justice. Project alternatives will also be evaluated with respect to potential effects on local economic development, secondary growth effects, tax revenues, public expenditures, employment and income, and access effects on local agricultural and commercial enterprises. The assessment will also address potential economic effects upon adjacent businesses due to changes in traffic patterns during and after construction.
   d) Noise. The project noise assessment will inventory potential noise sensitive receptors. In accordance with TxDOT noise assessment guidelines, the existing alignment for the design year will be computer simulated, and future noise levels will be predicted at each of the sensitive receptors using the FHWA/TxDOT approved Traffic Noise Model (TNM).
   e) Air Quality. Since the Average Annual Daily Traffic is expected to be below 140,000 vehicles per day, an air quality analysis will not be required, however, a mobile source air toxics (MSAT) qualitative analysis will be required. The qualitative analysis will include:
      i) Brief MSAT description and discussion of national trend data projecting substantial overall reductions in emissions due to stricter engine and fuel regulations issued by EPA;

ii) Comparison of the expected effect of the project on traffic volumes, vehicle mix, or routing of traffic, and the associated assumed changes in MSATs;

iii) An assessment of schools, licensed day cares, elder care facilities, and hospitals located within 100 and 500 meters of the ROW;

iv) Discussion of information that is incomplete or unavailable for a project-specific assessment of MSAT impacts, in compliance with CEQ regulations (40 CFR 1502.22(b)); and

v) Summary of current studies regarding the health impacts of MSATs, in compliance with 40 CFR 150.22(b);

f) Water Resources. The effort will reflect the requirements of the National Pollutant Discharge Elimination System (NPDES) storm water general permit program for construction activities and the anticipated project Storm Water Pollution Prevention Plan (SW3P), particularly with respect to potential mitigation benefits to be achieved through the SW3P. Additionally, the 100-year floodplain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Flood management effects will also be addressed through coordination with the local flood management agency.

g) Wetlands and Waters of the U.S. The Engineer will perform jurisdictional identifications, including wetlands and evaluations in all areas potentially affected by the primary alternatives. If required, delineations of wetlands, approved jurisdictional determination forms and Individual Section 404 wetlands permit(s) and/or Nationwide Permit(s) requiring a Pre-discharge Notification or wetland mitigation planning will be added by supplemental agreement.

h) Ecological Resources. The Engineer will perform a characterization of project area ecological resources, including descriptions of vegetation, prime farmland and wildlife habitat resources. Ecologically sensitive resources, if any, will be identified and discussed in the EA. An assessment of the project area's potential to support federally threatened or endangered species will be conducted. This includes a data search of the Natural Diversity Database (NDD), an assessment of habitat in the project area for any listed species determined to be of potential occurrence and early coordination with the U.S. Fish and Wildlife Service. A list of all state and federally sensitive species of potential occurrence in the project area will be provided in the EA. If required, any required threatened or endangered species presence/absence surveys would be added by supplemental agreement.

i) Archaeological Resources

i) The archaeological investigations, the archaeologist will search site files and maps at the Texas Archeological Research Laboratory and the THC's Texas Archeological Sites Atlas on-line database for any previously recorded surveys and historic or prehistoric archaeological sites located in or near the proposed alignment. This will provide site and geographic information that will be essential to the discovery and interpretation of any undiscovered cultural resources along the proposed alignment. Because the project involves lands owned by a political subdivision of the state, any archaeological field investigations will require a Texas Antiquities Permit. The archaeologist will prepare a permit application and submit the THC.

ii) Once the background review is completed and the permit is obtained, the archaeologist will conduct an archaeological survey of the project area. The field survey will consist of one archaeologist walking the entire proposed project area with particular focus on any new, undisturbed right-of-ways and previously recorded sites. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. During the survey, the archaeologist will be examining the ground surface and erosional profiles for cultural resources and excavating small shovel tests where appropriate to test for subsurface archaeological deposits or assess the geomorphic setting. Any discovered or previously documented sites will be document and plotted on USGS 7.5 minute topographic maps using hand-held Global Position System (GPS) units.

iii) Once the field survey has been completed, the archaeologist will prepare a report of the investigations. The report will document previous investigations in the area, background cultural settings, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature of the survey area with respect to archaeological potential, and recommendations on the need for further work. Draft copies of the report will be submitted to the Engineer for review and comment. Once this has been accomplished, any appropriate edits will be made and a draft report will be submitted to TxDOT and the THC for review. The Texas Antiquities Code also requires that 20 copies of the final report be submitted once the project is completed. Additionally, text will be provided to incorporate into the EA.

j) Historical Resources

i) For the historic portion of the project, a historian will conduct a literature review of the project area and present a research design to TxDOT-Environmental Affairs Division (ENV), as described in ENV guidance procedures regarding historic resource surveys. This review includes examination of files at THC to identify historic properties that have been previously listed in the NRHP, designated as Recorded Texas Historical Landmarks, and/or are included in the Texas Historic Sites Inventory or other available local historical surveys. The historical will also check other available archival sources, such as historic maps or aerial photographs, to locate previously unidentified potential historic resources in the project's area of potential effect. A historic literature review will also be conducted to establish appropriate historical and cultural contexts for the project area. This information will be compiled along with a survey methodology as part of the research design that will be submitted to ENV and the THC for final determination of the APE and approval for the project to proceed.

ii) Following completion of the preliminary research tasks, two architectural historians will carry out a reconnaissance field survey of the proposed alignment to identify and record historic buildings, structures, and objects within the project's APE. The historians will plot the location of each identified resource on a USGS (or similar) map, take photographs, obtain addresses, and gather physical data on the structure such as property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.

iii) Four copies of a summary reconnaissance report will be provided and will include the following:

(1) A letter report containing an overview of the results of the reconnaissance survey. The letter report will describe the findings of the reconnaissance survey and recommend the need, if any, to conduct further survey efforts. The letter report will have sufficient detail and clarity to provide a basis for making determinations of NRHP eligibility.

(2) Photographic documentation for each identified historic resource. At a minimum, this documentation will include an oblique view of the primary facade and a side elevation of each resource, with the subject filling the frame. All photographs will be 3.5-x-5-inch or 4-x6-inch color prints. All photographs will be well focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features. Photographs will be attached to separately labeled pages that clearly identify project name, address (or location) of resource, and site ID number.

(3) An inventory of all identified resources provided in tabular form that lists their site ID numbers, locations, property and subtype classifications, stylistic influences, construction dates, integrity issues, and preliminary NRHP eligibility recommendations.

(4) A map or maps showing the location of each identified historic resource labeled with its appropriate site ID number. Outbuildings and landscape features will be reported as subsets of the main site ID number for a property. The project APE, major street names, and other directional landmarks will be clearly indicated on the map. Maps will be based on aerial photographs, USGS 7.5-minute quadrangle topographic maps, or similarly detailed maps.

(5) Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps, and other items necessary to finalize the evaluation and documentation phases of the project.

k) Recreational Resources. The assessment will include a review of the applicability of Section 4(f) of the DOT Act. A Section 4(f) Evaluation, should one be required, will be added as a supplemental agreement.

l) Hazardous Materials. An electronic search of potential hazardous materials sites will be conducted followed by reconnaissance-level field investigations to verify the location of potential sites and collect additional preliminary information. If required, a Phase I Environmental Site Assessments will be added by supplemental agreement. Information will be incorporated into the EA, along with a discussion of potential impacts, based on the best available information.

m) Indirect and Cumulative Impacts. The Engineer will identify indirect and cumulative impacts in accordance with the requirements of FHWA Technical Advisory T 6640.8A (1987), Report 466: Desk Reference for Estimating the Indirect Effects of Proposed Transportation Projects (National Cooperative Highway Research Program 2002), TxDOT Guidance on Preparing Indirect and Cumulative Impact Analyses (2006), and related guidance from FHWA and TxDOT.

n) Identify Corridor Issues and Field Investigations. The Engineer will perform collect, research, review and assemble available environmental data and review various maps. The Engineer will perform site visits to identify environmental constraints including land use, socioeconomic issues, wetlands and other waters of the U.S., recreational issues (Section 4[f]), industrial waste issues, and ecological resources. If necessary, any threatened or endangered species presence/absence surveys or wetland delineation will be added by supplemental agreement.

o) Graphics. The Engineer will prepare base maps for field use, stakeholder and public meeting presentation graphics, and final EA graphics using digital aerial photography. Screening graphics will be developed for each resource constraint category appropriate for the project. Alternatives will be mapped and each resource category quantified to provide the objective basis for the alternatives analysis. Report graphics will be prepared as needed to show the potential impacts of the proposed action on various resources and how these impacts may be minimized and/or avoided through the EA process.

4) Report Preparations. The EA document will comply in all respects with the NEPA and the guidelines of TxDOT and the FHWA for preparing environmental documents. The analysis will address the adverse and beneficial impacts of project construction and operation, and will also include indirect and cumulative impacts. The impact analysis will be organized to facilitate equivalent comparisons of alternatives, employing charts, tables, maps, and matrices as appropriate. Generalized preliminary mitigation options will be emphasized where adverse impacts may potentially occur. The Engineer will submit the EA document in accordance with the provisions in Phase II.

5) Public Involvement

a) Draft and advertise project Public Notices (English and Spanish) in accordance with the standards set forth by the Texas Department of Transportation public hearing requirements to provide effective notification procedures for project events and meetings that will heighten overall public participation.

b) Design and develop project support materials (English and Spanish}, including mail-out flyer, public meeting agendas and handouts, maps, and other related project information, for public dissemination. Owner to be responsible for disseminating provided material.

c) Provide coordination of professional transcribing and translation services for Public Meetings and/or Public Hearings. Additionally, the Engineer will provide technical support and assistance at one mock meeting and one public hearing. Upon receipt of the transcripts the Engineer will prepare the Summary and Analysis for submittal to TxDOT. Owner is responsible for providing professional transcribing and translation service.

d) Hidalgo County will publish the notices in the local newspaper, arrange for, pay and provide a location for the public meeting and hearing to be held, will provide a mailing list and copy, collate and mail letters to adjacent property owners, local governmental officials and others as necessary.

e) Agency Coordination: As part of the proposed effort, the Engineer intends to communicate with local, state, and federal agencies and organizations regarding project compliance with applicable environmental approvals, including the regulatory programs. These entities include:

i) Local, county and municipal government agencies

ii) U.S. Army Corps of Engineers regarding jurisdictional determinations, if necessary

iii) U.S. Fish & Wildlife Service regarding federally threatened or endangered species

iv) Federal Emergency Management Agency and local flood management agency regarding NFIP compliance, if necessary.

v) Texas Parks & Wildlife Department (TPWD) regarding area parks, wildlife refuges, state-listed endangered species, and compliance with TxDOT/TPWD Memorandum of Understanding and request for data from the Natural Diversity Database

vi) Texas Commission on Environmental Quality (TCEQ) regarding hazardous materials and groundwater protection compliance with TxDOT/TCEQ Memorandum of Understanding.

6) All correspondence will be preserved for inclusion in the EA document; telephone or in-person discussions with agency officials will be logged as part of the project file.

7) Assumptions Used to Derive the Proposed Scope of Services:

a) All investigations will be conducted based on existing literature and mapped data, aerial photographic interpretation, interactions with local and regional experts, and field reconnaissance. If necessary for specific site investigations, access to private property will be the responsibility of the Engineer.

b) The Engineer team assumes an EA that leads to the issuance of a Finding of No Significant Impact will fulfill the NEPA requirements for this project (as opposed to an Environmental Impact Statement). Additional work beyond EA will be added by supplemental agreement.

c) Any technical studies required as a result of modifications in project design alignment, or alternatives submitted after submittal of the draft EA will added by supplemental agreement.

d) The Engineer assumes that requisite engineering information such as traffic data will be provided by the Pharr District of TxDOT in a timely manner. The draft EA will be submitted to County/TxDOT not less than 60 days after receiving final engineering information, including diagrams for all alternative alignments or design options to be addressed in the EA.

e) The Engineer will prepare a scoping letter for distribution to resource and public agencies. This letter will also include minutes of the meetings with City/County officials, and Public Hearing.

f) This scope and fee is based on the current standards of practice for environmental documents developed for Texas Department of Transportation as of the date of signature of this Agreement. Modifications to submitted document required by subsequent changes to the standards of practice are additional services. Additional services will be added by supplemental agreement.

PLAN, SPECIFICATIONS AND ESTIMATE SERVICES

1) The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual. The location of project should depict the entire project with beginning and ending (Station Numbers/Reference Markers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project.

2) The Engineer shall use the Design Speed, the Funding Category, Average Daily Traffic, ADT, Roadway Classification, Location Type, and the appropriate Design Criteria to develop the typical sections as set forth in the Roadway Design Manual, PS&E Preparation Manual and other deemed necessary State approved manuals to prepare and submit the work under this task. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.

3) For Roadway, Bridge and Traffic quantities, the Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. All summaries shall be consolidated

per CSJ, City or County participation, etc. Any quantities shown "For Contractor Information Only" should be shown as such.

TRAFFIC CONTROL PLANS (TCP)

1) The Engineer will develop a conceptual traffic control plan (TCP), roll plot, and narrative. These information will be submitted to the County and TxDOT for review. The Engineer shall make a presentation to the District Traffic Control Safety Review Committee to obtain approval of the TCP prior to development of plan sheets. Modifications requested by TxDOT or County after approval will be consider additional work and be added by supplemental agreement.
2) The Engineer shall notify the State if they plan on requesting a speed reduction at the work zones. The Engineer shall prepare the request form using the latest approved Strip Map within the project limits in conjunction with the Traffic Standards for this request. If the project limits is within the city limits, the request shall be coordinated with the State and the local municipality at the early design process.
3) The Engineer shall provide the State with a hardcopy and accompanying electronic file of a schedule and Critical Path Method for project duration for each phase of construction using SureTrack software
4) The Engineer shall describe the type of work to be performed for each phase of sequence of construction and any special instructions (ex: storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
5) The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of sequence of construction.
6) If Engineer determines that a standard is not applicable to address the entire project, then the Engineer shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations, channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, locations for pedestrian crossings, and other information deemed necessary for each phase of sequence of construction. The Engineer shall develop the layouts by referring to the TxDOT standards, latest version of the TxMUTCD for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours, access to business, homes, side streets, and driveways, and reroute of traffic to other roads.
7) The Engineer will address drainage issues that are a result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures.
8) The Engineer shall prepare the plan and profile sheets and cross sections for all detours.
9) The Engineer will develop TCP plans as double stacked, 1" = 100'. TCP plans will be developed for a two phase approach to traffic control.

ROADWAY DETAILS

1) The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve date bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).
2) The Benchmark Data sheet shall be developed in tabulated form and accompanied by surveyor's sketch showing the Station Number from respective alignment, Offset, and Elevation and Physical Description.
3) The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The Engineer shall develop the alignment for the project in GEOPAK format. Plan and Profile sheets will be developed at 1" =100'.
4) The Engineer shall identify and notify the State all locations not meeting the set criteria. In addition, the Engineer shall provide alternatives and a recommendation to address these design issues.
5) The Engineer shall develop and verify all cross sections in preparation of the proposed traffic control plan, drainage, utilities, right-of-way, and access onto adjacent properties. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.
6) The Engineer shall determine all cut and fill quantities.
7) The Engineer shall design all intersections to accommodate the design vehicles turning radius. The ADA-wheelchair ramps shall be designed in accordance to the TDLR compliance and the latest TxDOT's Pedestrian Ramp Standards in conjunction with the requirement of the latest version of the TxMUTCD as it relates location of the traffic signals

pedestrian heads, signage, and pavement markings.

8) The Engineer shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

DRAINAGE DETAILS

1) The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section
2) The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The hydraulic calculations shall have the following based on previously County approved drainage study:
   a) Description-Material, Size, & Entrance (headwall)
   b) Design discharges, Flow per barrel, barrel slope, and Manning n-value
   c) Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
   d) Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
   e) Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.
3) The Engineer shall show the location of culverts and ditches on the roadway plan view.
4) The Engineer shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the Engineer.

TRAFFIC ITEMS

The Engineer shall inventory all signage through the project limits including those limits that are considered incidental to the project limits. All intersections and roadway signage shall be designed and spaced according to the requirements set forth in TxDOT's Sign Crew Field Book and standards for work under this task. Any signs no longer used by the State shall be taken out and replace by an accepted TxMUTCD signs. The Engineer shall design all signage according to the latest version of the TxMUTCD, Supplemental to TxMUTCD, and TxDOT's Signs and Markings Manual. Design of flashing beacons or traffic signals not specifically indicated in Attachment D is not included. Additional locations will be added by supplemental agreement.

STORM WATER POLLUTION PREVENTION PLANS (SW3P)

The Engineer shall submit and prepare separate SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site. The Engineer shall also design structures or features to control erosion and suspended sediments for post-construction. A standardized General Note will serve as the SW3P where there is to be no soil disturbance (seal coats, overlays, etc.) in the project. The Engineer shall refer to the Hydraulic Design Manual, TxDOT standards, TxDOT Storm Water Management Guidelines, the Environmental Manual, and District Environmental Staff for guidance on work under this task. Erosion Control measures shall conform to one or more of the approved TxDOT / Texas Natural Resources Conservation Commission (TNRCC) / US Environmental Protection Agency (EPA) / US Army Corps of Engineers (USACE) Best Management Practices. The appropriate Best Management Practice(s) shall be listed on the Environmental Issues, Permits, and Commitments (EIPC) sheet to be included as a Plan Sheet and shall be followed by the Engineer and Contractor to completion. Plan sheets will be develop separate from TCP as 1"=100', double stacked.

CROSS SECTIONS

For the Final Submission, the Engineer shall furnish the final cross - section plots, on 36" wide x 120" long roll plots, showing both the original terrain and the design cross-sections, showing the roadway template, at a vertical scale of 1"=10' and a horizontal scale of 1"=10'. The design cross - sections shall indicate the slope rate on the side slopes. The Engineer shall use GeoPak software and provide the state with the applicable files. Cross sections are to show proposed pavement thickness, top of subgrade, finish grade of side bar ditches with slopes and location of right of way. Indicating other features within the cross sections is not part of the scope of work, ie. Underground utilities, storm sewer lines, top soil, etc.

DELIVERABLES

PS&E

The Engineer shall deliver to the County and TxDOT Project Manager one copies and one CD's containing PDF's of the plan sheets provided, respective of the 1st, 2nd, and 3rd submittal. For the final submittal, the Engineer shall submit one set in Mylar accompanied by a paper copy and two CD's containing PDF's of the final plans.

1st Submittal -

1) Design Summary Report
2) Title Sheet
3) Typical Sections (existing and proposed)
4) Traffic Control Plan
5) Utility Layout (conflicts identified)
6) Plan & Profile
   a) Vertical Alignment (existing and proposed)
   b) Horizontal Alignment (existing and proposed)
7) Miscellaneous Details
8) Corresponding Quantity Summary Sheets
9) Corresponding Standard Detail Sheets for all Items of Work in this submittal
10) Preliminary Estimate
11) Design Exceptions/Waivers required
12) Newly created Special Provisions/Specifications to be used (Form 1814)
13) R.O.W. (issues identified)
14) 2 Rolls of Cross Sections

2nd Submittal -

1) Index Sheet
2) Hydrologic Computation Sheets
3) Hydraulic Data Sheets
4) Drainage Area Maps
5) Drainage Plan & Profile
6) Drainage Structure Details
7) Storm Sewer Details
8) Storm Water Pollution Prevention Plan
9) Miscellaneous Details
10) Corresponding Quantity Summary Sheets
11) Corresponding Standard Detail Sheets for all Items of Work in this submittal
12) Updated Estimate
13) Utility Adjustment/Relocation Details
14) R.O.W. Acquisition Detail
15) 2 Rolls of Cross Sections

3rd Submittal -

1) Final Index of Sheets
2) Pavement Marking Layout/Details
3) Miscellaneous Details
4) Corresponding Quantity Summary Sheets
5) Corresponding Standard Detail Sheets for all Items of Work in this submittal
6) Final Estimate
7) General Notes
8) Certifications
9) Form 1002
10) Cross Sections

4th Submittal - PS&E Package 100% complete.

ENVIRONMENTAL ASSESSMENT
The Engineer shall submit the Environmental Assessment to the Texas Department of Transportation for review and approval. Three hard copies and one CD with PDF's of the submittal will be provided for the preliminary draft, final draft and final assessment.

HYDRAULIC DELIVERABLES
The Engineer shall submit the Hydraulic Report signed and sealed by a Registered Professional Engineer in the State of Texas.

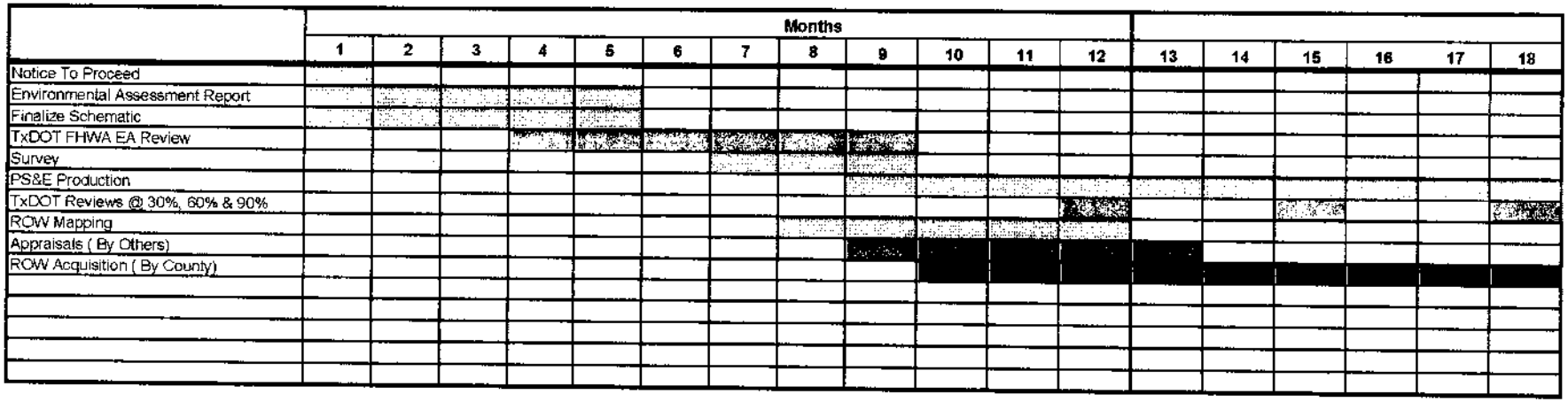
SURVEY DELIVERABLES
The Engineer shall submit, after completion of PS&E, all original field books containing all survey information requested for this work authorization. The field book shall contain all information gathered in the field. The survey information provided shall be to the surveyor's best knowledge, accurate, and complete.

Electronic files (*.txt) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system. The x-coordinate corresponding to the east bearing, the y-coordinate corresponding to the north bearing, and the z-coordinate corresponding to the vertical elevation.

Electronic 2d and 3d Microstation files (*.dgn) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system.

ATTACHMENT "C"

Work Schedule



General Management/Coordination

Description	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin	
Project Meetings (4 per month for 18 months)	144		72			36	252
Preliminary Estimate	8	16	24		40		88
Project Administration/Coordination	36					36	72
Total	188	16	96	0	40	72	412

Topographic Survey

Description	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin	
QA/QC Survey		24		40			64
Subconsultant Management	72					72	144
Total	72	24	0	40	0	72	208

Utility Coordination

Description	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin	
Utility coordination/meeting	72				120	40	232
Prepare and send utility submittals	4				60	60	124
Determine/resolve utility conflicts	24		60		80		164
Maintain communication documentation	36		72			72	180
QA/QC Survey		24		60			84
Subconsultant Management							0
Total	136	24	132	60	260	172	784

Schematic, EA and Public Involvement

Description	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin	
Schematic Document	80	120	160	320	360	80	1120
Coordination of EA Document	80		40		80	60	260
Review Meetings during schematic development	48	48				24	120
Development of DSR	4		8			2	14
Development of exhibits for Public Meeting	4	8	16		24	4	56
Development of Mailing List	1	4				8	13
MAPO Meetings (110 at 2 Hours Ea)	220				80	110	410
Attend Public Meeting (2 Meetings)	16	16				8	40
Document Public Meeting	12	12				12	36
Development of exhibits for Public Hearing	8	12	16		32	8	76
Attend Public Hearing (1 Meeting)	8	8					16
Respond to comments from Public Hearing	24	24				16	64
Prepare Submittals for TxDOT/FHWA review/approval	4	8		16	16	8	52
Revise documents as necessary	16		40		80	16	152
Total	525	260	280	336	672	356	2429

General PS&E

Description	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		Sheet Count
Title Sheet	1		4		8		13	1
Project Layout	8		16		40		64	8
Typ Sections	4	4	16		24		48	4
Pavement Design							0	
General Notes	1	4	8			4	17	
Estimate and Quantity	8		40		72	12	132	6
Miscellanous Forms	1	2				1	4	
Preparation of Submittals	5	20		40	40	24	129	
Review meetings	10		10			10	30	
Determine and Plot Standards	2	4			30		36	50
QA/QC Submittals	100	120				40	260	
Summaries	8	16		60	80		164	40
Total	148	170	94	100	294	91	897	107

Traffic Control Plan	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		
Phase Narrative	8	16				16	40	2
Typical Sections	4	8	16		16		44	2
Phase Layouts (Two Phase, Double Stacked, 1"=100')	24	40	72	100	200		436	40
Temporary Traffic Signals (Two Phases, 3 Intersections)	16	24	32	40	60		172	6
Detours and Miscellaneous Details	8		24	32	40		104	10
Total	60	88	144	172	316	16	796	60

Roadway Details	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		
Alignment Sheets	1	2			4		7	4
Benchmark Data Sheets		1			4		5	2
Plan and Profile (Roadway)(1"=100')	50	72	120	160	240		642	40
Intersection Layouts (6 Locations)	8	12	20	32	48		120	6
Side street Layouts (30 Locations, 2 per sheet)	24	48	60	80	100		312	15
Driveway Details and Summaries	4		32		60		96	8
Cross Sections (2 per STA, 12 per sheet)	8		60	100	120		288	66
Misc. Details	4	8	24	32	40		108	6
Total	99	143	316	404	616	0	1578	145

Drainage Details	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		
Drainage Area Maps	16	32	40		64		152	8
Hydrology Calculations	16	24	36			4	80	4
Hydraulic Calculations	24	60	72			4	160	8
Culvert Layouts, Cross-sections and Detail Sheets	16	24	40	60	80		220	20
Misc. Details			8		24		32	4
Total	72	140	196	60	168	8	644	44

Traffic Items	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		
Traffic Signal Warrant Study (Mile 9 N)	1	4	4		10	2	21	
Existing Conditions (Mile 9 N)	1	4	4		12		21	1
Prop. Signal (Mile 9N)	4	10	24		40		78	2
Traffic Signal Warrant Study (Mile 10N)	1	4	4		10	2	21	
Existing Conditions (Mile 10N)	1	4	4		12		21	1
Traffic Signal Layouts (Mile 10N Existing)	4	10	24		40		78	2
Traffic Signal Warrant Study (SH 107)	1	4	4		10	2	21	
Existing Conditions (SH 107)	2	8	8		20		38	2
Traffic Signal Layouts (SH 107 Existing)	8	12	24		40	2	86	4
Electrical Service Data Sheet	1	4	9		12	1	27	2
Summary of Quantities for Signalization	1	2	8		12	2	25	1
Signing and Striping Plans (1"=100')	24	40	60	100	160		384	40
Summary of Quantities for Signs	4	8			40		52	8
Summary of Quantities for Striping	2		6		8		16	1
Intersection striping details	4	8			24		36	3
District Standard Detail Drawings	1	4	8		12		25	4
Total	60	126	191	100	462	11	960	71

Environmental & SW3P	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		
SW3P Sheets (Two Phases, Double Stacked, 1"=100')	24		48	100	120	16	308	40
Epic Sheet	2		6		8		16	2
Total	26	0	54	100	128	16	324	42
Total Hours	1386	991	1503	1372	2956	814	9022	469
	$ 183.19	$ 154.46	$ 137.55	$ 117.91	$ 103.37	$ 59.03		
	$ 253,901.34	$ 153,069.86	$ 206,737.65	$ 161,772.52	$ 305,561.72	$ 48,050.42	$	1,129,093.51

Project DirectCosts

Copies, Bond Plots, Mylar Plots & Mileage		$ 56,454.68
	Sub-Total Basic Fee	**$ 1,185,548.19**

Additional Services

Aerial & Topographic Survey $30,000/mile	7.5 Mile X $30,000/Mile	=	$225,000.00
Horiz. & Vert. Control Benchmarks	38 Ea. X $1,400.00/ Ea.	=	$53,200.00
Right of Way Mapping 110 parcels at $2,750/parcels	110 Ea. X $2,750/Ea.	=	$302,500.00
Environmental Assessment at $30,000/mile		=	$140,000.00
	Sub-Total Additional Services	=	**$720,700.00**
	Total Lump Sum Fee (Basic +Additional)	=	**$ 1,906,248.19**

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

January 28, 2009

PROJECT: Mile 6 W.
COUNTY: HIDALGO
DISTRICT: PHARR

Hidalgo County Department of Budget & Management-Budget Division
100 E. Cano, 2nd Floor, Administrative Building
Edinburg, TX 78539
ATTN: Mr. Sergio Cruz

Dear Mr. Cruz:

We have reviewed the scope and fees for the aforementioned project. We concur with the scope and fees. We recommend endorsement of contract.

If you have any questions or if we may be of any assistance, please call Jesus A. Noriega at 702-6264.

Sincerely,

Hector P.Gonzalez, P.E.
Pharr Area Engineer

TO FOSTER AND DELIVER A SAFE, ENHANCED AND ECONOMICALLY VITAL TRANSPORTATION SYSTEM
WORK TOGETHER WITH COMMUNITIES TO ENHANCE MOBILITY AND QUALITY OF LIFE

An Equal Opportunity Employer

AI-13868 **21.B.2.**

Pct 1-Professional Engineering Agreements-TEDSI-Mile 6 W Project w/WA#1 & CORRECTED-Contract#C-08-226-09-30 for the Mile 2 W Proj

CC REGULAR

Date: 02/09/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting approval of a "Professional Engineering Services Contract" (approved as form by legal counsel) with TEDSI Infrastructure Group, Inc. for "Mile 6 West Road Improvements (between SH 107 and Mile 9 N)" for Hidalgo County Pct. 1;

B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of $1,817,940.03 with TEDSI Infrastructure Group, Inc. to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-227-02-09 for "Mile 6 West Road Improvements (between SH 107 and Mile 9 North)" ;

C. Presentation for discussion and approval of a CORRECTION to Contract No. C-08-226-09-30 with TEDSI Infrastructure Group, Inc. for the "Mile 2 West Road Improvement (between Mile 12 N and Mile 7 1/2 N project approved by CC on 09/30/08) on page 2 of 20, Article 3 Period of Service, Section 3.3(5)-Termination of Agreement deleting the word "with" and replacing with the word "without" and thus complying with the legal notices on the original (Request for Qualifications packet for the Pool of Engineers);

BACKGROUND

Contract No. C-08-227-02-09-TEDSI-Mile 6 W Project-Pct 1 (approved by legal counsel)
Work Authorization No. 1-TEDSI-Mile 6 W Project
Corrected-Contract No. C-08-226-09-30-TEDSI-Mile 2 W Project-Pct 1

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-121-039-0-731/711
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Professional Engineering Agreements-TEDSI-Mile 6 W Project
Link: Mile 6 W Project w/WA#1
Link: CORRECTED-Contract#C-08-226-09-30

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/05/2009 05:26 PM	APRV

Exhibt D

CORRECTED (07/07/09)

Engineer's Contract Rate Schedule

LABOR

Labor/Staff Classification	CONTRACT RATE FY09
Sr. Project Manager	$183.19
Project Manager	$177.14
Sr. Engineer	$154.46
Project Engineer	$137.55
Design Engineer	$103.37
Sr. Engineer Tech	$117.91
Engineering Techr	$103.37
CADD Operator	$79.47
Admin/Clerical	$59.03

DIRECT EXPENSES:***

Mileage	$ Current GSA Travel Rate/Mi.
Car Rental	$ At Cost
Lodging (in state)	$ Current GSA Per Diem Rate
Meals	$ Current GSA Per Diem Rate
Air Travel	$ At Cost
Overnight Carrier (11"x 17"Box)	$40.00/letter
GPS Equipment	$500/day
Copies (8 ½ x 11)	$0.10/ea
Color Copies (8 ½ x 11)	$1.00/ea
Copies (11 x 17)	$0.20/ea
Color Copies (11 x 17)	$2.00/ea
Mylar (11 x 17) Plots	$3.50/ea
Color Mylar (11 x 17) Plots	$7.00/ea
Bond Plots	$1.00/sq. ft.
Color Bond Plots	$2.50/sq. ft.
Mylar Plots	$2.50/sq. ft.
Color Mylar Plots	$5.00/sq. ft.
Photo Quality Color Plots	$12.00/sq. ft.

*** 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. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Official

AI-16337 **21.B.3.**

Materials Testing Serivces for The Hidalgo County Eastside Facility in Pct 1
CC REGULAR

Date:	07/14/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Marty Salazar
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/Construction Materials Testing (Engineering) Services;

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 Construction Materials Testing (Engineering) Services in connection with Hidalgo County's Eastside Facility located in Pct. #1;

1st. _____; 2nd. _____;3rd. _____;

4th. _____; 5th. _____; 6th. _____;

c. Authority for the Purchasing Department to negotiate a professional Construction Materials Testing (Engineering) Services contract with the No.1 ranked firm of _____ for the provision of professional services for the project identified and detailed above and herein;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

Available Balance as of 7-8-09 $2,671,560.76

Attachments

Link: Letter/ Pool

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/08/2009 12:38 PM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 01:49 PM	APRV

3	Ivan Cantu	Ivan Cantu	07/08/2009 03:45 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Nielda Cavazos

Started On: 07/02/2009 02:59 PM

Final Approval Date: 07/10/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

C.C.: 2/6/09
ITEM: 2 F 1(a)(b)(c)

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: January 28, 2009 | **RFQ OPENING TIME:** 9:30 A.M.

DESCRIPTION OF RFQ/P : "CONSTRUCTION MATERIALS TESTING SERVICES"

BID NO: 09-031-01-14-YSI

RFQ NO.	NAME OF COMPANY	AREAS OF SPECIALIZATIONS									
		FORENSIC STUDIES	CONSTRUCTION MATERIAL TESTING SERVICES	CIVIL	STRUCTURAL	GEOTECHNICAL	MEP (MECH/ELEC/PLUMB)	LANDFILL	ENVIRON-MENTAL	HIGHWAY	OTHER
1.	**TERRACON CONSULTANTS, INC.** JORGE A. FLORES, P. G. or MURPHY G. SCURRY, E.I.T. 1506 MID-CITIES DRIVE PHARR, TEXAS 78577 PH. # (956) 283-8254 FAX # (956) 283-8279 drash@drashce.com jaflores@terracon.com		√			√			√		√ (FACILITIES)
2.	**PROFESSIONAL SERVICES INDUSTRIES INC (PSI)** JAIME CANTU, P.E. or RUDY MARTINEZ, BRANCH MANAGER 2020 LOOP 499 #302 HARLINGEN, TEXAS 78550 PH. # (956) 423-6826 FAX # (956) 423-5735 eladio.garza@psiusa.com					√			√		
3.	**L & G ENGINEERING LABORATORY, LLC.** JACINTO GARZA, P.E. 2100 WEST EXPRESSWAY 83 MERCEDES, TEXAS 78570 PH. # (956) 565-0760 FAX # (956) 565-6746 jacinto@lgengineers.com		√			√			√		
4.	**MILLENNIUM ENGINEERS GROUP (M.E.G.)** RAUL PALMA, P.E. P. O. BOX 4569 - 705 DAWSON DRIVE EDINBURG, TEXAS 78540-4569 PH. # (956) 383-8522 FAX # (956) 383-0295 megengineers@aol.com		√	√		√			√	√	

5.	EAR[redacted]CO., LLC RU[redacted]ARTINEZ 1306 [redacted] STREET, SUITE A HARLINGEN, TEXAS 78550 PH # (956) 428-2443 CELL # (956) 793-6387 rm.earthco@gmail.com jc.earthco@gmail.com		√			√					

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
RFQ/P OPENING DATE: March 11, 2009	**RFQ OPENING TIME:** 9:30 A.M.
DESCRIPTION OF RFQ: "EXPANSION OF CONSTRUCTION MATERIAL TESTING SERVICES"	
BID NO: 2009-101-03-11-YSI	

RFQ	NAME OF COMPANY	ACKNOWLEDGE RECEIPT OF STATEMENTS OF QUALIFICATIONS	ACKNOWLEDGE RECEIPT OF ADDENDUM #1
1.	**Raba-Kistner** **800 E Hackberry** **McAllen, Texas 78501**	√	√

PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM
(THOROUGH REVIEW RECOMMENDED/REQUIRED)

JUL 02 2009
By 10:57AM

TO: Honorable Joe M. Flores, Hidalgo County Precinct No 3

ATTN: Mona Parras , Chief Administrator, Hidalgo County Precinct No.3

FROM: Martha L. Salazar, CPPB-Hidalgo County Purchasing Agent mls
Nielda Cavazos, Hidalgo County Purchasing Department

DATE: July 1, 2009

SUBJECT: SOQ –Selection of Services, Construction Materials Testing

Attached you will find Statements of Qualifications as per your request for grading, scoring and evaluating Statements of Qualifications from Hidalgo County's approved "Pool" of Professional, Construction Materials Testing

Enclosed for your grading, scoring and evaluation task are the following;

A complete Statements of Qualifications packet for Professional, Construction Materials Testing
For: Hidalgo County's East Side facility

a) Terracon Consultants, Inc
b) Professional Services Industries, Inc (PSI)
c) L&G Engineering Laboratory, LLC.
d) Millennium Engineers Group (M.E.G.)
e) Raba-Kistner
f) Earth Co., LLC

All approved through Hidalgo County's Pool of Professional Construction Materials Testing

We recommend that a close review of the SOQ Packet be made so as to completely familiarize yourselves with the firms qualifications contained in the SOQ's. Scoring Sheets for each SOQ are provided. Please make any notations necessary to document your scores

2) Upon scoring the engineering firms, please submit your scoring sheets to the Purchasing Department along with **All Statements of Qualifications Packets must be returned to the Purchasing Department after completing the evaluations no later than July 10, 2009**. The information contained in the Statements of Qualifications is confidential and may not be reproduced or provided to any other third parties. Thereafter, the Purchasing Department will proceed to place on Commissioners' Court agenda for action.

Thank you for your cooperation in this important matter. If you have any questions or require additional information, contact Martha L. Salazar or Nielda Cavazos at (956) 292-7611 or 292-7000, ext 4853 respectively.

Enclosures

ACKNOWLEDGEMENT OF RECIEPT OF MEMO AND SOQ PACKET
Remit to: Martha L. Salazar or Darlene H. Betancourt- Hidalgo County Purchasing Department

Received by — Laura Torres / Human Resources — Print Name/Title — 7/2/09 — Date

Re: ***SOQ – Pct # 3 Selection of Professional Construction Materials Testing For: Hidalgo County East side Facility***

PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM
(THOROUGH REVIEW RECOMMENDED/REQUIRED)

TO: Martha L. Salazar, CPPB Purchasing Agent, Hidalgo County Purchasing Department

ATTN: Moises Salazar, Buyer II, Hidalgo County Purchasing Department

FROM: Martha L. Salazar, CPPB-Hidalgo County Purchasing Agent
Nielda Cavazos, Hidalgo County Purchasing Department

DATE: July 1, 2009

SUBJECT: SOQ –Selection of Services, Construction Materials Testing

Attached you will find Statements of Qualifications as per your request for grading, scoring and evaluating Statements of Qualifications from Hidalgo County's approved "Pool" of Professional, Construction Materials Testing

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Enclosures

ACKNOWLEDGEMENT OF RECIEPT OF MEMO AND SOQ PACKET
Remit to: Martha L. Salazar or Darlene H. Betancourt- Hidalgo County Purchasing Department

Received by _____ Moises Salazar Print Name/Title _____ 7-01-09 Date

Re: SOQ –Purchasing Department Selection of Professional Construction Materials Testing For: Hidalgo County East side Facility

PURCHASING DEPARTMENT

County Of Hidalgo

MEMORANDUM

(THOROUGH REVIEW RECOMMENDED/REQUIRED)

TO: Honorable Sylvia Handy, Hidalgo County Precinct No 1

ATTN: Joseph Palacios, Chief Administrator, Hidalgo County Precinct No.1

FROM: Martha L. Salazar, CPPB-Hidalgo County Purchasing Agent
Nielda Cavazos, Hidalgo County Purchasing Department

DATE: July 1, 2009

SUBJECT: SOQ –Selection of Services, Construction Materials Testing

Attached you will find Statements of Qualifications as per your request for grading, scoring and evaluating Statements of Qualifications from Hidalgo County's approved "Pool" of Professional, Construction Materials Testing

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c) L&G Engineering Laboratory, LLC.
d) Millennium Engineers Group (M.E.G.)
e) Raba-Kistner
f) Earth Co., LLC

All approved through Hidalgo County's Pool of Professional Construction Materials Testing

We recommend that a close review of the SOQ Packet be made so as to completely familiarize yourselves with the firms qualifications contained in the SOQ's. Scoring Sheets for each SOQ are provided. Please make any notations necessary to document your scores

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Enclosures

ACKNOWLEDGEMENT OF RECIEPT OF MEMO AND SOQ PACKET

Remit to: Martha L. Salazar or Darlene H. Betancourt- Hidalgo County Purchasing Department

Received by	Print Name/Title	Date
	Noe Hunter / Budget Mgr	7/1/09

Re: ***SOQ – Pct # 1 Selection of Professional Construction Materials Testing For: Hidalgo County East side Facility***

PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM
(THOROUGH REVIEW RECOMMENDED/REQUIRED)

JUL 0 2 2009
By

TO: Honorable Guadalupe "Lupe" Trevino, Hidalgo County Sheriff

ATTN: Anacleto Martinez, Chief, Hidalgo County Purchasing Department

FROM: Martha L. Salazar, CPPB-Hidalgo County Purchasing Agent
Nielda Cavazos, Hidalgo County Purchasing Department

DATE: July 1, 2009

SUBJECT: SOQ –Selection of Services, Construction Materials Testing

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Attached you will find Statements of Qualifications as per your request for grading, scoring and evaluating Statements of Qualifications from Hidalgo County's approved "Pool" of Professional, Construction Materials Testing

Enclosed for your grading, scoring and evaluation task are the following;

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For: Hidalgo County's East Side facility

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b) Professional Services Industries, Inc (PSI)
c) L&G Engineering Laboratory, LLC.
d) Millennium Engineers Group (M.E.G.)
e) Raba-Kistner
f) Earth Co., LLC

All approved through Hidalgo County's Pool of Professional Construction Materials Testing

We recommend that a close review of the SOQ Packet be made so as to completely familiarize yourselves with the firms qualifications contained in the SOQ's. Scoring Sheets for each SOQ are provided. Please make any notations necessary to document your scores

2) Upon scoring the engineering firms, please submit your scoring sheets to the Purchasing Department along with **All Statements of Qualifications Packets must be returned to the Purchasing Department after completing the evaluations no later than July 10, 2009**. The information contained in the Statements of Qualifications is confidential and may not be reproduced or provided to any other third parties. Thereafter, the Purchasing Department will proceed to place on Commissioners' Court agenda for action.

Thank you for your cooperation in this important matter. If you have any questions or require additional information, contact Martha L. Salazar or Nielda Cavazos at (956) 292-7611 or 292-7000, ext 4853 respectively.

Enclosures

ACKNOWLEDGEMENT OF RECIEPT OF MEMO AND SOQ PACKET
Remit to: Martha L. Salazar or Darlene H. Betancourt- Hidalgo County Purchasing Department

	Marc Dimas	7/2/09
Received by	Print Name/Title	Date

Re: SOQ –Sheriff Department Selection of Professional Construction Materials Testing For: Hidalgo County East side Facility

AI-16376 **21.C.1.**

South Tower Park/CRC Pending Constr. Items -Change Order No. 1 and Substantial Completion

CC REGULAR

Date:	07/14/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

a. Requesting approval of Change Order No. 1 (Increase of Contract Time) in connection with Precinct No. 2 -"South Tower CRC/Park Pending Construction Items" from contracted vendor, CAS Companies, LP, and as recommended by project architect, V-A Architecture, with authority for County Judge or Court member to execute document.

b. Requesting approval of "Certificate of Substantial Completion" with CAS Companies, LP, reflecting the substantial completion date of July14, 2009 for Precinct No. 2 -"South Tower CRC/Park Pending Construction Items" P.O. 614127.

BACKGROUND

See Attached AIA Documents:
G701-2001 -Change Order.
G704-2000 -Certificate of Substantial completion.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

Link: Change Order 1

Link: Substantial Completion

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/10/2009 10:13 AM	APRV
2	Budget & Management	Erika Zamora	07/10/2009 11:46 AM	APRV
3	Roland Garcia	Rolando Garcia	07/10/2009 01:45 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW
Form Started By: Moises Salazar			Started On: 07/07/2009 04:22 PM	

Final Approval Date: 07/10/2009

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
Hidalgo County South Tower Park/CRC Pending Construction Items
Alamo, Texas

TO CONTRACTOR *(Name and address)*:
CAS Companies, 111 Brand Lane, Ste. 400, Stafford, Tx 77477

CHANGE ORDER NUMBER: 001
DATE: July 11, 2009

ARCHITECT'S PROJECT NUMBER: 07-1004A
CONTRACT DATE: 12/10/08
CONTRACT FOR: PO #614127

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Add 121 days to the Contract Time due to circuumstances beyond the contractor's control. The delay began on February 6, 2009, and ended when AEP delivered electrical service to the site on June 19, 2009.

ATTACHMENTS: Copy of letter from CAS Companies dated 2/6/09.

The original complete cost proposal approved by Commissioner's Court on 11/18/09 was	$	553,125.00
The net change by previously authorized Change Orders	$	0.00
The Purchase Order Sum prior to this Change Order was	$	553,125.00
The Purchase Order Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Purchase Order Sum including this Change Order will be	$	553,125.00

The Contract Time will be increased by one hundred seventeen (121) days.
The date of Substantial Completion as of the date of this Change Order therefore is August 9, 2009

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Reynaldo Vargas, Architect, Inc. dba V·A Architecture	CAS Companies	Hidalgo County
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
2029 Industrial Dr., McAllen, Tx 78504	111 Brand Lane, Ste. 400, Stafford, Tx 77477	100 E. Cano, Edinburg, Texas 78539
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Reynaldo Vargas, A.I.A.		Juan D. Salinas, III, Hidalgo County Judge
(Typed name)	*(Typed name)*	*(Typed name)*
07/07/09		
DATE	**DATE**	**DATE**
		ATTEST:
		Arturo Guajardo, Jr. Hidalgo County Clerk

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User Notes:
(1702122344)

February 6, 2009

CAS Companies

VA Architecture
2029 Industrial Drive
McAllen, TX. 78504

v-aarchitecture@att.net

Attn:
Tommy Canul

Re:
Hidalgo County South Tower CRC/Park Pct. 2

Tommy,

This letter is to advise VA Architecture there will be a delay in our construction activities due to the delay of the installation of the site transformer by AEP.

Please advise us when we can expect the installation of said transformer so we can continue construction and get back on our proposed time line for the completion of the park project.

Thank you for the opportunity to work with VA Architecture and Hidalgo County Pct. 2 on this important project.

Regards,

Allan R. Moore

CAS Companies

Construction, Mechanical, Environmental Services

361.774.5889 cell
956.216-8200 office
956.216-8069 fax
email: amoore@caslp.com

5402 S. Expressway 83
Harlingen, Texas 78552-8606
Phone: 956.216.8200
Fax: 956.216.8069

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):
South Tower CRC/Park Pending Construction Items
Alamo, Texas

PROJECT NUMBER: 07-1004A/
CONTRACT FOR: PO # 614127
CONTRACT DATE: 12/10/08

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address):
Hidalgo County
100 E. Cano, Edinburg, Texas 78539

TO CONTRACTOR:
(Name and address):
CAS Companies, 111 Brand Lane, Ste. 400,
Stafford, Texas 77477

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

ENTIRE PROJECT

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
ALL WARRANTIES

Date of Commencement
JULY 14, 2009

Reynaldo Vargas, Architect, Inc. dba V·A Architecture		July 7, 2009
ARCHITECT	**BY**	**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 1,500.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

C.A.S Companies	Raymond Moses	7-8-09
CONTRACTOR	**BY**	**DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

Hidalgo County		
OWNER	**BY**	**DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

ALL RESPONSIBILITIES SHALL CEASE FOR THE CONTRACTOR AND COMMENCE FOR THE OWNER ON TUESDAY, JULY 14, 2009 AT 5:00 PM

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User Notes:
(1680961846)

South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2
PO # 614127

Prepared by: Reynaldo Vargas, Architect, and Tomás René Canul , Project Manager

Date(s): July 7, 2009

NOTE: FAILURE TO INCLUDE AN ITEM ON THE PUNCH LIST DOES NOT ALTER THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE ALL WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

I. It is the responsibility of the General Contractor to incorporate all defective items (within the General Contractor's scope of work) noted on the TDLR Inspection Report (to be issued at a later time) by the Registered Accessibility Specialist in order be in compliance with the Texas Accessibility Standards.

01700 CONTRACT CLOSEOUT (WHERE APPLICABLE)

PART 1 - GENERAL

1.01 **DESCRIPTION** : In anticipation of the completion of construction operations, the contractor shall, in compliance with project specification preparation, coordination, assembly and subsequent transmittal of project documents and records to the Architect for review as on of the prerequisites for certification of substantial completion and final payment.

1.02 **PROJECT RECORDS AND DOCUMENT REQUIRED PRIOR TO SUBSTANTIAL COMPLETION** : The required project records and documents for submittal prior to achievement of substantial completion shall include, but not necessarily be limited, to the following list of items (4) copies of each (unless otherwise noted) bound in (3) three ring binders, with the Project name, Owner's name, Architect's name, and Contractor's name.

1. Provide a list of all sub-contractors and the major suppliers of materials for the project including their business address and telephone numbers, and contract person(s) for Warranty work.

2. Obtain and deliver to Architect, for delivery to Owner, all special tools necessary for maintenance, operation, or monitoring of equipment apparatus.

3. Obtain and deliver to Architect, all printed information regarding special treatment such as tile, glass, wall coverings, floor coverings, cabinets, countertops, woodwork, plastic/fiberglass/acrylic surfaces, hardware, plumbing fixtures, HVAC filter/equipment, and light fixtures.

4. Typewritten record of all tests made of materials, equipment and systems. All such records shall state the date tests were conducted, and the names of all persons making and witnessing the tests, and citing unusual conditions relevant to the test. Documented tests shall include, but not be limited to the following:

a. HVAC systems flow balancing charts, records and test reports.

b. Hot and cold water systems balancing and sterilizing charts, records and test reports including water heaters and element.

c. Complete electrical system test charts and reports.

1. Power circuits
   All power outlets
   All GFI circuits
   All circuit breakers
   All equipment connections
   All grounding systems

2. Lighting Circuits
   All interior lighting circuits and controls
   All exterior lighting circuits and controls
   All fixture mounting and connections
   All emergency lighting

3. Appliance and Equipment Circuits
   Verify proper voltages
   Verify proper operation
   Test all equipment and appliances

4. Fire alarm system tests

5. Communication system tests

d. Doors, Hardware and Weather-stripping/operation test reports.

5. Manufacturer's printed instruction manuals describing operating, servicing, maintenance and repair of each item of equipment and apparatus, including a complete description of each item with all ratings, capacities, and characteristics along with full detailed parts lists including all numbered parts of each item.

6. Written documentation indicating that the Owner has received all of the prescribed sessions of in-service training associated with systems, materials, equipment, maintenance, and procedures, including, but not limited to the following:

a. Plumbing Systems
b. Heating, Ventilating and Air Conditioning Systems

c. Electrical Systems
   1. Power
   2. Lighting
   3. Fire Alarm
   4. Communication

7. Keys and key identification and written certification that all locks have been changed immediately prior to transmitting keys. All keys shall be transmitted to Owner at Substantial Completion. Owner shall disperse key(s) to Contractor to complete punch list.

8. Warranties, Bonds, Guarantees, and Certifications.

   a. General Contractor's 1 year Warranty
   b. Termite Protection 5 year Guarantee
   c. Roofing Contractor's 10 year Guarantee
   d. Door Manufacturer's Guarantee(s)
   e. Hardware Manufacturer's Guarantee(s

   f. Plumbing Contractor's Guarantee(s)
      1. General Guarantee
      2. Water Heater Guarantee(s)
      3. Fixtures and trim Guarantee(s)
      4. Special Equipment Guarantee(s)

   g. HVAC Contractor's Guarantee(s)
      1. General Guarantee

   h. Electrical Contractor's Guarantee(s)
      1. General Guarantee
      2. Panel and Equipment Guarantees
      3. Lighting Fixtures and Equipment Guarantee(s)
      4. Special Equipment Guarantee(s)

   i. Hollow Metal Guarantee(s)
   j. Toilet Partitions Guarantee
   k. Specialties guarantee(s)
   l. Kitchen Equipment, etc. Guarantee(s)

9. Record / As built Drawings and Specifications (TWO SETS)

10. Documents required by the General and Supplementary General conditions.

11. Fire Chief/Marshall's inspection certificate

12. Occupancy Permit

13. Labels from all labeled doors, frames, assemblies, etc.

14. Contractor's "punch list" of items to be completed

15. Include Table of Contents with tabbed, rigid dividers between sections. Three ring binders shall be white with clear plastic cover to receive front and side title information.

16. Such materials shall be included, by General Contractor, in a section entitled

"MAINTENANCE".

17. Such test data shall be included within the 3-ring binder and within a section entitled **"TEST DATA".**

18. Such instruction manuals shall be included in the 3-ring binder and shall be entitled **"MANUALS".**

19. Such documentation shall be included within the 3-ring binder and within a section entitled **"IN-SERVICE TRAINING".**

20. Such key identification and documentation shall be included within the 3-ring binder and in a section entitle **"KEYS".**

21. Such warranties, Bonds, Guarantees and Certifications shall be included within separate sections within the 3-ring binder and shall be entitled **"BONDS", "CERTIFICATES", "GUARANTEES".**

22. Drawings shall be reduced to an 11" high height with width folded-in.

23. Sections shall each be tabbed and entitled with rigid dividers.

All above information is to be transmitted to Architect at one time prior to requesting substantial completion inspection.

1.03 PROJECT RECORDS AND DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT

The following project records and documents for submittal prior to final payment shall include, but not necessarily be limited to, the following list of items (4 copies of each):

1. General Contractor's written certification that all punch list items have been completed.
2. Certification of Contractor's affidavit of payment of debts and claims, AIA G706A.
3. Certification of Contractor's affidavit of release of Liens, AIA G706A.
4. Certificate of consent of surety company to final payment, AIA G707.
5. Documents required by the General and Supplementary General conditions.
6. Documents required by the General and Supplementary General Conditions.
7. Contractor's request for final payment.
8. Resolution of all allowances.

CLEANING UP: Leave all area in clean condition; remove from site all waste material, lumber, debris, etc. Glass windows to be thoroughly cleaned and washed, replace all broken glass.

1. Remove all miscellaneous debris and all construction materials from job site.
2. Install overhead door.
3. Provide insulation on water service entrance.
4. Raise floor drains to be flush with finished floor.
5. Provide site plan drawing showing all underground electrical conduits that lead to and from electrical transformer, electrical meter, pavilions, basketball court, 40' x 60 ' metal building.

AI-16371 **21.C.2.**

Waste Collection Services for South Tower Community Resource Center (CRC) - Pct. No. 2

CC REGULAR

Date:	07/14/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 2

Information

CAPTION

Presentation for applicable action as to award to the sole bid submitted and meeting all specifications and requirements including approval of contract for: Waste Collection Services for South Tower Community Resource Center (CRC) - Hidalgo County Precinct No. 2. project-RFB #2009-147-05-20-otm.

BACKGROUND

Contract form approved by legal on 07-02-09

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-122-001-0-421

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

BUDGETARY IMPACT:

Available balance is $80,000.00 as of 07/08/09.

Attachments

Link: draft contract

Link: participation log

Link: recommendation letter

Link: tab sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2009 11:02 AM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 02:37 PM	APRV
3	Roland Garcia	Rolando Garcia	07/09/2009 11:52 AM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Olga Montero Started On: 07/07/2009 02:13 PM

Final Approval Date: 07/10/2009

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-147-00-00

THIS CONTRACT is made and entered into this ____ day of July, 2009 by and between the County of Hidalgo, Texas ("County"), and **ALLIED WASTE SERVICES, INC,** a Delaware Corporation ("Company").

WHEREAS, Company responded to request for bids for **"Waste Collection Services for South Tower Community Resource Center (CRC)" (**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" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. 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 **Hidalgo County Precinct No. 2 and Hidalgo County Purchasing Department** or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **July 7, 2009** and ending **July 6, 2010** and may be extended at the sole discretion of County for an additional one (1) year term, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. 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 **Allied Waste Services**
Attn: Rey Alegria, Major Accounts/Retention Rep.
9402 W. Expressway 83
Harlingen, Texas 78552

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. Termination: This contract may be terminated without cause by County on thirty day's written notice to Company.

15. 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 without cause on thirty day's written notice prior to cancellation.

16. 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.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this____ day of_____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: **Allied Waste Services, Inc.**

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on: _____

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

By:_____

Date:_____

EXHIBIT "A" SPECIFICATIONS

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY PRECINCT No. 2

"WASTE COLLECTION SERVICES
FOR SOUTH TOWER COMMUNITY
RESOURCE CENTER (CRC)"

RFB NO: 2009-147-05-20-otm

Exhibit "A"
Hidalgo County Precinct No. 2
"Waste Collection Services for South Tower
Community Resource Center (CRC)"
Bid No. 2009-147-05-20-otm

SPECIFICATIONS/REQUIREMENTS, TERMS AND CONDITIONS

The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

Hidalgo County Precinct No. 2 is seeking a qualified vendor to provide "Waste Collection Services for South Tower Community Resource Center (CRC)".

1. All services will be done on an "As Needed Basis".

2. Bidder must identify the landfill site to which solid waste material are to be delivered to.

3. In the event Bidder is not the owner or operator of the landfill site, bidder shall provide Hidalgo County with copies of documents authorizing Bidder to dispose of solid waste material in such landfill.

4. Bidder shall provide a current permit for the landfill size issued by the Texas Natural Resource Conservation Commission evidencing authorization for the disposal of waste products.

5. In addition, Bidder shall present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a solid waste collection/disposal business.

6. Bidder will be required to provide one (1) - Eight (8) cubic yard bin with lid and to collect all solid waste materials generated by Hidalgo County Precinct No. 2-South Tower CRC at the following locations:

    a. 1429 S. Tower Road, Alamo, Texas (once per week)

7. Bidder should specify the following in the bid:

    - Size and Description of containers to be provided by Bidder.
    - Collection schedule proposed by Bidder.
    - Charge per collection, including basis for such charge (i.e. container size, volume of materials actually collected, etc.)
    - Additional fees such landfill charges, transportation charges, etc.

8. Cost for Land Filing will be on per ton basis.

9. Bidders shall describe any tracking and manifest documentation procedures and certify that the same are in compliance with state and federal regulations relating to bio-hazardous waste disposal. Upon acceptance of any waste products by the successful bidder and execution of any request manifest or other document, the successful bidder shall be all right, title and interest in the waste. Procedures subsequent to the acceptance of the waste will comply with all applicable regulations regarding the handling and disposition of waste.

10. The successful bidder will maintain liability insurance accident and natural disaster, as described and listed in: Insurance Requirements (See Exhibit "C").

11. The successful bidder will indemnify and hold harmless Hidalgo County, its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

12. Hidalgo County upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

13. Bidders prior to the award of contract and the successful bidder thereafter, will notify County immediately upon termination, cancellation, revocation or suspension of such permits or licenses, in which event Hidalgo County may in its sole discretion, declare to consider such party's bid or if a contract has been awarded, immediately terminate such contract.

14. Each bidder further represents and warrants that there are not current pending legal or administrative proceeding relating to its conduct of a solid waste collection, transport disposal operation which will be utilized in performing on a contract awarded hereunder. Prior to award of contract, each bidder and thereafter, the successful Bidder will notify Hidalgo County within three (3) business days of the filing of any legal or administrative proceedings affecting or in any manner related to its operation of a solid waste collection, transport and disposal operation which is or will be utilized in performing on a contract awarded hereunder.

15. If a Local Declaration of Disaster is declared by the Hidalgo County Judge, special rates will apply for the following categories of waste:

    - Construction Debris
    - Furniture / Mattresses
    - Flammable / Hazardous Material
    - Batteries
    - White goods transported to metal recycle

16. Bidder should designate which categories of waste your firm can transport or accept for waste storage.

17. Site locations will vary depending on event, to be discussed at initial waste removal planning meeting at the time of event and upon the discretion of Hidalgo County Precinct No. 2.

18. In cases of discrepancy between unit price and extension, the unit price shall govern.

19. 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.

20. The term of the contract shall be for a period of one (1) year with the County's option to renew for an additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to extend the bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid contract term.

21. Hidalgo County is requesting that any and all questions, inquiries and clarifications be addressed to: Olga T. Montero, Buyer II – Hidalgo County Purchasing Department, 2812 South Business Hwy 281, Edinburg, Texas 78539, (956) 318-2626 or email olga.montero@co.hidalgo.tx.us . TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

    ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 318-2629 OR EMAIL: olga.montero@co.hidalgo.tx.us , no later than May 13, 2009 by 3:00 p.m.. Responses will be sent to all applicants by no later than Friday, May 15, 2009 by 5:00 p.m.

EXHIBIT "B" VENDOR'S BID

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY PRECINCT No. 2
"WASTE COLLECTION SERVICES FOR
SOUTH TOWER COMMUNITY RESOURCE CENTER (CRC)"
RFB No. 2009-147-05-20-otm

DESCRIPTION	RESPONSE	
PRICE PER HAUL FOR ONE (1), EIGHT (8) CU. YD. CONTAINER WITH LID TO BE SERVICED ONCE A WEEK	TOTAL MONTHLY RATE AT: $ 114.84	
COST FOR LAND FILLING (TIPPING CHARGE):	$ / TON INCL. ABOVE	
LANDFILL SITE ADDRESS TO WHICH SOLD WASTE MATERIAL WILL BE DELIVERED IF BIDDER IS NOT OWNER OF THE LANDFILL SITE:	Bidder OWNED	
BIDDER WILL PROVIDE ONE (1) - EIGHT (8) CUBIC YARD BINS WITH LIDS LOCATED AT THE COMMUNITY RESOURCE CENTER (CRC)	☒ YES	☐ NO
DOES BIDDER POSSESS ALL PERMITS NECESSARY TO CONDUCT A SOLID WASTE COLLECTION & DISPOSAL BUSINESS:	☒ YES	☐ NO
PROPOSED COLLECTION SCHEDULE: SPECIFY COLLECTION DAY OF THE WEEK	Thursday	

BIDDER / COMPANY NAME:	BFI Waste Services of Texas, L.P
ADDRESS:	9402 West Expressway 83
CITY / STATE / ZIP CODE:	Harlingen, TX. 78552
PHONE & FAX No.'S:	(800) 423-7316 Ph. (956) 428-2045 Fax
SIGNATURE:	R Alegria
PRINTED NAME:	Reynaldo Alegria
TITLE:	Sales Manager
DATE:	5-18-09
Bidder acknowledges and commits to the bid price, requirements, terms and conditions. ☒ YES ☐ NO	R Alegria 5-18-09 Authorized Signature Date Reynaldo Alegria OPENED Printed Name 9:55 am

Witnessed

EXHIBIT "C" INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2009

PRODUCER Phone: 818-662-4200 Fax: 877-297-9262

BB&T - Knight Insurance Services
535 North Brand Blvd., 10th Floor
Lic# 0619252
Glendale CA 91203

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

863 Allied Waste Services of Rio Grande Valley
9402 W EXPRESSWAY 83
HARLINGEN, TX 78552

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMERICAN INS CO	16535
INSURER B: STEADFAST INS CO	26387
INSURER C: AMERICAN GUARANTEE & LIAB INS	26247
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		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	GLO370304202	6/30/2009	6/30/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ $ 5,000,000 $ 5,000,000 $ 5,000,000
A		**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BAP370304302	6/30/2009	6/30/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		**EXCESS / UMBRELLA LIABILITY** X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	AUC594569901	6/30/2009	6/30/2010	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
B		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under SPECIAL PROVISIONS below	EWT300304401	1/1/2009	1/1/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is an Additional Insured, except for Workers Compensation, if required by written contract. Waiver of Subrogation rights apply, if required by written contract. If required by written contract, the General Liability policy will apply as primary insurance and any other insurance to the additional insured shall apply as excess and non-contributory insurance.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg TX 78539

CANCELLATION 10 Day Cancellation for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Nancy Maddox

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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

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

BB&T

BB&T Insurance Services of California, Inc.

BB&T - Knight Insurance Services
535 N Brand Blvd, 10th Floor
Glendale, CA 91203
(818) 662-4200 Fax (818) 662-9312
CA License # 0619252

Re: Policy #EWT300304401

To Whom It May Concern:

Republic Services & its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic has filed an approved Indemnity Plan with the Texas Department of Insurance, & therefore is not required to carry Workers Compensation insurance in Texas.

The certificate enclosed certifies the Texas Excess Employers Indemnity policy which they carry providing insurance protection for both Employers Liability & also Excess coverage for the approved Indemnity plan.

Please advise if you have any further questions.

Regards,

Manny Mashhoud
President, Los Angeles Division

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER=S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

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

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY PRECINCT NO. 2– WASTE COLLECTION SERVICES FOR SOUTH TOWER CRC"

BID NO: 2009-147-05-20-OTM

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
ALLIED WASTE ATTN: REYNALDO ALEGRIA Reynaldo.alegria@awin.com	**Email & mail**	**Olga T. Montero**	**05/06/09**	**9402 W. Expressway 83 Harlingen, Tx 78552 (956) 423-7316**
WASTE MANAGEMENT ATTN: APRIL FULLER afuller@wm.com	**Email & mail**	**Olga T. Montero**	**05/06/09**	**1777 N. E. Loop 410 San Antonio, Tx 78217 (800) 800 5804**
ABC WASTE COLLECTION ATTN: LUCERO luceror@wasteconnections.com	**Email & mail**	**Olga T. Montero**	**05/06/09**	1222 N. Closner Edinburg, Tx 78539 (956) 316-0333
The 5125 Company 956-583-5125 office 956-585-1633 facx	Email	Olga T. Montero	5/11/09	1008 Doherty Mission, Texas 78572

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: HON. HECTOR "TITO" PALACIOS
HIDALGO COUNTY PRECINCT NO. 2
ATTN: YOLI CISNEROS

FROM: OLGA MONTERO, BUYER II
HIDALGO COUNTY PURCHASING DEPARTMENT

DATE: TUESDAY, MAY 26, 2009

RE: TABULATION SHEET FOR:
"WASTE COLLECTION SERVICES FOR SOUTH TOWER CRC"
RFB. NO. 2009-147-05-20-otm

Enclosed, for your review, comments and recommendations, please find a copy of the sole bid received for the referenced project.

Please submit your recommendation as soon as possible in order to place on Commissioner's Court Meeting for award of bid.

Please include the account number(s) for the above mentioned product:

Acct:# 9-1100-466-00-122-082-0-421 Acct:#

Award to Vendor(s): BFI Waste Services of Texas, L.P.

Should you have any questions, or require further information, please do not hesitate to call me at (956) 318-2626 Ext. 4859.

Thank you for your attention and cooperation to this matter.

Encl.

xc: file

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2

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

DESCRIPTION OF BID: WASTE COLLECTION SERVICES FOR SOUTH TOWER CRC

BID NO: 2009-147-05-20-OTM

BID # RFB#	NAME OF COMPANY	TOTAL MONTHLY RATE
#1	BFI WASTE SERVICES OF TEXAS, L.P. 9402 WEST EXPRESSWAY 83 HARLINGEN, TX 78552 (800) 423-7316 Contact: Reynaldo Alegria	$114.84 (cost for land filling/tipping charge included) Collection day: THURSDAY
#2		
#3		
#4		
#5		
#6		
#7		

AI-16416 **21.C.3.**

Surplus of TOP SOIL/FILL DIRT-Sale/Exchange Removal and Hauling from Various location in Pct. #2

CC REGULAR

Date:	07/14/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 2

Information

CAPTION

a. Requesting authority to surplus the approximate amounts of TOP SOIL and/or FILL DIRT (as approximated by Planning dept.) to be excavated at the following Pct. #2 locations:
1. LJ Lateral: 82,700 cu. yds of Top Soil and 330,800 cu yds of Fill Dirt
2. Ceasar Chavez Drain: 14,300 cu. yds of Top Soil and 57,100 cu yds of Fill Dirt
3. So Tower Rd Between Moore Rd & Rancho Blanco Rd 18,000 cu. yds of Total Dirt
4. El Charro Subdivision: 9,500 cu. yds of Total Dirt
5. SouthFork Drain: 150,000 cu. yds of Total Dirt
for the purposes of disposition through sealed bids (for sale or exchange) in connection with the "Precinct No. 2 Drainage Improvements Project" #2009-304-OGG;

b. Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications and draft requirements agreement) as attached hereto for the: "Sale or Exchange, Removal and Hauling of Top Soil & Fill Dirt to be Excavated" as described in section (A) in connection with the "Precinct No. 2 Drainage Improvements" project #2009-304-OGG.

BACKGROUND

Proposed project is to receive bids for removal of soil from various as described in Section A for "Precinct No. 2 Drainage Improvement Project" at locations as per attached maps.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1202-360-00-000-000-0-000

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

BUDGETARY IMPACT:

It is anticipated/projected that the sale of the soil/dirt along with the hauling expense to the prospective bidders will result in no fiscal impact to Hidalgo County.

*R&B PCT.2-MISCELLANEOUS REVENUE

Attachments

Link: Exhibit

Link: 09-304

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/09/2009 09:55 AM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 10:30 AM	APRV
3	Roland Garcia	Rolando Garcia	07/10/2009 10:50 AM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Oscar Garza

Started On: 07/08/2009 02:40 PM

Final Approval Date: 07/10/2009

Oscar Garza

From: Bernardo Chapa [Bernardo.Chapa@co.hidalgo.tx.us]
Sent: Thursday, July 09, 2009 5:33 PM
To: 'Oscar Garza'
Cc: Raul E. Sesin; Raul E. Sesin; 'Humberto Garza'; 'Martha Salazar'; ramon.vela@co.hidalgo.tx.us; 'Darlene Betancourt'
Subject: AI-16416 Request to Surplus & Advertise for Bids

Mr. Garza,

As per your request, these are the estimated excavation quantity volumes.

1. LJ Lateral: 82,700 cu. yds of Top Soil and 330,800 cu yds of Fill Dirt
2. Cesar Chavez Drain: 14,300 cu. yds of Top Soil and 57,100 cu yds of Fill Dirt
3. So Tower Rd Between Moore Rd & Rancho Blanco Rd: 18,000 cu. yds total
4. El Charro Subdivision: 9,500 cu. yds total
5. SouthFork Drain: 150,000 cu. yds total

Items 3, 4, and 5 were provided by Mr. Ramiro Gutierrez from R. Gutierrez Engineering Corporation. He stated that the quantities do not differentiate between "Top Soil" and "Fill Dirt" because during construction, the contractor is not going to separate the different type of soils.

Please call me or Mr. Sesin if you have any questions and/or need additional information.

Thank you,

Bernardo (Lalo) Chapa
Hidalgo County Drainage
Improvements Dept.
Office: 292-7000 x 4022
Fax: 292-7063
bernardo.chapa@co.hidalgo.tx.us

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY PRECINCT NO. 2

"REMOVAL OF EXCAVATED SOIL FROM : LJ Lateral; Ceasar Chavez Drain; So Tower Rd. Between Moore Rd. & Rancho Blanco Rd.;El Charro Subd.; and SouthFork Drain"

BID NO.: 2009-304-08-05-OGG

The following are the minimum specifications for **"(Removal of Excavated Soil from LJ Lateral; Ceasar Chavez Drain; So Tower Rd. Between Moore Rd. & Rancho Blanco Rd.;El Charro Subd.; and SouthFork Drain)"**.

PROJECT OVERVIEW:

Hidalgo County Precinct #2 is in the process of excavating on the following locations:

1. LJ Lateral: 83,700 cu. Yds of Top Soil and 330,800 cu yds of Fill Dirt
2. Cesar Chavez Drain: 14,300 cy yds of Top Soil and 57,100 cy yds of Fill Dirt
3. So Tower Rd Between Moore Rd & Rancho Blanco Rd. 18,000 cu yds Total
4. El Charro Subdivision: 9,500 cy yds Total
5. SouthFork Drain: 150,000 cy yds. Total

Qualified participants must currently possess all licenses, permits and any other applicable requirements before entering said premises for the removal and hauling of excavated soil.

Hidalgo County Precinct No. 2 will load excavated soil on awarded participant's trucks.

Award of bid will be to participant meeting all requirements on a "Per Cubic Yard" bid price payable to Hidalgo County.

Term of contract will be until project completion of excavated soil on identified areas, as identified as per attachment and as described below:

1. **Bid price:** must be on a per cubic yard basis payable $_____ to Hidalgo County.
2. **Bidder(s):** will be responsible for providing equipment for hauling soil necessary for project.
3. **Bid Award:** Bid award will be to the best bid meeting all requirements. 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 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. **Contract Terms:** will be upon completion of project. The **bidder(s)** awarded the contract must **furnish proof of ownership of vehicles provide evidence of** the required insurance identifying vehicles used for project as outlined in Exhibit "C", all necessary licenses and permits. Copies of all licenses, permits and insurance coverage's must be submitted to the Hidalgo County Purchasing Department upon bid award.
5. Hidalgo County Precinct #2 reserves the right to award the bid to one bidder or multiple bidders if the Hidalgo County Precinct #2 determines it is in its best interest to do so.
6. The bidder(s) awarded the contract **cannot** engage the services of a subcontractor **without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverage as outlined in Exhibit "C".
7. **Equipment:** requesting a minimum of Six (6) Tandem Trucks available for proposed by to Hidalgo County Precinct No.2. Please note the make, year, model on Exhibit "D"
8. **Time of completion** for project will be in accordance to the work performance, excavation and scheduling as coordinated by Hidalgo County Precinct No. 2; proposed soil must be hauled out as per scheduling in accordance with project Director.

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-00-00-00-00

THIS CONTRACT is made and entered into this____day of_____, **200** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **A**_____@ of _____ (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company;

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

DRAFT

Specifications within **Hidalgo County** following a request for Services by the **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be in accordance to work performance, excavation and scheduling as coordinated by Hidalgo County Precinct No. 2; proposed soil will be loaded by Precinct No. 2 and awarded vendor is responsible for soil to be hauled out as per scheduling and in accordance with project Director; project termination will be upon completion.

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 Vendor agrees to pay Hidalgo County the amounts specified in Exhibit "A" and "B" attached hereto.

7. Company shall provide insurance in force on all its vehicles and all persons connected

DRAFT

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 _____
_____
_____
_____

DRAFT

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 200___.

Approved by Commissioners Court on, _____day of _____, 200___.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

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

By:_____

DRAFT

EDINBURG

SANJUAN

ALAMO

PCT 4

PCT 2

PCT 1

PROJECT SITE

IOWA

CANTON

WISCONSIN

TRENTON

ALBERTA

OWASSA

MINNESOTA

EARLING

EL DORA

SIOUX

ROOSEVELT

FERGUSON

MILE 12 NORTH

MILE 11 1/2 NORTH

MILE 11 NORTH

MILE 10 1/2 NORTH

RAUL LONGORIA

CESAR CHAVEZ

ALAMO

TOWER

VAL VERDE

DILLON RD

GOOLIE RD

OLD LA BLANCA RD

NORTH "I" RD

SAN JUAN

HUTTO

281

2128

1426

907

1423

495

493

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2540 FAX: (956) 318-2544
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

PRECINCT 2 DRAINAGE PROJECT

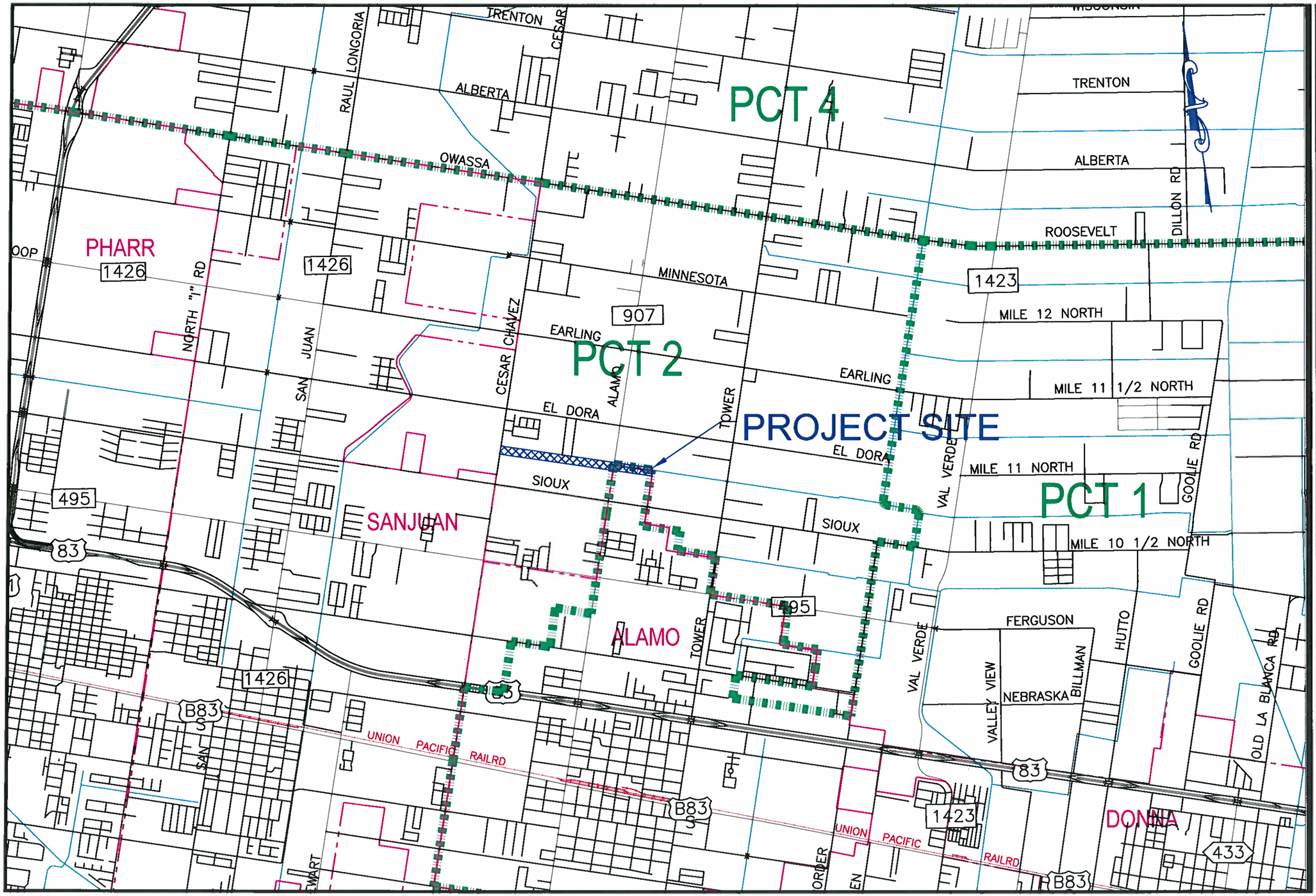
LJ LATERAL AREA LOCATION MAP

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on 01/07/09

RAUL E. SESIN P.E. NO. 86374

SCALE: 1"=3000'
DATE: 01/07/09
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY:
PROJECT FILE:
S-PCT2.DWG
SHEET:
1 OF 1



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2340 FAX: (956) 318-2344
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

PRECINCT 2 DRAINAGE PROJECT

CESAR CHAVEZ DRAIN
AREA LOCATION MAP

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER
This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the date of the original date.
RAUL E. SESIN P.E. No. 86374

SCALE: 1"=2000'
DATE: 01/01/09
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY:
PROJECT FILE: S-PCT2.DWG
SHEET: 1 OF 1

PROJECT SITE

PCT 2

PCT 1

PHARR

SANJUAN

ALAMO

DONNA

FERGUSON

NEBRASKA

VALLEY VIEW

VAL VERDE

BILLMAN

HUTTO

OLD LA BLANCA RD

GOODE RD

UNION PACIFIC RAILRD

B83

83

433

1426

1423

2557

907

493

TOWER

BORDER

WHALEN

RIDGE

MOORE

STEWART

MORNINGSIDE

ALAMO

EL GATO ROAD

SOUTH "I" RD

STITES RD

LA DONNA

DONNA RESERVOIR

RANCHO BLANCO

LA CRUZ RESACA

PECINA RD

BALLI

DICKER RD

COUNTY RD 1552

COUNTY RD 1561

SOUTH RIVER RD

MILE

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2340 FAX: (956) 318-2644
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

PRECINCT 2 DRAINAGE PROJECT

S. TOWER RD BETWEEN MOORE RD AND RANCHO BLANCO RD
AREA LOCATION MAP

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

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RAUL E. SESIN, P.E. No. 86374

SCALE: 1"=3000'
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DRAWN BY: CYNTHIA PEREZ
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REVISED BY: R. SESIN
SURVEYED BY:
PROJECT FILE:
S-PCT2.DWG
SHEET:
1 OF 1

EDINBURG

SANJUAN

ALAMO

PCT 4

PCT 2

PCT 1

PROJECT SITE

IOWA

CANTON

WISCONSIN

TRENTON

ALBERTA

OWASSA

MINNESOTA

EARLING

EL DORA

SIOUX

ROOSEVELT

FERGUSON

MILE 12 NORTH

MILE 11 1/2 NORTH

MILE 11 NORTH

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RAUL LONGORIA

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ALAMO

TOWER

VAL VERDE

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GOOLIE RD

OLD LA BLANCA RD

NORTH "I" RD

SAN JUAN

HUTTO

281

2128

1426

907

1423

495

493

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

PRECINCT 2 DRAINAGE PROJECT

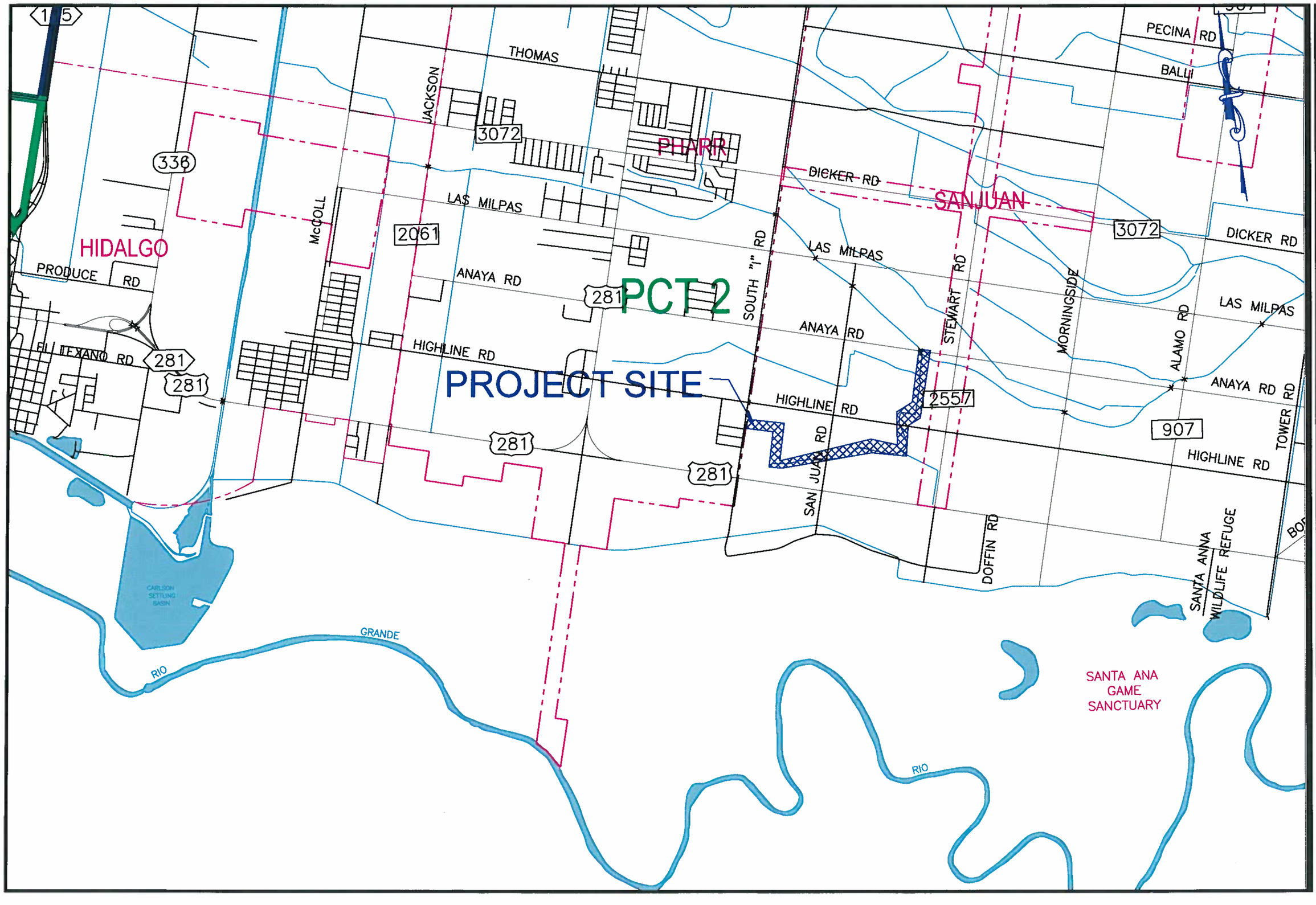
EL CHARRO SUBDIVISION AREA LOCATION MAP

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the date designated data.

RAUL E. SESIN P.E. No. 86374

SCALE: 1"=3000'
DATE: 01/07/09
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY:
PROJECT FILE: S-PCT2.DWG
SHEET:
1 OF 1



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2950 FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

PRECINCT 2 DRAINAGE PROJECT

SOUTHFORK DRAIN AREA LOCATION MAP

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER
1/7/09

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN P.E. No. 86374

SCALE: 1"=3000'
DATE: 01/01/09
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY:
PROJECT FILE:
S-PCT2.DWG
SHEET:
1 OF 1

AI-16420 **21.C.4.**

New Pct #2 Administration Office for Hidalgo County & Other County Offices Payment Request

CC REGULAR

Date:	07/14/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of Request for Payment #3 (A-E) for New Precinct 2 Administration Office for Hidalgo County and Other County Offices in the amount(s):

a.	New Pct.2 Administration Bldg	PO#617618	$ 3,990.72
b.	Health Clinic	PO#622522	$13,274.61
c.	WIC Clinic	PO#622523	$ 6,290.42
d.	Tax Assessor Office	PO#622524	$ 6,481.40
e.	Justice of the Peace Office	PO#622525	$ 8,501.86
		Total	$38,539.01

from V-A Architecture, Contract NO. C-09-037-01-13 (after Auditor's review and processing procedutes completed including authority for County Treasurer to issue payment/check).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-431-00-122-021-0-720

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

BUDGETARY IMPACT:

PO #617618 funding available in the amount of $89,489.59 as of 07/08/2009.

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-441-00-122-041-0-720

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

BUDGETARY IMPACT:

PO #622522 funding available in the amount of $66,830.88 as of 07/08/2009.

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-441-00-122-041-0-720

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

BUDGETARY IMPACT:

PO #622523 funding available in the amount of $11,008.26 as of 07/08/2009.

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-451-15-122-042-0-720

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

BUDGETARY IMPACT:

PO #622524 funding available in the amount of $22,684.91 as of 07/08/2009.

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-412-00-122-043-0-720

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

BUDGETARY IMPACT:

PO #622525 funding available in the amount of $29,756.52 as of 07/08/2009.

Attachments

Link: VA Architecture Pmt No.3 Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/09/2009 10:16 AM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 10:34 AM	APRV
3	Roland Garcia	Rolando Garcia	07/10/2009 11:25 AM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Yolanda Cisneros Started On: 07/08/2009 03:36 PM

Final Approval Date: 07/10/2009

V·A Architecture

B.
Review and Approval by Hidalgo County Precinct 2
of Architect's Request for Payment

Project			**New Administration Offices for Hidalgo County Pct. 2 and Other County Offices**
Contract #			09-037-01-13
Requests for Payment:			#3 (A-E)
In the total Amount of:			$38,539.01
A. New Pct. 2 Administration	PO# 617618	$3,990.72	
B. Health Clinic	PO# 622522	$13,274.61	
C. WIC Clinic	PO# 622523	$6,290.42	
D. Tax Assessor Office	PO# 622524	$6,481.40	
E. Justice of the Peace Office	PO# 622525	$8,501.86	
Submitted by:			V·A Architecture
For Period to:			June 30, 2009

Reviewed and Approved by:

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2

SEE ATTACHEMENT
FOR ACCOUNTS

Date:

INVOICE RECEIVED BY: _____ ON 7/6/09
GOODS/SERVICES RECEIVED BY: _____ ON 6/30/09

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

New Precinct #2 Administration

617618

9-1334-431-00-122-021-0-720 $3,990.72

REQ. #149224

Health Clinic

622522

9-1334-441-00-122-041-0-720 $13,274.62

REQ. #154912

WIC Clinic

622523

9-1334-441-00-122-041-0-720 $6,290.42

REQ. #154921

Tax Assessor Office

622524

9-1334-451-15-122-042-0-720 $6,481.40

REQ. #154932

Justice of the Peace Office

622525

9-1336-412-00-122-043-0-720 $8,501.86

REQ. #154936

V·A Architecture

REQUEST FOR PAYMENT NO: Four-A

Project Name: New Pct. 2 Administration Office & Other County Offices: Pct. 2 Offices
for Hidalgo County, Pharr, Texas No. 08-1016

Architetural Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 617618

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Budget:		**$613,957.44**	**Arch % Rate:**		**6.5%**	***$**	**Max. Contract Amt**	**$39,907.23**
Scope of Services		**Estimated Budget**	**% Completed To Date**		**Total Due**		**Less Prev. Payments**	**Amount Due This Request**
Schematic Desgign A/E Fee 15%	*$	5,986.08	100%	*$	5,986.08	*$	5,986.08	*$ 0.00
Design Development A/E Fee 20%	*$	7,981.45	100%	*$	7,981.45	*$	7,981.45	*$ (0.00)
Constr. Doc. Phase A/E Fee 40%	*$	15,962.89	100%	*$	15,962.89	*$	11,972.17	*$ 3,990.72
Bidding Phase A/E Fee 5%	*$	1,995.36	0%	*$	0.00	*$	0.00	*$ 0.00
Construction Adm. A/E Fee 20%	*$	7,981.45	0%	*$	0.00	*$	0.00	*$ 0.00
Reimbursables	*$	0.00	0%	*$	0.00	*$	0.00	*$ 0.00
TOTALS	*$	39,907.23		*$	29,930.42	*$	25,939.70	*$ 3,990.72
					Total Amount This Request			*$ **3,990.72**

I certify that the above is true and correct to the best of my knowledge.

VA Architecture — June 30, 2009
Architect — Date

Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: Four-B

Project Name: New Pct. 2 Administration Office & Other County Offices: Health Clinic **for Hidalgo County, Pharr, Texas** No. 08-1016

Architetural Firm: V-A Architecture

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Contract No 09-037-01-13
P.O. # 622522

Project Budget:		**$2,042,249.00**	**Arch % Rate:**		**6.5%**	*$	**Max. Contract Amt**	**$132,746.19**
Scope of Services	**Estimated Budget**	**% Completed To Date**	**Total Due**		**Less Prev. Payments**		**Amount Due This Request**	
Schematic Desgign A/E Fee 15%	*$	19,911.93	100%	*$	19,911.93	*$	19,911.93	*$ (0.00)
Design Development A/E Fee 20%	*$	26,549.24	100%	*$	26,549.24	*$	26,549.24	*$ (0.00)
Constr. Doc. Phase A/E Fee 40%	*$	53,098.47	100%	*$	53,098.46	*$	39,823.85	*$ 13,274.61
Bidding Phase A/E Fee 5%	*$	6,637.31	0%	*$	0.00	*$	0.00	*$ 0.00
Construction Adm. A/E Fee 20%	*$	26,549.24	0%	*$	0.00	*$	0.00	*$ 0.00
Reimbursables	*$	0.00	0%	*$	0.00	*$	0.00	*$ 0.00
TOTALS	*$	132,746.19		*$	99,559.63	*$	86,285.02	*$ 13,274.61
				Total Amount This Request				*$ **13,274.61**

I certify that the above is true and correct to the best of my knowledge.

VA Architecture — June 30, 2009
Architect — Date

Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: Four-C

Project Name: New Pct. 2 Administration Office & Other County Offices: WIC
for Hidalgo County, Pharr, Texas No. 08-1016

Architetural Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 622523

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Budget:		**$483,879.00**	**Arch % Rate:**		**6.5%**	***$**	**Max. Contract Amt.**	**$31,452.14**
Scope of Services	**Estimated Budget**		**% Completed To Date**	**Total Due**		**Less Prev. Payments**		**Amount Due This Request**
Schematic Desgign A/E Fee 15%	*$	4,717.82	100%	*$	4,717.82	*$	4,717.82	*$ 0.00
Design Development A/E Fee 20%	*$	6,290.43	100%	*$	6,290.43	*$	6,290.43	*$ (0.00)
Constr. Doc. Phase A/E Fee 40%	*$	12,580.85	100%	*$	12,580.84	*$	6,290.42	*$ 6,290.42
Bidding Phase A/E Fee 5%	*$	1,572.61	0%	*$	0.00	*$	0.00	*$ 0.00
Construction Adm. A/E Fee 20%	*$	6,290.43	0%	*$	0.00	*$	0.00	*$ 0.00
Reimbursables	*$	0.00	0%	*$	0.00	*$	0.00	*$ 0.00
TOTALS	*$	31,452.14		*$	23,589.09	*$	17,298.67	*$ 6,290.42
					Total Amount This Request			*$ **6,290.42**

I certify that the above is true and correct to the best of my knowledge.

VA Architecture — June 30, 2009
Architect — Date

Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: Four-D

Project Name: New Pct. 2 Administration Office & Other County Offices:Tax Office No. 08-1016
for Hidalgo County, Pharr, Texas

Architetural Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 622524

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Budget:		**$997,139.00**	**Arch % Rate:**	**6.5%**	***$ Max. Contract Amt.**	**$64,814.04**
Scope of Services	**Estimated Budget**	**% Completed To Date**	**Total Due**	**Less Prev. Payments**		**Amount Due This Request**
Schematic Desgign A/E Fee 15%	*$ 9,722.10	100%	*$ 9,722.10	*$ 9,722.10	*$	0.00
Design Development A/E Fee 20%	*$ 12,962.81	100%	*$ 12,962.81	*$ 12,962.81	*$	(0.00)
Constr. Doc. Phase A/E Fee 40%	*$ 25,925.62	100%	*$ 25,925.62	*$ 19,444.22	*$	6,481.40
Bidding Phase A/E Fee 5%	*$ 3,240.70	0%	*$ 0.00	*$ 0.00	*$	0.00
Construction Adm. A/E Fee 20%	*$ 12,962.81	0%	*$ 0.00	*$ 0.00	*$	0.00
Reimbursables	*$ 0.00	0%	*$ 0.00	*$ 0.00	*$	0.00
TOTALS	*$ 64,814.04		*$ 48,610.53	*$ 42,129.13	*$	6,481.40
			Total Amount This Request		*$	**6,481.40**

I certify that the above is true and correct to
the best of my knowledge.

VA Architecture — June 30, 2009
Architect — Date

Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: Four-E

Project Name: New Pct. 2 Administration Office & Other County Offices: Justice of the Peace Office
for Hidalgo County, Pharr, Texas No. 08-1016

Architetural Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 622525

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Budget:		**$1,307,978.88**	**Arch % Rate:**	**6.5%**	*$	**Max. Contract Amt**	**$85,018.63**
Scope of Services	**Estimated Budget**	**% Completed To Date**	**Total Due**		**Less Prev. Payments**		**Amount Due This Request**
Schematic Desgign A/E Fee 15%	*$ 12,752.79	100%	*$ 12,752.79		*$ 12,752.79		*$ 0.00
Design Development A/E Fee 20%	*$ 17,003.73	100%	*$ 17,003.73		*$ 17,003.73		*$ (0.00)
Constr. Doc. Phase A/E Fee 40%	*$ 34,007.45	100%	*$ 34,007.45		*$ 25,505.59		*$ 8,501.86
Bidding Phase A/E Fee 5%	*$ 4,250.93	0%	*$ 0.00		*$ 0.00		*$ 0.00
Construction Adm. A/E Fee 20%	*$ 17,003.73	0%	*$ 0.00		*$ 0.00		*$ 0.00
Reimbursables	*$ 0.00	0%	*$ 0.00		*$ 0.00		*$ 0.00
TOTALS	*$ 85,018.63		*$ 63,763.97		*$ 55,262.11		*$ 8,501.86
				Total Amount This Request			*$ **8,501.86**

I certify that the above is true and correct to the best of my knowledge.

VA Architecture — June 30, 2009
Architect — Date

Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

June 30, 2009

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2
301 E. State Street
Pharr, Texas 78577

RE: **New Administration Offices for Hidalgo County Pct. 2 & Other County Offices**
Pharr, Texas
Request for Payment
Contract No. 09-037-01-13
PO #'s: 617618; 622522-622525

Commissioner Palacios:

Enclosed please find four sets of the following:

1. Document B, Review and Approval by Hidalgo County Precinct 2 of Architect's Request for Payment ~~#4~~ 3 (A-E) for the **New Administration Offices for Hidalgo County Pct. 2 & Other County Offices**, for your signature
2. **Architect's Request for Payment ~~#4~~ 3 (A-E) in the amount totaling $38,539.01** for the **New Administration Offices for Hidalgo County Pct. 2 and Other County Offices.**

Please forward one set to Lupita Garza, Hidalgo County Auditor's Office, and one set to Ramon Vela, Asst. Purchasing Agent, Hidalgo County Purchasing Department.

Your prompt attention to this request is greatly appreciated.

Sincerely,

Reynaldo Vargas, A.I.A.
RV:sic
08-101016\INV LTRS\#3-052609

RECEIVED BY: Yolanda Cisneros TIME: 9:00 am
RECEIVED
JUL 06 2009

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

AI-16434 **21.C.5.**

R. Gutierrez Invoices for Drainage Projects

CC REGULAR

Date:	07/14/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of request for payment R. Gutierrez Engineering Corporation-#C-08-381-09-16 contracted project engineer, for the following invoices:

Inv#	Inv Date	Project Name	Amount
2685	05/08/09	LJ Drainage Project	$41,900.00
2688	05/22/09	Southfork Drainage Project	$68,700.00
2689	05/22/09	LJ Drainage Project	$14,400.00
2692	06/10/09	Southfork Drainage Project	$45,080.80

(subject to Auditor's processing procedures prior to issuance of payment/check by County Treasurer.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-038-0-711

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

BUDGETARY IMPACT:

PO #620378 funding available in the amount of $50,700.00 as of 07/08/2009
(Inv. #2685 & #2689)
Inter-Dept. Transfer AI-16435 07/14/2009

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-040-0-711/733

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

BUDGETARY IMPACT:

PO #613776 ($20,900.00); PO increase has been submitted.

711 - Funding available in the amount of $105,300.00 as of 07/08/2009.
(Inv. # 2688 $68,700.00)
(Inv#2692 for $45,080.80 which breaks out to $10,000.00 for 711)

733 - PO#613776 available amount of $106,792.00 for (Inv#2692 for $45,080.80 which

breaks out to $35,080.80 for 733)

Attachments

Link: Invoice #2685

Link: Invoice #2688

Link: Invoice #2689

Link: Invoice #2692

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/09/2009 11:18 AM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 01:45 PM	APRV
3	Roland Garcia	Rolando Garcia	07/10/2009 08:38 AM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 07/08/2009 05:12 PM

Final Approval Date: 07/10/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2685
Friday, May 08, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024j LJ Drainage Project
Topographic & Parcel Surveys

Project Manager: Luis Nava
Professional Services for the Period: 04/04/2009 to 05/08/2009

Billing Group: 01 *Phased Fixed Fee*

Topographic & Boundary Survey

Contract #: *C-08-381-09-16(WA#10)(PO#620378)*

Billing Fee: $85,500.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Topographic Survey	9,500.00	40.00	3,800.00	3,800.00	0.00
Boundary Survey (Est. 35 Parcels)	59,000.00	54.92	32,400.00	0.00	32,400.00
Right-of-Way Map (2.5 Miles)	7,500.00	0.00	0.00	0.00	0.00
Digital Terrain Model & Cross Sections	9,500.00	100.00	9,500.00	0.00	9,500.00

Total Phases: ***$41,900.00***

Phase Billing Totals: ***$41,900.00***

620378
9-1339-431-00-122-038-0-711
REQ. #152232

Billing Group Subtotal: 41,900.00

Project Totals:

****** Total Project Invoice Amount:*** ***$41,900.00***

Ramiro Gutierrez
President

INVOICE RECEIVED BY: _____ ON 5/22/09
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 5/22/09

R. Gutierrez Engineering Corporation

May 8, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: LJ Drainage Topographic & Parcel Surveys – Invoice
ENG08.024j

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. The Digital Terrain Model and Cross Sections are 100% complete and have been submitted to Raul Sesin with the Planning Department. Also, we have completed 18 Boundary Survey parcels and have submitted them to Lupe Rodriguez with the Right-of-Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Comm. Palacios
Hidalgo County Pct. 2
301 E. State St.
Pharr, Tx 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: LJ Drainage Topo & Parcel Surveys
PROJECT NO.: Eng08.024j
DATE: 5/8/09

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS ___ PLANS ___ SHOP DRAWINGS ___ CD
___ CHANGE ORDER ___ SAMPLES ___ PAYMENT REQUEST X OTHER: INVOICE
___ BID TABULATION ___ CONTRACT DOCUMENTS ___ RECORD DRAWINGS ___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	5/8/09	Cover Letter
1	5/8/09	Invoice No. 2685

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE ___ APPROVED AS NOTED ___ FOR YOUR RECORDS
___ FOR APPROVAL ___ APPROVED AS SUBMITTED ___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE ___ RETURN FOR CORRECTIONS ___ RESUBMIT FOR APPORVAL
___ AS REQUESTED X FOR FURTHER PROCESSING ___ ON LOAN
___ FOR REVIEW AND COMMENT ___ FOR SIGNATURE ___ OTHER

COMMENTS:

RECEIVED
MAY - 8 2009
Generalda

Copy Distribution: file

Received by: X

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2688
Friday, May 22, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG07.032L Southfork Drainage Lateral

Project Manager: Luis Nava
Professional Services for the Period: 04/23/2009 to 05/22/2009

Billing Group: 01 *Phased Fixed Fee*

Southfork Drainage Lateral

Contract #: *C-07-358-09-04(WA#12)(PO#613776)*

Billing Fee: $390,301.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Data Collection & Prelim Engineering & Design	151,161.00	100.00	151,161.00	151,161.00	0.00
ght-of-Way Map	87,000.00	100.00	87,000.00	18,300.00	68,700.00
Final Design	75,580.00	60.00	45,348.00	45,348.00	0.00
Construction Services	75,580.00	0.00	0.00	0.00	0.00
Special Services	980.00	0.00	0.00	0.00	0.00

Total Phases: ***$68,700.00***

613776
9-1339-431-00-122-040-0-711
REQ. #144476

Phase Billing Totals: ***$68,700.00***

Billing Group Subtotal: 68,700.00

Project Totals:

*** ***Total Project Invoice Amount:*** **$68,700.00**

Ramiro Gutierrez
President

INVOICE RECEIVED BY:
Esmeralda Molina ON 5-22-09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 5-22-09

R. Gutierrez Engineering Corporation

May 22, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Southfork Drainage Lateral – Invoice
Project No: ENG07.032L

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have obtained 24 title reports and have completed 33 parcels for the project. The completed parcels have been submitted to Lupe Rodriguez with the Right-of-Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachment(s)
cc: Files

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Comm. Palacios
Hidalgo County Pct 2
301 E. State St
Pharr TX 78577

FROM: Jaime Jaimez Jr.
SUBJECT: Southfork Drainage Lateral
PROJECT NO.: Eng07.032L
DATE: 5/22/09

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	5/22	Cover Letter
1	5/22	Invoice # 2688

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
MAY 22 2009
Comptroller

Copy Distribution: file

Received by: X

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: 613776
Increase # 01 for this Purchase Order
Procurement Method:

- ❑ Contract # C-07-358-09-04
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 234443
Vendor Name: R. Gutierrez Engineering Corp
Address: 130 E. Park Ave.
Pharr, Texas 78577

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$342,501.00
1	Each	Increase on estimated Parcels and Title Reports		
		Supplemental Agreement No.1		$47,800.00
		Supplemental Agreement No.2		$63,970.00
		AFTER APPROVAL PLEASE SEND TO AUDITORS' OFFICE ATTENTION LUPITA GARZA		
		Previous Account # 9-1202-431-00-122-034-0-711		
		Amount of Increase Request		$111,770.00
		TOTAL AMOUNT		***$454,271.00***

COPY

Account Number: ***9-1339-431-00-122-040-0-711***

Reason: Increase needed to cover the approval of Supplemental Agreement No.1 approved on CCM 05/12/2009 AI-15373 & Request of Supplemental Agreement No. 2 for CCM 05/26/2009 AI-15621

Authorization: _____ May 20, 2009
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2689
Friday, May 22, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024j LJ Drainage Project
Topographic & Parcel Surveys

Project Manager: Luis Nava
Professional Services for the Period: 05/09/2009 to 05/22/2009

Billing Group: 01 *Phased Fixed Fee*

Topographic & Boundary Survey

Contract #: *C-08-381-09-16(WA#10)(PO#620378)*

Billing Fee: $85,500.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Topographic Survey	9,500.00	40.00	3,800.00	3,800.00	0.00
Boundary Survey (Est. 35 Parcels)	59,000.00	79.32	46,800.00	32,400.00	14,400.00
Right-of-Way Map (2.5 Miles)	7,500.00	0.00	0.00	0.00	0.00
Digital Terrain Model & Cross Sections	9,500.00	100.00	9,500.00	9,500.00	0.00
		Total Phases:			***$14,400.00***

INVOICE RECEIVED BY:
Esmeralda Molina ON 5.26.09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 5.22.09

Phase Billing Totals: ***$14,400.00***

Billing Group Subtotal: 14,400.00

Project Totals:

*** ***Total Project Invoice Amount:*** ***$14,400.00***

Ramiro Gutierrez
President

620378
9-1339-431-00-122-038-0-711
REQ. #152232

R. Gutierrez Engineering Corporation

May 22, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: LJ Drainage Topographic & Parcel Surveys – Invoice
ENG08.024j

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed a total of 26 Boundary Survey parcels and have submitted them to Lupe Rodriguez with the Right-of-Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Comm. Palacios
Hidalgo County Pct. 2
301 E. State St
Pharr TX 78577

FROM: Jaime Jaimez Jr.
SUBJECT: LJ Drainage Project
PROJECT NO.: Eng08.032j
DATE: 5/22/09

WE ARE SENDING YOU X ATTACHED __ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

__ BLUEPRINTS
__ CHANGE ORDER
__ BID TABULATION
__ PLANS
__ SAMPLES
__ CONTRACT DOCUMENTS
__ SHOP DRAWINGS
__ PAYMENT REQUEST
__ RECORD DRAWINGS
__ CD
X OTHER: INVOICE
__ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	5/22	Cover Letter
1	5/22	Invoice # 2689

THESE ARE TRANSMITTED AS CHECKED BELOW:

__ FOR BIDS DUE
__ FOR APPROVAL
__ FOR YOUR USE
__ AS REQUESTED
__ FOR REVIEW AND COMMENT
__ APPROVED AS NOTED
__ APPROVED AS SUBMITTED
__ RETURN FOR CORRECTIONS
X FOR FURTHER PROCESSING
__ FOR SIGNATURE
__ FOR YOUR RECORDS
__ FOR YOUR ACKNOWLEDGEMENT
__ RESUBMIT FOR APPORVAL
__ ON LOAN
__ OTHER

COMMENTS:

RECEIVED
MAY 22 2009
Hidalgo

Copy Distribution: file

Received by: X

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2692
Wednesday, June 10, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG07.032L Southfork Drainage Lateral

Project Manager: Luis Nava
Professional Services for the Period: 05/23/2009 to 06/10/2009

Billing Group: 01 *Phased Fixed Fee*

Southfork Drainage Lateral

Contract #: *C-07-358-09-04(WA#12)(PO#613776)*

Billing Fee: $454,272.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Data Collection & Prelim Engineering & Design	178,146.00	100.00	178,146.00	151,161.00	26,985.00
Right-of-Way Map	97,000.00	100.00	97,000.00	87,000.00	10,000.00
Final Design	89,073.00	60.00	53,443.80	45,348.00	8,095.80
Construction Services	89,073.00	0.00	0.00	0.00	0.00
Special Services	980.00	0.00	0.00	0.00	0.00
			Total Phases:		***$45,080.80***

INVOICE RECEIVED BY:
Esmeralda Molina ON 6·17·09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 6·17·09

Phase Billing Totals: ***$45,080.80***

Billing Group Subtotal: 45,080.80

Project Totals:

*** ***Total Project Invoice Amount:*** ***$45,080.80***

613776
9-1339-431-00-122-040-0-711 $10,000.00
9-1339-431-00-122-040-0-733 $35,080.80
Req. #144476

Ramiro Gutierrez
President

R. Gutierrez Engineering Corporation

June 11, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Southfork Drainage Lateral – Invoice
Project No: ENG07.032L

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have obtained all title reports and have completed all parcels required for this project. The completed parcels have been submitted to Lupe Rodriguez with the Right-of-Way Department. We also adjusted the estimated construction cost and the engineering services fee.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachment(s)
cc: Files

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Southfork Drainage Lateral
PROJECT NO.: ENG07.032L
DATE: June 17, 2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	X PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	06/10/2009	Invoice No. 2692
1	06/11/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
JUN 17 2009
Esmeralda

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

AI-16429 **21.C.6.**

Payment Invoice for R. Gutierrez Engineering-New Administation Office Complex

CC REGULAR

Date:	07/14/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation, discussion, consideration, acceptance, and approval of request for payment on the following invoice(s) submitted by R. Gutierrez Engineering Corporation, (#C-08-381-09-16) contracted project engineer, subject to Auditor's review and processing procedures completed and authority for County Treasurer to issue payment/check:

Inv#	Inv Date	Project Name	Amount
2706	06/26/2009	Pct.2 Adm Office Complex	$20,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-431-00-122-021-0-720

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

BUDGETARY IMPACT:

PO#624632 available amount of $7,348.62 as of 07/08/2009 ($3,100.00 breakout portion for this acct.)

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-441-00-122-041-0-720

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

BUDGETARY IMPACT:

PO#624632 available of $18,592.41 as of 07/08/2009 ($6,400.00 & $1,500.00 breakout portion for this acct.)

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-415-15-122-042-0-720

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

BUDGETARY IMPACT:

PO#624632 available amount of $9,210.87 as of 07/08/2009. ($3,800.00 breakout portion for this acct.)

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-412-00-122-043-0-720

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

BUDGETARY IMPACT:

PO#624632 available amount of $12,348.10 as of 07/08/2009 ($5,200.00 breakout portion for this acct.)

Attachments

Link: R. Gutierrez Engineering Inv. #2706

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/09/2009 10:42 AM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 10:47 AM	APRV
3	Roland Garcia	Rolando Garcia	07/10/2009 09:22 AM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Yolanda Cisneros Started On: 07/08/2009 04:38 PM

Final Approval Date: 07/10/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2706
Friday, June 26, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024L Pct. 2 Administrative Offices
Civil Site Plan & Subdivision Plat

Project Manager: Luis Nava
Professional Services for the Period: 04/07/2009 to 06/26/2009

Billing Group: 01 *Phased Fixed Fee*

Civil Site Plan & Subdivision Plat

Contract #: *C-08-381-09-16(WA#12)(PO#624632)*

Billing Fee: $47,500.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Engineering	20,000.00	100.00	20,000.00	0.00	20,000.00
Design Phase	12,000.00	0.00	0.00	0.00	0.00
Construction Phase	8,000.00	0.00	0.00	0.00	0.00
Subdivision Plat	7,500.00	0.00	0.00	0.00	0.00
			Total Phases:		***$20,000.00***

INVOICE RECEIVED BY:
Nan ON 6/30/09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 6/26/09

Phase Billing Totals: ***$20,000.00***

Billing Group Subtotal: 20,000.00

Project Totals:

*** ***Total Project Invoice Amount:*** ***$20,000.00***

Ramiro Gutierrez
President

624632

9-1334-431-00-122-021-0-720	$3,100.00
9-1334-441-00-122-041-0-720	$6,400.00
9-1334-441-00-122-041-0-720	$1,500.00
9-1334-415-00-122-042-0-720	$3,800.00
9-1336-412-00-122-043-0-720	$5,200.00

Req. #157431

R. Gutierrez Engineering Corporation

June 26, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Precinct 2 Administrative Offices Civil Site Plan & Subdivision Plat – Invoice
Project No: ENG08.024L

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We are 100% complete with the preliminary engineering phase of this project. Enclosed is a copy of the preliminary subdivision plat for your review.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachment(s)
cc: Files

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Pct. 2 Admin Offices Civil Site Plan & Subd Plat
PROJECT NO.: ENG08.024L
DATE: June 30, 2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	X PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	06/26/2009	Invoice No. 2706
1	06/26/2009	Cover Letter
1	-	Prelim Subdivision Plat

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

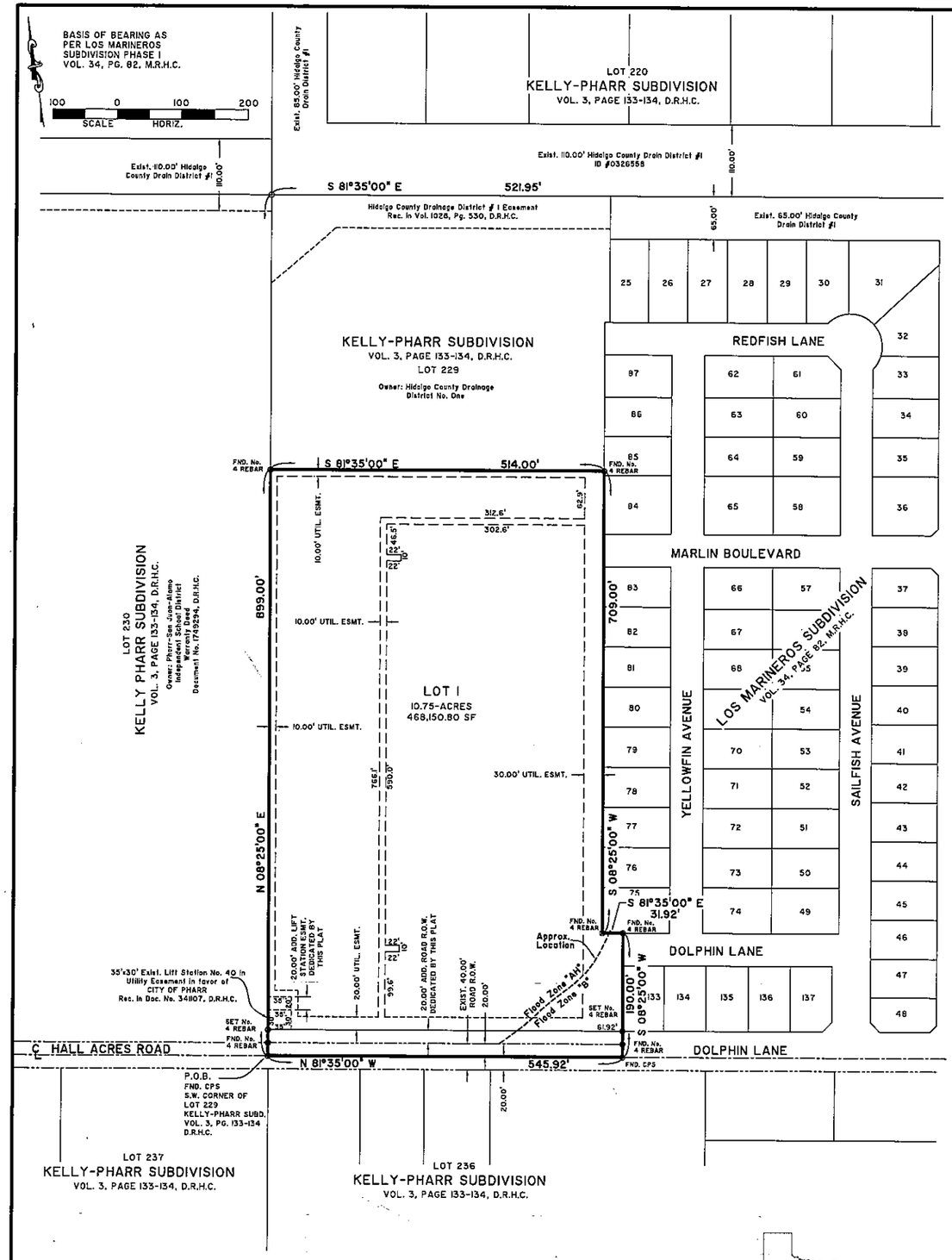
COMMENTS:

RECEIVED
Mary Meave
JUN 30 09
Hidalgo County
PRECINCT #2

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com



NO.	SHEET	REVISION	DATE	APPROVED

SUBDIVISION PLAT
OF

Precinct No. 2 Office Complex Subdivision

AN ADDITION TO THE CITY OF PHARR,
BEING A 10.75-ACRE TRACT OF LAND
OUT OF LOT 229,
KELLY PHARR SUBDIVISION,
HIDALGO COUNTY, TEXAS;
AS PER MAP RECORDED IN
VOLUME 3, PAGE 133, M.R.H.C.

GENERAL NOTES:

1. COMMERCIAL DWELLING
2. MINIMUM FLOOR ELEVATION SHALL BE 24 INCHES ABOVE TOP OF CURB ON SAM HOUSTON. TO INSURE THAT BUILDINGS ARE ABOVE THE 100 YR. FLOOD ELEVATION.
3. THE SUBDIVISION IS IN ZONE "AH" ON A FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO.
4. PROPOSED SETBACKS AS PER CITY ORDINANCE
5. BENCHMARK:
6. A 5 FOOT STANDARD CITY SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG HALL ACRES ROAD AT THE TIME OF BUILDING PERMIT, WITH THE SITE PLAN APPROVAL.
7. A MINIMUM OF _____ DETENTION SHALL BE PROVIDED AS PART OF SITE PLAN APPROVAL PRIOR TO BUILDING PERMIT.
8. SITE PLAN MUST BE APPROVED BY THE CITY PRIOR TO BUILDING PERMIT/CONTRUCTION.
9. NO CONSTRUCTION OF ANY STRUCTURE IS ALLOWED, UNLESS FIRE PROTECTION IS IN PLACE.
10. ADDITIONAL FIRE HYDRANTS, WATER LINE AND BLUE REFLECTORS (@25 EA.) TO BE REQUIRED UPON ISSUANCE OF BUILDING PERMIT.
11. NO DIRT OR SPOIL SHALL BE STORED OR DEPOSITED-EVEN TEMPORARILY-ON A RIGHT OF WAY FOR ANY REASON.
12. ANY DETENTIONS BELOW A DEPTH OF THREE FEET SHALL BE INCLOSED WITH A FENCE.
13. CONSTRUCTION SHALL COMPLY WITH ALL STORM WATER POLLUTION PREVENTION PLAN (SW3P) (TPDES) REQUIREMENT.



LOCATION MAP

PREPARED BY: R. GUTIERREZ ENGINEERING CORP.
130 E. PARK AVE.
PHARR, TEXAS 78577

DATE PREPARED: JUNE 2009
DATE SURVEYED: JUNE 2009

METES AND BOUNDS DESCRIPTION:

BEING A 10.75-ACRE TRACT OF LAND OUT OF LOT 229, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDLAGO COUNTY, TEXAS. SAID 10.75-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 229 AND OF THIS TRACT OF LAND AND THE **POINT OF BEGINNING**;

THENCE, NORTH 08 DEGREES 25 MINUTES 00 SECONDS EAST, WITH THE WEST LINE OF SAID LOT 229, A DISTANCE OF 899.00 FEET TO A No. 4 REBAR FOUND FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND.

THENCE, SOUTH 81 DEGREES 35 MINUTES 00 SECONDS EAST, PARALLEL TO THE SOUTH LINE OF SAID LOT 229, A DISTANCE OF 514.00 FEET TO A No. 4 REBAR FOUND FOR THE WEST LINE OF LOS MARINEROS SUBDIVISION (VOLUME 34, PAGE 82, M.R.H.C.) AND THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 08 DEGREES 25 MINUTES 00 SECOND WEST, WITH THE WEST LINE OF LOS MARINEROS SUBDIVISION, A DISTANCE OF 709.00 FEET TO A No. 4 REBAR FOUND ON THE NORTH RIGHT OF WAY LINE OF DOLPHIN LANE AND FOR AN INTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 81 DEGREES 35 MINUTES 00 SECONDS EAST, WITH THE NORTH RIGHT OF WAY LINE OF DOLPHIN LANE, A DISTANCE OF 31.92 FEET TO A No. 4 REBAR FOUND ON THE NORTH RIGHT OF WAY LINE OF SAID DOLPHIN LANE AND FOR AN EXTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 08 DEGREES 25 MINUTES 00 SECONDS WEST, WITH THE WEST LINE OF LOS MARINEROS SUBDIVISION, A DISTANCE OF 150.00 FEET PAST A No. 4 REBAR SET FOR THE PROPOSED NORTH RIGHT OF WAY LINE OF HALL ACRES ROAD, CONTINUING ON THE SAME BEARING A DISTANCE OF 170.00 FEET PAST A No. 4 REBAR FOUND ON THE EXISTING NORTH RIGHT OF WAY LINE OF HALL ACRES ROAD, CONTINUING FOR A TOTAL DISTANCE OF 190.00 FEET TO A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF SAID LOT 229 AND FOR THE SOUTHWEST CORNER OF LOS MARINEROS SUBDIVISION AND FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 81 DEGREES 35 MINUTES 00 SECONDS WEST, WITH THE SOUTH LINE OF SAID LOT 229, A DISTANCE OF 545.92 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 10.75-ACRES OF LAND MORE OR LESS.

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT #2 ON THIS, THE _____ DAY OF _____ 200__ NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

_____ _____ _____
PRESIDENT - H.C.I.D. No. 2 SECRETARY DATE

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OR THE DISTRICT ADOPTED UNDER TEX. WATER CODE SECTION 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. ONE

APPROVAL BY PLANNING AND ZONING COMMISSION: APPROVED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION, CITY OF PHARR, TEXAS, THIS THE _____ DAY OF _____, 200__ BY THE PLANNING AND ZONNING COMMISSION OF THE CITY OF PHARR, TEXAS.

_____

STATE OF TEXAS
COUNTY OF HIDALGO

I(WE) THE UNDERSIGNED, OWNER(S) OF THE LAND ON THIS PLAT, AND DESIGNATED HEREIN AS (SUDIVISION NAME) SUBSCRIBED HERETO, DOES(DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAIN, EASEMENTS, WATER COURSES AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

_____
OWNERS:

ADDRESS:

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DATE PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ 200__

_____
NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

_____
MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HIDALGO

I, LUIS J. NAVA, P.E., A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

PRELIMINARY-SUBJECT TO REVISIONS
LUIS J. NAVA
LICENSED PROFESSIONAL ENGINEER No. 94121
R. GUTIERREZ ENGINEERING CORP.
130 E. PARK
PHARR, TEXAS 78577

STATE OF TEXAS
COUNTY OF HIDALGO

I, PABLO SOTO, Jr., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUES GOVERNING SURVEYS.

PRELIMINARY-SUBJECT TO REVISIONS
PABLO SOTO Jr.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4541
R.GUTIERREZ ENGINEERING CORP.
130 E. PARK
PHARR, TEXAS 78577

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS WITH ALL THE CITY REQUIREMENTS OF THE CITY.

_____ _____
CITY OF PHARR, CLERK CITY OF PHARR, MAYOR
DATE: _____ DATE: _____

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

JOB No. ENG08.024L

AI-16294 **21.D.1.**

Purchase of (2) Two Used Trench Box Safety Shield for Pct. #s1&3
CC REGULAR

Date:	07/14/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications and draft requirements agreement) as attached hereto for the purchase of two (2) USED Aluminum Trench Safety Boxes for Pct. #1 & Pct. #3.

BACKGROUND

Proposed purchase will provide aluminum trench boxes for safety compliance as per OSHA requirements.
Estimated cost of $15,000 - $20,000 each based on Precint #4 purchase.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-052-0-742
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Available balance as of 7/09/09 is $674,103.74.

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-049-0-742
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Available balance as of 7/09/09 is $1,384,865.00.

Attachments

Link: 09-230

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2009 04:39 PM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 05:00 PM	APRV
3	Perla Lopez	Perla Lopez	07/10/2009 08:46 AM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Oscar Garza Started On: 07/01/2009 09:45 AM

Final Approval Date: 07/10/2009

MEMORANDUM

To: David Henry
Precinct No. 3, Drainage Director
via fax: 585-2375
via: norma.ceballos@co.hidalgo.tx.us

From: Oscar Garza, Procurement Specialist

Date: **May 14, 2009**

Re: Bid No. 2009-230-OGG-Approval of specifications for **" Used 8x24x8" Trench Box Safety Sheild"**

Please review the following **Quotes** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 9-1539-451-00-195-019-6890

David Henry DAVID HENRY 5-15-09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or e-mail: oscarg.garza@co.hidalgo.tx.us by no later than Friday May 15, 2009 at 10:30 AM.

Enclosures

MEMORANDUM

To: P.R. Avila
Precinct No. 1, Drainage Director
via fax: 585-2375
via: norma.ceballos@co.hidalgo.tx.us
CC: Noe Montez,Budget Manager
via: noe.montez@co.hidalgo.tx.us
From: Oscar Garza, Procurement Specialist

Date: May 14, 2009

Re: Bid No. 2009-230-OGG-Approval of specifications for **"Used 8x24x8" Trench Box Safety Shield"**

Please review the following **Quotes** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 9-1339-431-00-121-052-0-742

N. Montez Noe Montez 3/16/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or e-mail: oscarg.garza@co.hidalgo.tx.us by no later than Friday May 15, 2009 at 10:30 AM.

Enclosures

DATE: JULY 1, 2009

RE: ALUMINUM TRENCH BOX SPECIFICATIONS

TWO (2) USED TRENCH BOXES:

SHIELD SIZE MUST BE ALUMINUM AND MUST BE (8X24X8") - ALUMINUM TRENCH BOX

ADDITIONAL EQUIPMENT MUST INCLUDE:

48" SPREADER; WITH STACKING PINS & PIN CLIPS;

AI-16396 **21.E.1.**

Authorization to Advertise - Preventative Maintenance Agreement for Two (2) Volvo Scrapers Model T450D Drainage Imp. Projects in Pct. #4

CC REGULAR

Date:	07/14/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

Requesting authorization to advertise for bids and approval of procurement packet (i.e. legal notice, specifications and draft requirements agreement) for Preventative Maintenance for (2) Two Volvo Scrapers Model T450D currently purchased for Pct. #4 Drainage Improvement Projects. (Project #09-243)

BACKGROUND

Approval of proposed request will allow advertisement for interested vendors to provide Hidalgo County Precinct #4 with a preventative maintenance agreement for a period of one year for recently purchase of 2 Volvo Model T450D Scrapers which will include but not limited to changing of filters, oil fluids, air filters at 250 Hour intervals.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-432

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Available balance as of 7-10-09 $37,624.41

Attachments

Link: 09-243

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2009 02:40 PM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 04:18 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/10/2009 01:12 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Oscar Garza — Started On: 07/08/2009 11:36 AM

Final Approval Date: 07/10/2009

EXHIBIT "A"

PREVENTATIVE MAINTENANCE SCHEDULE

VOLVO MODEL #T450D SCRAPER

Terms & Conditions: Work consists of changing of filters and oil fluids, at 250 Hour Intervals to include but not limited to oil samples to be sent for analysis. Vendor will travel to jobsite will perform all work on-site within Hidalgo County boundaries. BID IS FOR A ONE (1) YEAR PREVENTATIVE MAINTENANCE AGREEMENT FOR (2) TWO VOLVO MODEL T-450D SCRAPERS SERIAL # 17030 & 17016.

LEVEL- I 250 Hrs	LEVEL -II 500 Hrs	LEVEL -III 1000 Hrs	LEVEL -IV 2000 Hrs
Change Oil	Repeat Level- I	Repeat Level- I & II	Repeat Levels I, II & III
Change Engine Filters	Drain Water/Sed Fuel Tank	Check Play in Bearings and Pivot Pins, Steering Cyl Attachments	Change Hydraulic Oil
Lube Chassis	Check Brake Disc., Wear	Check Brake Lining, Parking Brake	Replace Hydraulic Filter & Breather
Check Oil Level, Frame Joint Bearings	Check Air Pressure and Wear on Tires	Change Coolant Filter	Replace Return Oil Filter Cooling Fan
Fluid Top-Off (Limited)	Check condenser	Change HYD Breather	Change Drive Axle Oil & Breather
Drain Water/Sed Fuel Tank	Check Steering Joint Bearings	Change HYD Filter	Change Drop Box Oil & Breather Filter
Change Fuel Filters	Check Antifreeze Coolant	Replace Breather Filter, Brake Cooling Oil Tank	Check And Adjust Valves Clearance
Replace Outer Air Filters	Replace Cab Filters	Change Transmission Oil	Replace Air Drier Filter Cartridge Brake
Replace Inner Air Filters	Oil Samples	Change Trans Filter & Breather Filter	Change Oil, Frame Joint Bearing
Clean Cab Filters		Change Fuel Tank Breather	Check Frame Joint Bearing
Oil Samples		Replace Return Oil Filter Brake Cooling	Oil Samples
		Change Brake Cooling Oil	
		Oil Samples	

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-00-00-00-00

THIS CONTRACT is made and entered into this____day of_____, **200** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____, a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **A**_____@ of _____ (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company;

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

DRAFT

Specifications within **Hidalgo County** following a request for Services by the **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ and ending on_____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

DRAFT

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 _____
_____
_____
_____

DRAFT

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 200___.

Approved by Commissioners= Court on, _____day of _____, 200___.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

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

By:_____

DRAFT

DRAFT

AI-16428 **21.F.1.**

Change Order No. 1 Dimas No. 1 Subd. Pct. No. 1

CC REGULAR

Date:	07/14/2009
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

Approval of Change Order #1 with contractor Valley Paving, Inc. for Dimas 1 Subd., Pct. No. 1 reflecting a net decrease in the amount of $8,039.05 because residents installed concrete driveways after survey was completed that permitted less quantities of material as reflected through documentation by project engineer, TEDSI Infrastructure Group-CAP-08-033-03-31

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-121-865-1-731/733

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

BUDGETARY IMPACT:

P.O.# 621821 for Valley Paving, Inc.

Obj. 733-Amount available as of 7-9-09 $9,335.05
Obj. 731-Amount available as of 7-9-09 $18,430.55

If Change Order gets approved by CC the contract price will decrease to $50,191.25.

Attachments

Link: Change Order No. 1 Dimas No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	07/08/2009 05:00 PM	APRV
2	Purchasing Department	Marty Salazar	07/09/2009 10:37 AM	APRV
3	Budget & Management	Erika Zamora	07/09/2009 10:46 AM	APRV
4	Ivan Cantu	Ivan Cantu	07/09/2009 02:52 PM	APRV
5	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Marcie Jackson Started On: 07/08/2009 04:33 PM

Final Approval Date: 07/10/2009

CHANGE ORDER #1

PROJECT: "ROAD & DRAINAGE CONSTRUCTION FOR DIMAS 1 SUBDIVISION"

DATE OF ISSUANCE: _____ **EFFECTIVE DATE:** _____

OWNER: HIDALGO COUNTY PRECINCT No. 1
OWNER's Contract No.: CAP-08-033-03-31

CONTRACTOR: VALLEY PAVING, INC **ENGINEER:** TEDSI INFRASTRUCTURE GROUP

You are directed to make the following changes in the Contract Documents.

Description:
1. Reduced quantities for Items 530 and 556
2.
3.
4.
5.
6.

Reason for Change Order:
1. Residents installed concrete driveways after survey was completed. Concrete driveways remained in place thus a reduction in quantities.
2.
3.
4.
5.
6

Attachments: Change Order No 1 Tabulation, Dimas 1 Subdivision Schedule

Change In Contract Price:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 58,230.30	Original Contract Time for Substantial Completion: 120 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net change from previous Change Orders $ 0.00 calendar days
Contract Price prior to this Change Order $ 58,230.30	Contract Time prior to this Change Order Substantial Completion: 120 calendar days or dates
Net Increase (decrease) of this Change Order $ (8,039.05)	Net Increase (decrease) of this Change Order calendar days
Contract Price with all approved Change Orders $ 50,191.25 — Net % increase (decrease) from original contract price: (13.81) %	Contract Time with all approved Change Orders Substantial Completion: 120 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 07/02/2009

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 07/02/09

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 1
DIMAS 1 SUBDIVISION
BID NUMBER: CAP-08-033-03-31

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
	(905) ROADWAY								
100	8.89		STA	PREP R.O.W.	$100.00		$889.00	$0.00	$889.00
134	8.89		STA	Backfill (TY B)	$100.00		$889.00	$0.00	$889.00
247	461		CY	FL BS (Rdwy Del)(TY D, GR 6, CL 4)	$39.70		$18,301.70	$0.00	$18,301.70
310	494		GAL	ASPH MATRL (MC-30)	$4.25		$2,099.50	$0.00	$2,099.50
340	203		TON	ASPH Concrete (TY D)	$73.90		$15,001.70	$0.00	$15,001.70
500	1		LS	Mobilization	$1,975.00		$1,975.00	$0.00	$1,975.00
502	1		MO	Barricades, Signs and Traffic Handling	$250.00		$250.00	$0.00	$250.00
530	107		SY	Turnouts (ASPH-CONC-PAV)(PBS-2)	$12.05		$1,289.35	$0.00	$1,289.35
2500	2766		SY	EN-1 TREATED FLEX BASE	$0.50		$1,383.00	$0.00	$1,383.00
2500	15		GAL	EN-1 ROADBOND	$92.20		$1,383.00	$0.00	$1,383.00
5249	40		LF	Temporary Sediment Control Fence	$1.85		$74.00	$0.00	$74.00
5249	40		LF	Temporary Sediment Control Fence (Remove)	$1.00		$40.00	$0.00	$40.00
					Total Roadway :		**$43,575.25**	**$0.00**	**$43,575.25**
	(906) DRAINAGE								
530	171	-171	SY	Driveways (CONC.)(4")	$35.55		$6,079.05	-$6,079.05	$0.00
530	296		SY	Driveways (ASPH-CONC-PAV)(PB-1)	$11.00		$3,256.00	$0.00	$3,256.00
556	380	-140	LF	15" Corrugated ADS Pipe	$14.00		$5,320.00	-$1,960.00	$3,360.00
					Total Drainage :		**$14,655.05**	**-$8,039.05**	**$6,616.00**
					TOTAL BASE AMOUNTS:		**$58,230.30**	**-$8,039.05**	**$50,191.25**

AI-16360 **21.G.1.**

Approval of Final Construction Contract-Citriana Village Subdivision
CC REGULAR

Date: 07/14/2009
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Agapito Vargas
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Approval of final construction contract (awarded by CC on 05-19-09) for C-CAP-09-183-05-19 Road & Drainage Construction for Citriana Village Subdivision between Hidalgo County and Closner Construction, LLC in the amount of $322,888.69.

BACKGROUND

Only two (2) pages of the contract booklet (which includes contract number, vendor name, and awarded amount) are provided as supporting documentation inasmuch as contract booklet is lengthy and is too large to attach. Auditor receives an original executed contract booklet and in addition, booklet is scanned. Project engineer: Cruz-Hogan Consultants

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up, due to entire contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract.

Project Engineer: Cruz-Hogan Consultants, Inc.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-122-154-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
available balance of $237,618.23 as of 7/9/09.

Attachments

Link: citriana contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2009 05:04 PM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 08:12 AM	APRV
3	Roland Garcia	Rolando Garcia	07/09/2009 03:01 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Yvette Islas

Started On: 07/07/2009 09:21 AM

Final Approval Date: 07/10/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-2009-183-05-19

This Agreement, entered into this 19TH day of May, 2009 by and between Hidalgo County (hereinafter called the "OWNER," and, Closner Construction CO. LC (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

ROAD AND DRAINAGE CONSTRUCTION FOR CITRIANA VILLAGE SUBDIVISION

Hereinafter called the project, for the sum of three-hundred twenty-two thousand eight hundred eighty-eight Dollars and sixty-nine Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by CRUZ-HOGAN Consultants, Inc., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 120 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISIONERS COURT ON, _____, 2009.

CONTRACTOR: _____
Print Name & Title: Jaime Closner, President
Name of Firm: Closner Construction CO. LC

Address: 2809 West Expressway 83
La Feria, Texas 78559
Fed I.D. #/SS #: 74-2917386

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 25th day of June, 2009, by Jaime Closner-President Of and on behalf of Closner Construction CO. LC
(Title) (A corporation)

_____
Notary Public-Signature

Anel Rodriguez
Notary Public
STATE OF TEXAS
My Comm Exp. Nov. 10, 2010

APPROVED AS TO FORM:
Atlas + Hall, LLP
BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas III, County Judge

AI-16394 **21.H.1.**

Award of Bid - Drug Testing Services Contract

CC REGULAR

Date:	07/14/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

a. Pursuant to Hidalgo County Procurement Packet Legal Notices and in the best interest of Hidalgo County, requesting waiver of technicalilty in connection with vendor (NTC) ommission of Addendum #1 in bid response (with supporting documentation of confirmation of receipt);

b. Recommending award of bid and approval of contract document to the lowest bidder meeting all specifications/requirements, terms and conditions as attached hereto for Sheriff's Office-Drug Test Collection Services project #2009-160-06-03-MEG.

BACKGROUND

On an "As Needed Basis" New contract from August 22, 2009 to August 21, 2011.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-339

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

BUDGETARY IMPACT:

Available balance as of 7-10-09 $96,243.00.

Attachments

Link: contract document

Link: scanned tabulation

Link: Letter of Recommendation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/08/2009 02:37 PM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 04:11 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/10/2009 01:43 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Marty Salazar Started On: 07/08/2009 11:11 AM

Final Approval Date: 07/10/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-160-07-14

THIS CONTRACT is made and entered into this **14th** day of **July, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **NTC Drug Testing Services, Inc.** d/b/a **Nurses, Technicians and Collectors, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Drug Testing Collection Services" (on an as needed basis)** (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 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 **August 22, 2009** and expiring on **August 21, 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 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:	NTC Drug Testing Services, Inc. d/b/a Nurses, Technicians and Collectors 4132 North 23rd/P.O. Box 2883 McAllen, Texas 78501-78502

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. 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.

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:
NTC Drug Testing Services, Inc. d/b/a **Nurses, Technicians and Collectors, Inc.**

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

May 18, 2009

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
REQUEST FOR BIDS - "DRUG TEST COLLECTION SERVICES"
BID NO: 2009-160-06-03-MEG

Dear Gentlemen:

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/meg

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
"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-MEG

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" Bid Specifications, consisting of 9 pages.
4. Exhibit "B" Bid Page, consisting of 3 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 2 pages.
   (Must be submitted with bid)
7. Vendor/Bidders Application and W-9 Form, consisting of 6 pages.
   (Must be submitted with bid)
8. Draft Service Contract, consisting of 8 pages.
9. Certification Regarding Debarment 1 page.
   (Must be submitted with bid)

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

May 18, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

HIDALGO COUNTY SHERIFF'S OFFICE

"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-MEG

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE –"DRUG TEST COLLECTION SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-160-06-03-MEG -HIDALGO COUNTY SHERIFF'S OFFICE –"DRUG TEST COLLECTION SERVICES"** 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, JUNE 3, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

. No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

. Invoices must include:
   a) Name and address of successful bidder
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation –**HIDALGO COUNTY SHERIFF'S OFFICE-"DRUG TEST**

COLLECTION SERVICES" 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 Road
Edinburg, TX 78542
ATTN.: Sheriff Guadalupe "Lupe" Trevino
(956) 383-8114

17. **Schedule of Events**

Bid Opening, 9:30 AM	**June 3, 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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably

acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
BID NO.: 2009-160-06-03-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy 281-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 thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

This page must be attached in the packet

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE

"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-MEG

EXHIBIT "A"
HIDALGO COUNTY SHERRIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No. 2009-160-06-03-MEG

BID SPECIFICATIONS

HIDALGO COUNTY SHERIFF'S OFFICE (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug test collections for County employees on an as needed basis.

SCOPE OF SERVICES:

1. Contractor shall have ability to conduct a Drug and Alcohol Test Collection Program as required by local, state and federal laws and regulations.

2. Contractor shall perform collection of urine/blood samples by certified staff, in accordance with U.S. Department of Transportation (DOT) Standards and/or Hidalgo County Sheriff's Office policy and protocol for post-offer pre-employment and random drug tests as required.

3. Additional services include a certified Substance Abuse Professional, Breath Alcohol Technician and Medical Review Officer (M.R.O.).

4. Conduct post-offer pre-employment drug testing on all applicants, or post-employment transfer, promotion and or reassignment to safety-sensitive position.

5. Conduct testing when the department Head/Elected Official or personnel designated by the Department Head have reason to believe that an Employee on County property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of the Hidalgo County Sheriff's Office Drug and Alcohol policy.

6. Conduct testing when an Employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said Employee or other person.

7. Conduct testing when an employee returns to active employment after a leave of absence of forty-five days or more.

8. Conducts testing following an on-the-job injury requiring treatment from a physician or following a serious or potentially serious accident or incident, including near misses, in which: safety precautions were violated; unsafe instructions or orders were given; vehicle/equipment/property was damaged; or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances.

9. Service provider shall conduct random, unannounced drug and alcohol testing on employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position Note: The random rate for testing is subject to change based on the DOT standards.

10. Provide drug and alcohol testing services with licensed and certified personnel and laboratories as required by Local, State and Federal Law including, but not limited to, Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) and National Certified Addiction Counselor II (NCACII) as required by DOT. Copies of certifications should be submitted with bid response.

11. Conduct annual training for designated County employees on the Drug Free Workplace Act.

12. The service provider will insure proper and documented chain of custody during and after sample collection and testing.

13. RANDOM DRUG AND ALCOHOL TESTING – The County will require approximately 25% random drug and alcohol testing for employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position to be performed on a semiannual and/or an as needed basis. Safety sensitive positions are located in various areas of the Sheriff's Office.

14. The contractor must provide a description of the work plan and the methods to be used that will demonstrate what the contractor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The Contractor shall specify the test procedures that will utilized. The contractor must also include a plan for performing random testing at multiple locations simultaneously.

15. Positive results must be hand-delivered in a sealed confidential envelope to The Law Enforcement Center, 711 El Cibolo Road, Edinburg, TX 78542 to the attention of Captain Andy Guzman, Hidalgo County Sheriff's Office Public Integrity Unit. Negative results will be mailed or hand delivered in a sealed confidential envelope to same address.

16. Test results will not be divulged in any form to anyone other than to those designated authorized Sheriff's Office representatives.

17. Statistical reports of test results may be requested from the contractor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated Sheriff's Office representative.

18. Alcohol screening tests that conclude in a positive result may be confirmed with a second screening 15 to 30 minutes from the time of the first positive test.

19. Contractor must possess capability for collection of urine/blood samples as needed and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations

20. **QUALIFICATIONS OF THE CONTRACTOR** – Must remain current on testing and medical standards for all services to be performed as a result of this contract.

21. **INDEMNIFICATION** – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.

22. **BID PRICE** must include: 1) a per hour fee where hours must be certified by assigned County Sheriff's Office representative at the time services are rendered, 2) individual test charges (fees) for Panel 10, and test charge (fees) for the following, Rohypnol, Alcohol and Ecstasy. Bid price must indicate fees for urine, hair and blood test for all of the above tests, and 3) bid price will also should include price per session including all materials for Reasonable Suspicion Training, Drug Free Workplace Act and any other Drug testing related requested training.

23. **BID AWARD** – 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.

24. **CONTRACT TERM** –

- The term of the contract will be for a two (2) year period. The County reserves the option to extend the contract for two (2) additional one (1) year terms under agreement with the same terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.
- Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
- The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
- Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.
- 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.
- Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).
- 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.

25. **REFERENCES** - Submit a minimum of five (5) references that include, company names, addresses, contact persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.

26. **TESTING SITE**– Contracted vendor should be able to conduct on site and/or off site testing as requested by the Hidalgo County Sheriff's Office. Contractor may be required to provide appropriately private facilities to conduct testing, including a locked, secured box, etc. for private articles where applicable.

SPECIAL INSTRUCTIONS TO BIDDERS:

1. RIGHT TO AUDIT: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Hidalgo County Sheriff's Office to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

   For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

   The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

   If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County, the actual cost of the County's audit shall be paid by Contractor.

2. Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

3. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents,

papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, 27th, MAY, 2009 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. 29th, MAY 2009.

EXHIBIT "A"

HIDALGO COUNTY SHERRIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No. 2009-160-06-03-MEG

1. PER HOUR FEES (LABOR):

BUSINESS HOURS	FROM	TO	FEES
REGULAR			
PREMIUM			

2. TEST CHARGES:

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Panel 10 (individual)					
Cannabis	Urine				
	Hair				
	Blood				
Cocaine	Urine				
	Hair				
	Blood				
Amphetamines	Urine				
	Hair				
	Blood				
Morphine	Urine				
	Hair				
	Blood				
Methamphetamines	Urine				
	Hair				
	Blood				
Phencyclidine	Urine				
	Hair				
	Blood				
Benzodiazepines	Urine				
	Hair				
	Blood				
Barbiturates	Urine				
	Hair				
	Blood				
Methadone	Urine				
	Hair				
	Blood				
Tricyclic Antidepressants	Urine				
	Hair				
	Blood				

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Rohypnol	Urine				
	Hair				
	Blood				
Alcohol	Urine				
	Hair				
	Blood				
Ecstasy	Urine				
	Hair				
	Blood				
COMPLETE TEST COST (Includes all of the above)	Urine				
	Hair				
	Blood				

3. TRAINING FEES: Training price per session

a	Reasonable Suspicion Training	
b	Drug Free Workplace Act	
c	Other Drug Testing Related	

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE

"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-MEG

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No. 2009-160-06-03-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification

1. PER HOUR FEES (LABOR):

BUSINESS HOURS	FROM	TO	FEES
REGULAR			
PREMIUM			

2. TEST CHARGES:

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Panel 10 (individual)					
Cannabis	Urine				
	Hair				
	Blood				
Cocaine	Urine				
	Hair				
	Blood				
Amphetamines	Urine				
	Hair				
	Blood				
Morphine	Urine				
	Hair				
	Blood				
Methamphetamines	Urine				
	Hair				
	Blood				
Phencyclidine	Urine				
	Hair				
	Blood				
Benzodiazepines	Urine				
	Hair				
	Blood				
Barbiturates	Urine				
	Hair				
	Blood				
Methadone	Urine				
	Hair				
	Blood				
Tricyclic Antidepressants	Urine				
	Hair				
	Blood				

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Rohypnol	Urine				
	Hair				
	Blood				
Alcohol	Urine				
	Hair				
	Blood				
Ecstasy	Urine				
	Hair				
	Blood				
COMPLETE TEST COST (Includes all of the above)	Urine				
	Hair				
	Blood				

3. TRAINING FEES: Training price per session		
a	Reasonable Suspicion Training	$
b	Drug Free Workplace Act	$
c	Other Drug Testing Related	$

COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

FAX NUMBER:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EMAIL:_____

DATE:_____

EXHIBIT "C"

HIDALGO COUNTY SHERIFF'S OFFICE

"DRUG TESTCOLLECTION SERVICES"
Bid No: 2009-160-06-03-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.

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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	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	$
					F. DAMAGE (Any one fire)	$
					M.D. (Any one person)	$
					PE. & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE UNIT (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				EACH OCCURRENCE	$
					AGGREGATE	$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED, INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. 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"

(Must be submitted with bid)

CIQ FORM

HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-MEG

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

BIDDER/VENDOR APPLICATION AND W-9

(Must be submitted with bid)

HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-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 Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

❒ Less than 125,000 annual gross receipt	❒ Black American	❒ Native American
❒ Less than 250,000 annual gross receipt	❒ Hispanic American	❒ Women
❒ Less than 499,000 annual gross receipt	❒ Asian Pacific American	❒ Other
❒ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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.

DEBARMENT

(Must be submitted with bid)

HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-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 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.

This page must be attached to the packet.

EXHIBIT "A"

HIDALGO COUNTY SHERRIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No. 2009-160-06-03-MEG

1. PER HOUR FEES (LABOR):

BUSINESS HOURS	FROM	TO	FEES
REGULAR	8:00 A.M.	5:00 P.M.	24 Hr. Service
PREMIUM	Business Hrs. 8-5		On-site Testing

2. TEST CHARGES:

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Panel 10 (individual)				24-48 Hr.	48-72 Hrs.
Cannabis	Urine				
	Hair				
	Blood				
Cocaine	Urine				
	Hair				
	Blood				
Amphetamines	Urine				
	Hair				
	Blood				
Morphine	Urine				
	Hair				
	Blood				
Methamphetamines	Urine				
	Hair				
	Blood				
Phencyclidine	Urine				
	Hair				
	Blood				
Benzodiazepines	Urine				
	Hair				
	Blood				
Barbiturates	Urine				
	Hair				
	Blood				
Methadone	Urine				
	Hair				
	Blood				
Tricyclic Antidepressants	Urine				
	Hair				
	Blood				

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Rohypnol	Urine			3-5 days	
	Hair				
	Blood				
Alcohol	Urine			3 Minutes	
	Hair				
	Blood				
Ecstasy	Urine			3-5 days	
	Hair				
	Blood				
COMPLETE TEST COST (Includes all of the above)	Urine				
	Hair				
	~~Blood~~	NO BLOOD IS ALLOWED FOR FEDERAL TESTING.			

N.T.C. Adheres to all D.O.T./F.T.A. Federal Standards
No Blood is required or allowed. Citations given for blood testing.

3. TRAINING FEES: Training price per session

a	Reasonable Suspicion Training	90.00 per hour
b	Drug Free Workplace Act	90.00 per hour
c	Other Drug Testing Related	90.00 per hour

Other: "Rick The Red Ribbon" character
Please see attachments on this.

OPENED
9:58am
6-17-09

Witnessed

EXHIBIT "B"
VENDOR'S BID

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
BID NO.: 2009-160-06-03-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy 281-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 thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: N.T.C. Drug Testing Services, Inc.
Address: 4132 North 23, McAllen (Valleywide locations)
By: Susan Sanchez /
Printed Name: Susan Sanchez – Abraham Peña
Title: DIRECTOR – Asst. Director

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No. 2009-160-06-03-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification

1. PER HOUR FEES (LABOR):

BUSINESS HOURS 8-5	FROM	TO	FEES
REGULAR	24 Hr. Service Availability		-0-
PREMIUM	8-5 Business Hours		-0-

2. TEST CHARGES:

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Panel 10 (individual)					
Cannabis	Urine			1-2 days	3-5 days
	Hair				
	Blood				
Cocaine	Urine				
	Hair				
	Blood				
Amphetamines	Urine				
	Hair				
	Blood				
Morphine	Urine				
	Hair				
	Blood				
Methamphetamines	Urine				
	Hair				
	Blood				
Phencyclidine	Urine				
	Hair				
	Blood				
Benzodiazepines	Urine				
	Hair				
	Blood				
Barbiturates	Urine				
	Hair				
	Blood				
Methadone	Urine				
	Hair				
	Blood				
Tricyclic Antidepressants	Urine				
	Hair				
	Blood				

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Rohypnol	Urine			3-5 days	
	Hair				
	Blood				
Alcohol	Urine			Few Minutes (3 min.)	
	Hair				
	Blood				
Ecstasy	Urine			3-5 days	
	Hair				
	Blood				
COMPLETE TEST COST (Includes all of the above)	Urine	36.00			
	Hair	300.00			
	Blood	NO BLOOD IS USED FOR TESTING. IN FEDERAL TESTS,			

IMPORTANT: Business Receive CITATIONS FOR USING BLOOD.

ALCOHOL: $26.00

3. TRAINING FEES: Training price per session		
a	Reasonable Suspicion Training	$ 90.00 pr. hr.
b	Drug Free Workplace Act	$ 90.00 pr. hr.
c	Other Drug Testing Related	$ 90.00 pr. hr.

COMPANY NAME: N.T.C. Drug & Alcohol Testing Services, Inc.

ADDRESS: 4132 N. 23rd, Edinburg Location 409 Mahl Street.

CITY/STATE/ZIP CODE: McAllen, Edinburg, La Joya, Weslaco, Harlingen

PHONE NUMBER: (956) 682-7090 24 Hr. Line

FAX NUMBER: (956) 682-4252

CELLULAR NUMBER: (956) 655-2067

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: SUSAN SANCHEZ

TITLE: DIRECTOR

EMAIL: NTC DRUGTESTING [redacted] @ YAHOO.COM

DATE: 05/19/09

OPENED
9:58 am
6-17-09

Witnessed

[signature]

EXHIBIT "C"
INSURANCE REQUIREMENTS

Policy Number: CLS1319904 Date Entered: 6/25/2009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2009

PRODUCER	Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572 Phone (956)581-9838 Fax (956)519-1524
INSURED	NTC DRUG TESTING SERVICES INC. DBA NURSES TECHNICAN AND COLLECTORS PO BOX 2083 MCALLEN, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A SCOTTSDALE INSURANCE COMPANY	
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		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC	CLS1426162	11/14/2008	11/14/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $EXCLUDED $2,000,000 $EXCLUDED
		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	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY 2802 S BUSINESS HWY 281 EDINBURG, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 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 25 (2009/01)

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/09

PRODUCER
ARCHIE ACEVEDO INSURANCE AGENCY
5717 N 10TH ST # A
MCALLEN, TEXAS 78504

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
NTC DRUG TESTING
4132 NORTH 23RD ST
MCALLEN, TEXAS 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ALLSTATE INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS	048835602	09/27/2008	09/27/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 300,000 $ 500,000 $ 50,000
C		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
D		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
F		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

NTC DRUG TESTING

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S BUS HWY 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/25/2009

PRODUCER

COMBINED GROUP INSURANCESERVICES INC
2304 TARPLEY ROAD, SUITE 124
CARROLLTON, TX 75006
(888) 237-9948
XY483 70D

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

NTC DRUG TESTING SERVICES, INC
DBA NURSES TECHNICIAN & COLLEC
P O BOX 2883
MCALLEN, TX 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: THE TRAVELERS INDEMNITY COMPANY	
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					
		☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ CLAIMS MADE ☐ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						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					
		☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ 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	UB-7708C685-08	09/18/2008	09/18/2009	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					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

IN THE EVENT OF NON-PAYMENT OF PREMIUM, ONLY TEN(10) DAYS NOTICE OF CANCELLATION SHALL BE GIVEN.

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S. BUSINESS HIGHWAY 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

Client#: 660265 63NURSETEC

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/25/2009

PRODUCER
BB&T Insurance
110 Dixie Street
Carrollton, GA 30117
770 214-1991

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
NTC Drug Testing Services Inc dba
Nurses Technicians & Collectors
PO Box 2883
McAllen, TX 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Markel Ins (Stringer Ware)	38970
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 ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional	3CD33014422	11/09/08	11/09/09	Each Claim $1,000,000 Aggregate $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Professional Liability-Testing Services; Claims Made; Retro Date: 11/09/06; Deductible: $2,500

CERTIFICATE HOLDER

Hidalgo County
2802 South 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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
By V

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TABULATION SHEET ----HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
BID NO: 2009-160-06-03-MEG

1. PER HOUR FEES (LABOR):

PARTICIPATING VENDORS	NTC	MEDQUICK	THE CENTER OF INDUSTRIAL REHAB SERVICES	COMPREHENSIVE DRUG
ADDENDUM	✖	✔	✖	✔
FEES;	0.00	Reg. hrs. 8:00-5:00 pm dot 38.00 non-dot:32.50 after hrs 5:00-8:00 am dot 48.00 non-dot 42.50	8:00-5:00 0.00 5:01-7.59 M-F $30.00 SAT & SUN $30.00	75.00 Per hr. (C=clinic, M=mobile, AHM=after hrs mobile)
BUS HOURS: REGULAR	24 Hr. Service	8:00-5:00 P.M.	M-F 8:00-5:00	8:00-5:00 P.M.
PREMIUM		5:00-8:00 A.M.	M-F 5:01-7.59	5:00-8:00 A.M.

2. TEST CHARGES:

Specific Test Panel 10 (individual)		NTC Level Assessed (confirmation threshold)	NTC Zero Level (screening threshold)	NTC Turnaround time for results NEG	NTC Turnaround time for results NON-NEG	MEDQUICK Level Assessed (confirmation threshold)	MEDQUICK Zero Level (screening threshold)	MEDQUICK Turnaround time for results NEG	MEDQUICK Turnaround time for results NON-NEG	THE CENTER OF INDUSTRIAL REHAB SERVICES Level Assessed (confirmation threshold)	THE CENTER OF INDUSTRIAL REHAB SERVICES Zero Level (screening threshold)	THE CENTER OF INDUSTRIAL REHAB SERVICES Turnaround time for results NEG	THE CENTER OF INDUSTRIAL REHAB SERVICES Turnaround time for results NON-NEG	COMPREHENSIVE DRUG Level Assessed (confirmation threshold)	COMPREHENSIVE DRUG Zero Level (screening threshold)	COMPREHENSIVE DRUG Turnaround time for results NEG	COMPREHENSIVE DRUG Turnaround time for results NON-NEG
Cannabis	Urine	35.00 non-dot	35.00 non-dot	1-2 days	3-5 days	non-dot $32.50 dot $38.00		1 day	2-3 days	N-B	20.00	1 day	2 days	$56.00c, $149.00ahm	$74.00m	6-24 hrs	2-3 days
	Hair			1-2 days	3-5 days			1 day	2-3 days	N-B	50.00	3 days	5 days			6-24 hrs	2-3 days
	Blood			1-2 days	3-5 days			2-3 days	2-3 days	N-B	130.00	3 days	3 days	$154.00c $247.00ahm	$172.00m	6-24 hrs	2-3 days
Cocaine	Urine	35.00n/d	35.00 n/d	1-2 days	3-5 days	non-dot $32.50 dot $38.00		1 day	2-3 days	N-B	20.00	1 day	2 days			6-24 hrs	2-3 days
	Hair			1-2 days	3-5 days			1 day	2-3 days	N-B	50.00	3 days	5 days			6-24 hrs	2-3 days
	Blood			1-2 days	3-5 days			2-3 days	2-3 days	N-B	110.00	3 days	3 days			6-24 hrs	2-3 days
Amphetamines	Urine	35.00 n/d	35.00 n/d	1-2 days	3-5 days	non-dot $32.50 dot $38.00		1 day	2-3 days	N-B	20.00	1 day	2 days			6-24 hrs	2-3 days
	Hair			1-2 days	3-5 days			1 day	2-3 days	N-B	50.00	3 days	5 days			6-24 hrs	2-3 days
	Blood			1-2 days	3-5 days			2-3 days	2-3 days	N-B	110.00	3 days	3 days			6-24 hrs	2-3 days
Morphine	Urine			1-2 days	3-5 days	non-dot $32.50 dot $38.00		1 day	2-3 days	N-B	20.00	1 day	2 days			6-24 hrs	2-3 days
	Hair			1-2 days	3-5 days			1 day	2-3 days	N-B	50.00	3 days	5 days			6-24 hrs	2-3 days
	Blood			1-2 days	3-5 days			2-3 days	2-3 days	N-B	239.00	3 days	3 days			6-24 hrs	2-3 days
Methamphetamines	Urine	35.00 n/d	35.00 n/d	1-2 days	3-5 days	non-dot $32.50 dot $38.00		1 day	2-3 days	N-B	20.00	1 day	2 days			6-24 hrs	2-3 days
	Hair			1-2 days	3-5 days			1 day	2-3 days	N-B	50.00	3 days	5 days			6-24 hrs	2-3 days
	Blood			1-2 days	3-5 days			2-3 days	2-3 days	N-B	122.00	3 days	3 days			6-24 hrs	2-3 days
Phencyclidine	Urine	35.00 n/d	35.00 n/d	1-2 days	3-5 days	non-dot $32.50 dot $38.00		1 day	2-3 days	N-B	20.00	1 day	2 days			6-24 hrs	2-3 days
	Hair			1-2 days	3-5 days			1 day	2-3 days	N-B	50.00	3 days	5 days			6-24 hrs	2-3 days
	Blood			1-2 days	3-5 days			2-3 days	2-3 days	N-B	102.00	3 days	3 days			6-24 hrs	2-3 days
Benzodiazepines	Urine	35.00 n/d	35.00 n/d	1-2 days	3-5 days	non-dot $32.50 dot $38.00		1-day	2-3 days	N-B	20.00	1 day	2 days			6-24 hrs	2-3 days
	Hair			1-2 days	3-5 days			TBD	TBD	N-B	50.00	3 days	5 days			6-24 hrs	2-3 days
	Blood			1-2 days	3-5 days			2-3 days	2.-3 days	N-B	173.00	3 days	3 days			6-24 hrs	2-3 days
Barbiturates	Urine	35.00 n/d	35.00 n/d	1-2 days	3-5 days	non-dot $32.50 dot $38.00		1-day	2-3 days	N-B	20.00	1 day	2 days			6-24 hrs	2-3 days
	Hair			1-2 days	3-5 days			TBD	TBD	N-B	50.00	3 days	5 days			6-24 hrs	2-3 days
	Blood			1-2 days	3-5 days			2-3 days	2.-3 days	N-B	168.00	3 days	3 days			6-24 hrs	2-3 days

TABULATION SHEET ----HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
BID NO: 2009-160-06-03-MEG

Methadone	Urine	35.00 n/d	35.00 n/d	1-2 days	3-5 days	non-dot $32.50 dot $38.00		1-day	2-3 days	N-B	20.00	1 day	2 days			6-24 hrs	2-3 days
	Hair			1-2 days	3-5 days			TBD	TBD	N-B	50.00	3 days	5 days			6-24 hrs	2-3 days
	Blood			1-2 days	3-5 days			2-3 days	2.-3 days	N-B	110.00	3 days	3 days			6-24 hrs	2-3 days
Tricyclic Antidepressants	Urine			1-2 days	3-5 days			1-day	2-3 days	N-B	n/a	0	0			6-24 hrs	2-3 days
	Hair			1-2 days	3-5 days			TBD	TBD	N-B	n/a	0	0			6-24 hrs	2-3 days
	Blood			1-2 days	3-5 days	100.00	100.00	7-10 days	2.-3 days	N-B	118.00	4 days	4 days			6-24 hrs	2-3 days
Rohypnol	Urine	145.00	145.00	3-5 days	3-5 days			TBD	TBD	N-B	75.00	1 day	2 days	$53.00c	$71.00m, $146.00ahm	6-24 hrs	2-3 days
	Hair		300.00	3-5 days	3-5 days			TBD	TBD	N-B	n/a	n/a	n/a			6-24 hrs	2-3 days
	Blood			3-5 days	3-5 days	140.00	140.00	7-10 days	7-10 days	N-B	187.00	3 days	3 days	$130.00c	$148.00m $223.00ahm	6-24 hrs	2-3 days
Alcohol	Urine	22.00 non dot	22.00 non dot	Few minutes (3 min.)		non-dot $24.00 dot $26.00		1-day	2-3 days	N-B	20.00	1 day	2 days	$46.00c	$64.00m $139.00ahm	6-24 hrs	2-3 days
	Hair			Few minutes (3 min.)				TBD	TBD	N-B	n/a	n/a	n/a			6-24 hrs	2-3 days
	Blood			Few minutes (3 min.)		45.00	45.00	2-3 days	2.-3 days	N-B	110.00	3 days	3 days	$95.00 c	$113.00m $188.00ahm	6-24 hrs	2-3 days
Ecstasy	Urine			3-5 days	3-5 days			TBD	TBD	N-B	107.50	1 day	2 days	$53.00c	$71.00m $146.00ahm	6-24 hrs	2-3 days
	Hair			3-5 days	3-5 days			TBD	TBD	N-B	50.00	3 days	5 days			6-24 hrs	2-3 days
	Blood					80.00	80.00	7-10 days	7-10 days	N-B	110.00	3 days	3 days	$130.00c	$148.00m $223.00ahm	6-24 hrs	2-3 days
COMPLETE TEST COST (Includes all of the above)	Urine	36.00			1-day				N-B	N-B	202.20	1 day	2 days				
	Hair	300.00							N-B	N-B	50.00	3 days	5 days				
	Blood	N/B								N-B	1005.00	3 days	3 days				

3. TRAINING FEES: Training price per session					
PARTICIPATING VENDORS		**NTC**	**MEDQUICK**	**THE CENTER OF INDUSTRIAL REHAB SERVICES**	**COMPREHENSIVE DRUG**
a	Reasonable Suspicion Training	$ 90.00 per hour	$ 50.00 per person	$ 25.00	$50.00 On line training for employees and Supervisors
b	Drug Free Workplace Act	$ 90.00 per hour	$ 50.00 per person	**0**	
c	Other Drug Testing Related	$ 90.00 per hour	$ 50.00 per person	**0**	$300/00 per 2 hr. session in person plus expenses

MEMORANDUM

TO: Anacleto Martinez, Chief Administrator
Hidalgo County Adult Detention Facility

ATTN: Juan Tapia, Procurement Specialist

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: June 19, 2009

RE: Bid No. 2009-160-06-03-MEG
"DRUG TEST COLLECTION SERVICES"

JUN 23 2009
2:29pm
By

Attached you will find four **(4) copies of the bids** received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 by no later than **Wednesday June 30, @ 10:00 A.M.** in order to place this item on the agenda for next Commissioners Court Meeting, **Tuesday July 7, 2009 @ 10:00 A.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
NTC	Award to the Lowest overall Bidder.

ACCOUNT: 9-1100-421-00-280-001-0-339

A "Sonny" Martinez 6/23/09

Authorized Signature | Printed Name | Date

~~Award to vendor (s)~~
~~NTC~~

24 hours service for same price
Excellent on site response time during working hours and after working hours
Alcohol test results are provided immediately
On demand response for post accidents
Several test locations throughout the County
No extra fees charged

Capt. Andy Duzman #1100

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: JUNE 03, 2009 EXTENDED TO JUNE 17, 2009	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "DRUG TEST COLLECTION SERVICES"	
BID NO: 2009-160-06-17-MEG	**BUYER I: ELENA GOMEZ**

BID RFB#	NAME OF COMPANY	ACKNOWLEDGEMENT	ADDENDUM #1
#1	NTC Drug Testing alcohol	✓	NO
#2	Medquick Diagnostics	✓	yes
#3	The Centers of Industrial Rehab Services	✓	NO
#4	CDT Corp/Comprehensive	✓	yes
#5			
#6			
#7			
#8			
#9			

AI-16460 **21.H.2.**

Account Application

CC REGULAR

Date:	07/14/2009
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting approval to complete and submit a New Account Application with "Tire Centers, LLC", awarded vendor through Hidalgo County Sheriff's Office-"Tires, Mounting, Rotation and Balancing Service" RFB No. 2009-127-04-29-ERT with authority for County Judge or Court member to execute document.

BACKGROUND

Account Application is for billing purposes only.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This agenda item has no budget impact.

Attachments

Link: TIRE CENTERS, LLC FORM

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/10/2009 01:53 PM	APRV
2	Budget & Management	Erika Zamora	07/10/2009 03:21 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/10/2009 03:38 PM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Eric Trevino — Started On: 07/10/2009 11:36 AM

Final Approval Date: 07/10/2009

Tire Centers
Centered On Service™
www.tirecenters.com

TIRE CENTERS, LLC

Confidential Credit Application

Local TCI Contact Information:

Address: 403 E. EXPWY. 83, PHARR, TX. 78577 | Phone: 956-283-8887 | Fax: 956-283-7503

DATE OF APPLICATION

CREDIT LIMIT REQUESTED

TCI CENTER # 617

COMPLETE **LEGAL NAME** OF COMPANY APPLYING FOR CREDIT *(Provide legal name in this space **exactly** as registered with the secretary of state—not DBA/trade name. For sole proprietor or general partnership please enter full legal name of owner/general partners and company name. Please print or type.)*

STREET ADDRESS OF COMPANY OFFICE	CITY	STATE	ZIP	COUNTY
TYPE OF BUSINESS (i.e. LLC, sole proprietor, LP, general partnership, S Corp., etc.)	APPLICANT MANAGER NAME		ACCOUNTS PAYABLE MANAGER NAME	
STATE OF ORGANIZATION	APPLICANT MANAGER PHONE NUMBER		ACCOUNTS PAYABLE MANAGER PHONE NUMBER	
FEDERAL TAX ID #	APPLICANT MANAGER FAX NUMBER		ACCOUNTS PAYABLE MANAGER FAX NUMBER	
SOCIAL SECURITY NUMBER	APPLICANT MANAGER E-MAIL ADDRESS		ACCOUNTS PAYABLE MANAGER E-MAIL ADDRESS	

BILLING INFORMATION:

If there are multiple locations, please attach a roster of approved locations, including complete address, phone, fax and PO structure.

			Ship-to Address (location[s] eligible to purchase-or attach separately if more space is needed)		
NAME OF COMPANY BEING BILLED			NAME OF LOCATION PURCHASING TIRES		
DBA NAME (TRADE NAME)			DBA NAME (TRADE NAME)		
P.O. BOX STREET ADDRESS			STREET ADDRESS		
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
PHONE	FAX		PHONE	FAX	

ACCOUNT ADMINISTRATOR:

ACCOUNT ADMINISTRATOR NAME

ACCOUNT ADMINISTRATOR PHONE NUMBER

ACCOUNT ADMINISTRATOR FAX NUMBER

ACCOUNT ADMINISTRATOR EMAIL ADDRESS

PURCHASING INFORMATION:

Do you have a set PO format (such as two alpha characters with a dash and three numeric digits i.e. AB-123)?
Yes: ☐ No: ☐
If yes, please explain:

Do you want invoices:
Mailed ☐ **Emailed** ☐

Email address:

Do you want invoices sent to:
Bill-to ☐
Ship-to ☐

ANNUAL TIRE UNIT PURCHASES

AGRICULTURE	EARTHMOVER (Rim size equal to or greater than 25")	PASSENGER & LIGHT TRUCK (Rim size less than or equal to 16")	RETREADS	TRUCK (Rim size equal to 17.5" or greater not to exceed 25")	Ultra High Performance

SALES TAX EXEMPT

☐ NO ☐ YES **(Note: Please attach a copy of exemption certificate(s) for each state. If no exemption certificate is attached, applicable sales tax will be charged.)**

AUTHORIZED SIGNATURE—INTERNAL USE ONLY

Authorized signature of the TCI manager

TCI CENTER MANAGER NAME *(Please Print or Type)*	OFFICE
RODOLFO RODRIGUEZ	
TCI CENTER MANAGER SIGNATURE	DATE

CREDIT INFORMATION

All items, including required signatures, should be completed prior to submittal in order to be reviewed for credit terms. Company name on application must appear exactly as registered with the Secretary of State.

TERMS AND CONDITIONS

In consideration of the extension of credit by TCI to Applicant and by signing this Application, Applicant agrees to the following terms and conditions.

1. Upon approval of this application, TCI, in its sole discretion, and notwithstanding any request of the Applicant, shall have the right to increase, decrease, or terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and services from TCI will be made in accordance with the terms and conditions (a) in this Application and (b) in any invoices or other documents evidencing Applicant's obligations to TCI (together or separately "Future Documents"). Applicant agrees that TCI in its sole discretion may change these terms and conditions at any time. If there is any conflict in the terms and conditions in this application and the terms and conditions in any Future Documents, the terms and conditions in the Future Documents shall control.
3. Applicant agrees to pay all charges for goods and services acquired from TCI according to the payment terms in each invoice. The entire outstanding balance due to TCI on all invoices shall become due in full immediately upon default in the payment of any invoice. Customer shall notify the selling TCI location in writing (including electronic mail) of any claims or disputes within 60 days of invoice or credit document date.
4. Applicant agrees to pay interest on any past due payment at the rate of 1½% per month, or the highest rate permitted by law, whichever is less.
5. To the maximum extent allowed by law, upon Applicant's default in payment or other obligation to TCI, Applicant agrees to pay all TCI's costs of collection and all costs of TCI's exercise of its rights regarding its collateral, if any, including, without limitation, reasonable attorneys' fees and court costs.
6. This Application and all transactions between the Applicant and TCI shall be governed by the law of the State of South Carolina.
7. In the event of any controversy or claim arising out of or relating to this application, any credit extended by TCI to Applicant or any other issue arising out of the relationship between Applicant and TCI, Applicant consents to the jurisdiction of any state or federal court in the state of South Carolina. Applicant waives personal service of process upon it and consents that all service of process be made by registered or certified mail directed to it at the address in this application and that service so made shall be deemed to be completed five (5) days after the same shall have been posted to the undersigned's address. Applicant waives any right it may have to change the venue of any litigation brought against it by TCI in accordance with this paragraph. Applicant waives any right to trial by jury.
8. Notwithstanding anything to the contrary in the foregoing paragraph, Applicant and TCI hereby agree that except for TCI's collection of amounts past due from Applicant or TCI's exercise of it's rights regarding its collateral, if any, either Applicant or TCI may require the other party to arbitrate any controversy or claim arising out of or relating to (a) this Application, (b) any credit extended by TCI to Applicant or (c) any other issues related to this application or any credit extended by TCI to Applicant. If TCI or Applicant chooses arbitration, such controversy or claim shall be arbitrated by the American Arbitration Association in accordance with its Commercial Arbitration rules and any judgment or award rendered in connection therewith shall be entered in any court having jurisdiction thereof. Applicant and TCI agree to equally share all costs and expenses in connection with the arbitration, including, but not limited to arbitrator's fees and administration fees, except that Applicant and TCI shall each pay their own attorneys' fees.

Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection therewith, is true and correct and that this information is being furnished to TCI for the purposes of inducing TCI to extend credit to Applicant. Applicant understands that TCI intends to rely upon such information. Applicant understands and agrees to be bound by any terms in this Application and in all invoices or other documents regarding Applicant's obligations to TCI. Applicant further agrees to advise TCI of any material change in the information provided herein, including but not limited to change of Applicant's ownership, address or telephone. Applicant understands that TCI will retain this Application whether or not it is approved.

APPLICANT HEREBY AUTHORIZES TCI TO (1) OBTAIN CREDIT INFORMATION ON APPLICANT FROM ANY CREDIT REPORTING AGENCY OR OTHER ENTITY THAT REPORTS ON CREDIT HISTORY OR FINANCIAL CONDITION (2) TO CHECK APPLICANT'S CREDIT HISTORY AND PRINCIPAL SUPPLIERS, TRADE CREDITORS AND BANK REFERENCES FOR CUSTOMARY CREDIT INFORMATION, (3) TO CONFIRM THE INFORMATION CONTAINED ON THIS APPLICATION INCLUDING BUT NOT LIMITED TO SENDING A COPY HEREOF TO THE PRINCIPAL SUPPLIERS AND BANK REFERENCE LISTED ON THIS APPLICATION, AND (4) TO RELEASE INFORMATION TO OTHER CREDITORS REGARDING APPLICANT'S CREDIT EXPERIENCE WITH TCI. APPLICANT UNDERSTANDS THAT THE TERMS AND CONDITIONS CONTAINED IN THIS APPLICATION ARE MATERIAL TO IT AND THE CONTRACT THAT RESULTS FROM TCI'S EXTENSION OF CREDIT TO APPLICANT AND ARE SPECIFICALLY MADE A PART OF SUCH CONTRACT. APPLICANT AGREES THAT THIS IS THE WHOLE AND COMPLETE APPLICATION AND THAT NO OTHER AGREEMENTS OR DOCUMENTS ARE A PART OF THIS APPLICATION UNLESS SUBMITTED IN WRITING, SIGNED AND DATED BY APPLICANT AND TCI AND APPROVED IN WRITING BY TCI.

APPLICANT: Full Business Name_____ Date_____

Authorized Agent: (*Print Name*)_____ Title_____

(*Signature*) _____

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THE CREDITOR IS THE FEDERAL TRADE COMMISSION.