AI-19177 **10.B.**

Reorganize Human Resource Dept.

CC REGULAR

Date:	12/29/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to reorganize the Human Resources Department to improve workforce planning, employee training and development, and labor relations.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/23/2009 03:11 PM	APRV
2	Auditor's Office		12/23/2009 05:22 PM	NEW
Form Started By: Angela Garcia			Started On: 12/23/2009 02:58 PM	
Final Approval Date: 12/23/2009				

AI-19179 **10.C.**

Appointments

CC REGULAR

Date:	12/29/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

1. Appointment of Hidalgo County Fire Marshal
2. Appointment of Hidalgo County Emergency Services Director
3. Revised salary schedule for title changes only

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/23/2009 05:18 PM	APRV
2	Auditor's Office		12/23/2009 05:22 PM	NEW
Form Started By: Angela Garcia			Started On: 12/23/2009 05:03 PM	
Final Approval Date: 12/23/2009				

AI-19132 **11.A.**

Interlocal Agreement between County of Hidalgo and LRGVDC
CC REGULAR

Date: 12/29/2009
Submitted By: Rachel Cavazos, CONSTABLE PCT. #3
Submitted For: Larry Gallardo
Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3-LRGVDC Solid Waste Enforcement Grant (1285):
1. Acceptance and approval of Interlocal Contract Agreement between County of Hidalgo and Lower Rio Grande Valley Development Council (LRGVDC) from _____ to August 31, 2010. FY 2010 Implementation Projects Contract. Contract number # 10-21-G09.
2. Approval of Certification of Revenues as certified by the County Auditor for the LRGVDC Solid Waste Enforcement FY 2010 grant.
3. Approval of appropriation of funds for the LRGVDC Solid Waste Enforcement FY 2010 grant (1285) in the amount of $30,000.00.

BACKGROUND

The effective date of interlocal contract agreement is the date of final execution by both parties until Aug. 31, 2010 for FY 2010. No cash match requirement.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1285-421-00-293-006-0-748
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds for the FY 2010 LRGVDC grant in the amount of $30,000.00.

Revenue acct #9-1285-334-10-293-006-0-000 "LRGVDC-Solid Waste Pct. 3 Revenues"

No cash match requirement.

Attachments

Link: interlocal agreement
Link: memo
Link: Constable Pct. 3 LRGVDC FY 2010 appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 10:36 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/23/2009 04:16 PM	APRV

3	Ivan Cantu	Ivan Cantu	12/23/2009 04:42 PM	APRV
4	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Rachel Cavazos Started On: 12/21/2009 03:47 PM

Final Approval Date: 12/23/2009

Lower Rio Grande Valley Development Council
Inter-local Contract
CONTRACT SIGNATURE PAGE

Contract Name:	**REGIONAL SOLID WASTE GRANTS PROGRAM**	
Contract Number:	10-21-G09	
Performing Party:	Hidalgo County	
Performing Party Identification Number:		
Maximum LRGVDC Obligation: **$ 30,000.00**	Effective Date: Date of last signature	Expiration Date: August 31, 2010

The Lower Rio Grande Valley Development Council (LRGVDC), and the named Performing Party, a governmental body, agency, or political subdivision of: the United States, the State of Texas, or another State, enter this Agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas, including, without limitation, the Interagency Cooperation Act, the Interlocal Cooperative Act, and Texas Water Code Chapter (§) 5.124 and 5.229. The Parties agree: to be effective, the Contract must be signed by an authorized official of the LRGVDC and the Performing Party; as authorized by LRGVDC, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and LRGVDC will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract; the Performing Party is not a vendor of goods and services under Texas Government Code Chapter 2251, therefore, no interest is applicable; and the Contract may be terminated by LRGVDC for its own convenience with 30 days written notice. The purpose of this Agreement is to implement the provisions of §361.014(b) of the Texas Health and Safety Code, regarding the distribution of solid waste disposal fee revenue funds in support of local and regional solid waste projects consistent with the LRGVDC authorized §363.064(b) of the Texas Health and Safety Code Regional Solid Waste Management Plans (RSWMPs), and to update and maintain those plans. To enable the PERFORMING PARTY to carry out or conduct various municipal solid waste management-related services and activities within the PERFORMING PARTY's regional jurisdiction that support the implementation of the RSWMP. To administer an efficient and effective, solid waste grant implementation program.

Parties to the Contract:	**Lower Rio Grande Valley Development Council (LRGVDC)**	**Hidalgo County**
By (Authorized Signature):		
Printed Name:	Kenneth N. Jones, Jr.	Rene Ramirez
Title:	Executive Director	County Judge
Date of Signature:		
Contract Manager Name:	Marcie Oviedo	Lazaro Gallardo Jr.
Contact Numbers:	956-682-3481	956-581-6800
Finance Representative:	Ann Lyles	Rey Eufracio

Intergovernmental Cooperative Reimbursement Agreement
CONTRACT DOCUMENTS

The entire Contract between LRGVDC and Performing Party is composed of the Contract Documents listed on this page and marked by an "X." A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page
X	Qualifying Conditions
X	Documents Created During the Contract (including any minor contract changes, budget amendments, or COG-Managed Projects approved by LRGVDC in accordance with Contract procedures)
X	Specifications & Standards for Performance
X	Contract Funding
X	Contract Activities
X	Contract Reporting
X	Special Terms & Conditions
X	General Terms and Conditions
X	Project Representatives and Records Location
X	Attachment 1 - PERFORMING PARTY BUDGET
X	Attachment A – SCOPE OF WORK & DELIVERABLES

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

Inter-Governmental Cooperative Reimbursement Agreement

CONTRACT ACTIVITIES

1. INTRODUCTION

The purpose of this Agreement is to define the scope of services for implementation of the Regional Solid Waste Management Plan (RSWMP) goals and objectives. It is understood the obligations identified within this document apply to each pass-through recipient as well as the PERFORMING PARTY.

2. DESCRIPTION OF ACTIVITIES

The PERFORMING PARTY agrees to follow those administrative procedures identified in this Agreement and in the Regional Solid Waste Grants Program Administrative Procedures, Attachment A, in performance of the deliverables identified within this Agreement.

I. QUALIFYING CONDITIONS

3. **Eligibility.** Only those local and regional political subdivisions located within the State of Texas as set forth in this Article are eligible to receive funding from the PERFORMING PARTY for an implementation project. Federal entities are not eligible to receive funds under this Agreement. Eligible entities include the following:
   - **3-1.** Cities.
   - **3-2.** Counties.
   - **3-3.** Public schools and school districts (does not include Universities or post secondary educational institutions).
   - **3-4.** Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.
   - **3-5.** Regional Planning Commissions, Regional Councils of Governments, Regional Area Councils, Regional Development Councils, or Regional Associations of Governments.

II. SPECIFICATIONS AND STANDARDS FOR PERFORMANCE

4. **Contract Amendments**: This document may be changed by amendment as provided for in the General Terms and Conditions. PERFORMING PARTY must submit a formal budget amendment for budget changes that result in greater than 10% (ten percent) of the PERFORMING PARTY's fiscal year (FY) budget. PERFORMING PARTY has prior authorization to conduct budget category changes for less than 10% (ten percent) of the PERFORMING PARTY's FY budget. All budget category changes and/or amendments must be reflected in Request for Reimbursement Reports. PERFORMING PARTY shall ensure Budget forms (Attachment 1) reflect all changes and amendments.

5. **Contract Documents**: The working documents, presented in order of preference, are:
   - **5.1.** This LRGVDC Grant Agreement.
   - **5.2.** PERFORMING PARTY'S Budget Form (Attachment 1).
   - **5.3.** Work Program - Deliverables (Attachment A).

III. CONTRACT FUNDING

6. **Budget Category Expense Standards and Adjustments.** The budget for this Agreement shall be derived from the PERFORMING PARTY's Application documents (Attachment 1). Following review and approval by the LRGVDC, the budget and the completed Application forms submitted by the PERFORMING PARTY, and all approved amendments, shall be incorporated into this Agreement as updates to Attachment 1. Budget amendments are necessary when budget category adjustments exceed 10% (ten percent) of the FY total budget, adjustments less than 10% (ten percent) shall be reported on Requests for Reimbursement. All negative budget categories should be adjusted prior to submitting the Request.
   - **6-1.** The PERFORMING PARTY shall not incur expenses in excess of the budget category amounts shown in each fiscal year's budget column.
   - **6-2.** Amendments to the budget contained in Attachment 1 shall consist of a signed letter of request submitted by a PERFORMING PARTY representative with signatory authority, addressed to the LRGVDC Project Representative, with copy of an amended Budget Form and supporting reason(s) for the request.

7. **Budget Category Expense Records and Documentation.** The PERFORMING PARTY shall maintain expenditure documentation to show the work was performed and that the expense was, in fact, incurred. Expense documentation should support reasonable expenditure necessary to this Agreement. Expense record documentation *shall* be conducted per the UGMS. Budget category expenses not addressed in the following will be administered per the General Terms and Conditions of this Agreement.

7-1. **Personnel/Salary.** The PERFORMING PARTY's employee positions covered in this Agreement are set forth in Attachment 1.

7-1-1. Time sheets that have been signed and approved.

7-2. **Travel.** PERFORMING PARTY should maintain onsite travel documentation which, at a minimum, is consistent with LRGVDC Travel Operating Procedures and which identifies the purpose of the travel, supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, etc. Such travel documentation should be submitted upon request.

7-3. **Supplies.** Expenses included under the Supplies expense category of the budget set forth in Attachment 1, shall be for non-construction related costs for goods and materials having a unit acquisition cost of less than $1,000, excluding shipping, handling, freight, tax, etc. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the PERFORMING PARTY in a relatively short period of time, in the regular performance of the general activities funded under this Agreement.

7-3-1. Supplies expenditure documentation to be maintained by the PERFORMING PARTY includes receipts or purchase orders (if issued) or invoices marked paid, and canceled checks.

7-4. **Equipment.** Expenses included under the Equipment expense category of the budget set forth in Attachment 1, shall be for non-construction related, tangible, personal property having a unit acquisition cost of $5,000, or more with an estimated useful life of over one year.

7-4-1. PERFORMING PARTY must seek LRGVDC prior approval for purchase of additional equipment, and such equipment must be placed on the Authorized Equipment Expense list in Attachment 1.

7-4-2. Equipment expenditure documentation to be maintained by the PERFORMING PARTY includes receipts, purchase orders (if issued) or invoices marked paid and canceled checks.

7-5. **Contractual.** Expenses included under the Contractual expense category of the budget set forth in Attachment 1, shall be for costs for professional services or tasks provided by a firm or individual who is not employed by the performing party as set forth in the Article.

7-5-1. No expenses included under the contractual expense category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless the contractor and the contract amount are approved ahead of time by the LRGVDC and included on the list of authorized contractual expenses in Attachment 1.

7-5-2. The PERFORMING PARTY shall maintain evidence that the contract price is reasonable and necessary. As applicable under state law and regulations for the activity or service being contracted for, this evidence may take the form of bid tab sheets or other form of evaluation of competitive price offers or competitive proposals, and/or a cost analysis or price analysis under the UGMS.

7-5-3. No expenses included under the contractual expenses category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless such contract's scope of work has been approved ahead of time, in writing, by the LRGVDC.

7-5-4. Any amendment to a PERFORMING PARTY subcontract authorized for reimbursement under this Agreement, whether or not such subcontract required LRGVDC pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, as set forth in this Agreement, must be approved in writing by the LRGVDC.

7-5-5. All applicable laws and regulations concerning competitive bidding, competitive proposals, and contracting for services shall be followed.

7-6. **Other Expenses.** All expenses under the "Other" expense categories of the budget set forth in Attachment 1 shall be in connection with the tasks and activities to be performed under this Agreement. Expenses not falling under the main expense categories may be included under the "Other" expense category if appropriate for the proposed project as set forth in this Article.

7-6-1. No expenses under the "Other" expense category including computer hardware or software purchases not included under the Equipment expense category, e.g., controlled assets costing less than $5000, shall be eligible for reimbursement under this Agreement unless approved ahead of time by the LRGVDC and included on the list of authorized "Other" expenses in Attachment 1. Subcategories of "Other" expenses for which prior authorization is not required, are set forth in this Article.

7-6-1-1. Books and reference materials.

7-6-1-2. Dues and membership fees for the PERFORMING PARTY's affiliation with organizations and associations which directly relate to the performance of activities under this Agreement (dues for individual employee affiliation to particular organizations or professional associations, unless listed in Attachment 1 to this Agreement, must be pre-approved individually, in writing,

by the LRGVDC).

7-6-1-3. Subscriptions, only insomuch as they relate directly to the performance of activities under this Agreement.

7-6-1-4. Postage, telephone, FAX, and utilities expenses.

7-6-1-5. Printing and reproduction expenses.

7-6-1-6. Advertising and public notices.

7-6-1-7. Registration fees and other staff training costs (fees and training costs for persons not employed by the PERFORMING PARTY, unless listed in Attachment 1, must be approved individually by the LRGVDC).

7-6-1-8. Repair and maintenance costs.

7-6-1-9. Office furniture, not falling under the definition of equipment under this Article.

7-6-1-10. Space and equipment rentals.

7-6-1-11. Signs.

7-6-1-12. Additional Other expenses listed in Attachment 1 to this Agreement.

7-6-1-13. Education and outreach materials used to promote responsible municipal solid waste management practices and planning.

7-6-2. The PERFORMING PARTY shall ensure that expenditures charged under the "Other" expense category are not also included within the expenses reimbursed through the Indirect Costs allocation, Central Services Cost allocation, or the Internal Services fund.

7-7. Additional Expense Records. If requested by the LRGVDC, the PERFORMING PARTY agrees to provide to the LRGVDC the additional expense records and documentation materials, appropriate for the expense, for the time period requested by the LRGVDC. The LRGVDC will provide reasonable time for the PERFORMING PARTY to comply with a request for additional records. The LRGVDC will allow the PERFORMING PARTY reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

8. REIMBURSEMENT PAYMENT METHOD. The PERFORMING PARTY shall submit a Request for Reimbursement voucher, which shall include attached legible copies of invoices issued by the subcontractor or vendor providing the products or services that substantiates the incurred expenditure amount. In addition, all requests for reimbursement of expenditures must be itemized and described in such a way that the acquired item can be readily matched to pre-acquisition approvals.

8-1. The PERFORMING PARTY must submit the Request for Reimbursement vouchers if costs have been incurred. They should be submitted with the required progress reports and results reports However, according LRGVDC is not liable for any costs incurred by the PERFORMING PARTY in the performance of this agreement, which have not been billed to LRGVDC within fifteen days following termination of this agreement.

8-2. The LRGVDC reserves the right to suspend payment of funds awarded under this contract due to incomplete, incorrect, or inconsistent reports or tasks required under this contract until the PERFORMING PARTY satisfactorily completes, revises, or corrects such services or reports. The LRGVDC also reserves the right to require reimbursement of any overpayments determined as a result of any audit or inspection of records kept by the PERFORMING PARTY concerning the contract supported tasks to be performed.

8-3. The PERFORMING PARTY must submit prior notification and approval by the LRGVDC for any changes in personnel whose salaries will be funded under this contract.

8-4. All expenditures under the equipment, construction, or contractual, budget categories must be approved in advance by the LRGVDC. Further, for any other category expenses not specifically spelled out in the contract, the PERFORMING PARTY shall obtain prior written approval from LRGVDC for that expense.

8-5. The contract prohibits any reimbursement of travel expenses for out-of-state travel, except where such travel is specifically authorized in writing by the LRGVDC. Prior to authorizing any out-of-state travel by a PERFORMING PARTY, the LRGVDC must obtain written approval from TCEQ to provide such authorization.

8-6. If the PERFORMING PARTY does not have a current indirect cost rate approved in accordance with UGCMS, the LRGVDC may negotiate a lump sum indirect cost charges that do not exceed the charges established using the Indirect Cost Consumption Table provided in the Uniform Grant and Contract Management Standards under UGCMS.

IV. CONTRACT ACTIVITIES

9. The work identified herein is subject to the guidelines as directed in Attachment A, the Work Program and these guidelines may be updated and or amended throughout the timeline of this document as deemed necessary by the LRGVDC.

10. A project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. The PERFORMING PARTY agrees to perform the following activities as prescribed in this document and as outlined in Attachment A:

Insert Deliverables

V. REPORTING REQUIREMENTS

11. Detailed records that are not required to be submitted with the reports referred to in this section must be kept at the designated location for records access.

- **11-1.** The PERFORMING PARTY shall maintain and submit to LRGVDC mileage records on the use of any vehicles being used for Local Enforcement Program and originally purchased for the program.
- **11-2.** The PERFORMING PARTY shall comply with any reasonable request by the LRGVDC for additional information on activities conducted in order for the LRGVDC to adequately monitor the PERFORMING PARTY's progress in completing the requirements of and adhering to the provisions of this contract.
- **11-3.** Payments (reimbursements) required under this contract may be withheld by the LRGVDC until such time as any past due progress reports are received.
- **11-4.** The PERFORMING PARTY's failure to comply with the requirements of this Article shall constitute a breach of this contract.
- **11-5.** The PERFORMING PARTY shall prepare and submit to the LRGVDC monthly, a written progress report concerning performance under this contract documenting accomplishments and units of work performed under Attachment C: Work program of this agreement. The PERFORMING PARTY's progress reports contain descriptions of activities for the LRGVDC to ensure that the provisions of this contract are being complied with.
- **11-6.** The PERFORMING PARTY shall prepare and submit to the LRGVDC, the summary Pass-Through Grant Expenditure report and the request for reimbursement vouchers and appropriate backup must be submitted monthly. If no costs have been incurred a report must be submitted indicating no costs incurred.
- **11-7.** The PERFORMING PARTY shall prepare and submit to the LRGVDC Report(s) Identifying Chronic Illegal Dumpsites that are ¼ acre in size or larger, their general description, exact location, boundary information in feet, length, width, and height if applicable and photos of the sites located.
- **11-8.** In addition, the PERFORMING PARTY must submit to the LRGVDC a results report each quarter. The results report will include quantifiable measurements or reasonable estimations of the project outcomes.
- **11-9.** All progress and results reports shall be submitted within 10 days after the end of the month for the term of this contract so that LRGVDC may submit a consolidated report to TCEQ.

VI. CLOSE-OUT PROGRESS AND RESULTS REPORT

12. The PERFORMING PARTY will submit a closeout progress and results report with the final requests for payment under this contract. The closeout report will include the cumulated information from previous progress and closeout reports. The closeout report must be submitted within 15 days of the ending date of this contract. The PERFORMING PARTY shall certify in writing to the LRGVDC, through the final progress report, the satisfactory completion of all activities and deliverables required under this contract.

VII. FOLLOW-UP SUMMARY RESULTS REPORT

13. The PERFORMING PARTY shall submit periodic follow-up summary results reports according to Attachment A: Schedule of Deliverables. The PERFORMING PARTY shall document the results of the grant-funded project and provide those results to the LRGVDC for use of evaluating program effectiveness and for providing regional results information to TCEQ. The results reporting documentation and reporting requirements shall specifically cover reporting on results during the term of the contract and continue to document, the results of the project activities for the life of the program or activity.

VIII. OTHER REPORTS

14-1. The PERFORMING PARTY shall provide LRGVDC with a reasonable number of photographs of the project activities for documentation purposes such as inclusion in a report to the State Legislature.

14-2. The PERFORMING PARTY shall occasionally present an oral report to the LRGVDC Solid Waste Advisory Committee during the committee's meetings regarding the status of the project implementation. LRGVDC will notify the PERFORMING PARTY at least four weeks in advance of such requests for oral reports. Note that the committee typically meets quarterly.

IX. SPECIAL TERMS AND CONDITIONS

15-1. Availability of Funds. It is the understanding of the parties that the source of the funds provided by the LRGVDC is the Solid Waste Disposal and Transportation Fees, as proscribed in Texas Health and Safety Code §363.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code §363.014(d), may be depleted or reduced prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account. The PERFORMING PARTY shall place this notice in all subgrants and subcontracts.

15-2. PERFORMING PARTY agrees that the purpose of this Agreement is to provide a grant to financially assist PERFORMING PARTY in performing and creating the Work as its own project and therefore, PERFORMING PARTY is not a "vendor" of goods and services within the meaning of Texas Government Code Chapter 2251.

15-3. Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the LRGVDC, are not eligible to receive subgrant funding from the PERFORMING PARTY. The PERFORMING PARTY shall allow a potential subgrant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the PERFORMING PARTY with documentation of payment of the fees, such as a canceled check or receipt from the state, the PERFORMING PARTY may consider that applicant to be eligible to receive subgrant funding under this agreement.

15-4. Local and regional political subdivisions that are barred from participating in state contracts by the State Comptroller's of Public Accounts (CPA) under the provisions of §2155.077, Texas Government Code, and Title 1 TAC (Texas Administrative Code) §113.02, CPA (formerly under the Texas Building and Procurement Commission –TBPC) Regulations, are not eligible to receive subgrant funds from the PERFORMING PARTY.

15-5. The activities funded under this Agreement, both projects conducted by the PERFORMING PARTY or as a part of a subgrant, shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, and guidelines. The main governing standards include, but may not be limited to, the standards set forth in this Article.

- **15-5-1.** §361, §363, and §364 of the Texas Health and Safety Code.
- **15-5-2.** Title 30 TAC §330, Subchapter O, LRGVDC Rules.
- **15-5-3.** Title 30 TAC §14, LRGVDC Rules.
- **15-5-4.** The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et seq., and the Uniform Grant Management Standards, 1 TAC §§5.141 - 5.167, (collectively, "UGMS").
- **15-5-5.** Title 1 TAC §5.85-5.86, Governor's Office Regulations.
- **15-5-6.** General Appropriations Act, 81st Legislature.
- **15-5-7.** Pursuant to §391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.

X. GENERAL TERMS AND CONDITIONS

16. CONTRACT PERIOD

16-1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Signature Page of this Contract (Contract Period). If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.

16-2. **Renewal and Extension Period.** The Contract may be extended by notice of LRGVDC beyond expiration of a Contract Period for up to 90 (ninety) days (Extension Period) during which the parties may agree on a written amendment to extend the Contract for a longer period. Renewals and extensions do not extend any other

deadlines or due dates other than the expiration of the Contract Period.

17. DEFINITIONS

17-1. "Include." The word "include" and all forms such as "including" shall be construed to introduce a non-exhaustive list. The parties agree include is a term of enlargement, and does not limit the scope of the preceding noun.

18. FUNDS

18-1. Availability of Funds. This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable.

18-1-1. Performing Party will ensure that this clause concerning the availability of funds received indirectly by subcontractors through Performing Party is included in any subcontract it awards.

18-2. Amount Limits on Funds. The maximum reimbursement is shown on the Contract Signature Page.

18-3. Grants. If this agreement was entered under the LRGVDC authority to award grants, LRGVDC is providing financial assistance to the recipient to undertake its own project.

19. ALLOWABLE COSTS

19-1. Conforming Activities. LRGVDC will reimburse the Performing Party for Allowable Costs incurred and paid by the Performing Party in performance of conforming Contract Activities. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual, and authorized by this Contract and a Notice to Proceed. Contract Activities must be authorized in writing to be eligible for reimbursement.

19-2. UGMS. Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and law. The text of UGMS is available online at the Governor's Website. (The link as of December 18, 2007 is http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc.) The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. LRGVDC Allowable Expenditures Guidelines provide additional information as to the construction of UGMS. Additional federal requirements apply when federal funds are included in the reimbursement.

20. REIMBURSEMENT

20-1. Contract for Reimbursement. The Contract Documents describe the activities to be conducted by the Performing Party for reimbursement by LRGVDC.

20-2. Reimbursement Request Deadline. Performing Party shall submit all requests for payment to LRGVDC prior to August 15, 2010.

20-3. Reimbursement Requests. Performing Party shall invoice LRGVDC to request reimbursement for its Allowable Costs for performing the Contract Activities. Performing Party's invoice shall conform to LRGVDC's reimbursement requirements.

20-4. Travel, Other Costs. Travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only based on receipts in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.

20-5. Supporting Records. Upon request, Performing Party shall submit records and documentation to LRGVDC as appropriate for the review and approval of reimbursing costs. At a minimum, Performing Party shall submit supporting records with its invoices; LRGVDC may reject invoices without appropriate supporting documentation. LRGVDC has the right to request additional documentation. Performing Party shall maintain records subject to the terms of this Contract.

20-6. Conditional Payments. Reimbursements are conditioned on the Contract Activities being performed in compliance with the Contract. Performing Party shall return payment to LRGVDC for either overpayment or activities undertaken that are not compliant with the Contract Activities. This does not limit or waive any other LRGVDC remedy.

20-7. Historically Underutilized Businesses. Performing Party shall include, with its invoicing, reports on the use of Historically Underutilized Businesses.

21. AMENDMENTS

Changes to the Contract may only be made by a written amendment, signed and agreed to by the Parties.

22. CONTRACT INTERPRETATION

22-1. **Interpretation of Time.** All days are calendar days, unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation.

22-2. **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.

22-3. **Severability.** If any provision of this Contract is held to be invalid, illegal or unenforceable, the remainder of the Contract shall be construed to conform to the intent of the parties.

23. PERFORMING PARTY'S RESPONSIBILITIES

23-1. **Performing Party's Responsibility for the Contract Activities.** Performing Party undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the LRGVDC nor as a LRGVDC agent, employee or vendor of goods or services. Performing Party agrees that the Contract Activities are furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.

23-2. **Independent Contractor.** Nothing in this agreement shall create an employee-employer relationship between Performing Party and LRGVDC. The parties agree that the Performing Party is an independent contractor.

23-3. **Performing Party's Responsibility for Subcontractors.** All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.

23-4. **No Third-Party Beneficiary.** The LRGVDC does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between LRGVDC and any of Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.

24. PERFORMING PARTY PERFORMANCE EVALUATION

Performance evaluations are a part of the LRGVDC review performing party, and may be a factor in the selection of future contracts. The LRGVDC may provide this information to state agencies and upon request, to others. Performing Party consents to the disclosure of any information or opinion in the evaluations.

25. CONFLICT OF INTEREST

The Performing Party shall timely notify the LRGVDC in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual. No entity or individual with any actual, apparent, or potential conflict of interest shall take part in the performance of any portion of the Contract Activities, nor have access to information regarding any portion of the Contract Activities. Performing Party agrees that LRGVDC has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination for cause.

26. INTELLECTUAL PROPERTY

26-1. **Third Party Intellectual Property.** Unless specifically waived, Performing Party must obtain all Intellectual Property licenses expressly required in the Contract Activities, or incident to the use or possession of the intellectual property. Performing Party shall obtain and furnish to LRGVDC: documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such Intellectual Property for LRGVDC non-commercial purposes, and other purposes of the State of Texas.

26-2. **Grant of License.** Performing Party grants to LRGVDC a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial LRGVDC

purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation.

27. TIME DELAYS

27-1. Time is of the Essence. Performing Party's timely performance is a material term of this Contract.

27-2. Delays. Where Performing Party's performance is delayed, except by *Force Majeure* or act of the LRGVDC, LRGVDC may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

28. TERMINATION

28-1. Termination for Cause. LRGVDC may, upon 10 (ten) days written notice and the opportunity to cure, terminate this Contract for cause if Performing Party materially fails to comply with the Contract Documents including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Termination for cause does not prejudice LRGVDC's other remedies authorized by this Contract or by law.

28-2. Termination for Convenience. LRGVDC may, upon 10 (ten) days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of LRGVDC or the Performing Party. Performing Party may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

28-3. If, after termination for cause, it is determined that the Performing Party had not materially failed to comply with the Contract Documents, the termination shall be deemed to have been for the convenience of the LRGVDC.

29. INSURANCE AND INDEMNIFICATION

29-1. Insurance. Unless prohibited by law, the Performing Party shall require its contractors and suppliers to obtain and maintain during the Contract Term adequate insurance coverage sufficient to protect the Performing Party and the LRGVDC from all claims and liability for injury to persons and for damage to property arising from the Contract, whether caused by the Performing Party or by the contractor(s) or by anyone directly or indirectly employed by either. Unless specifically waived by the LRGVDC, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

29-2. Indemnification. TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE LRGVDC AND PERFORMING PARTY AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF THE CONTRACT ACTIVITIES BY THE PERFORMING PARTY OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF THE LRGVDC SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE LRGVDC. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

30. DISPUTES, CLAIMS, REMEDIES

30-1. Payment not a Release. Neither payment by LRGVDC nor any other act or omission other than an explicit written release constitutes a release of Performing Party from liability under this Contract.

30-2. Schedule of Remedies available to the LRGVDC. In accordance with §2261, Texas Government Code, the following Schedule of Remedies applies to this contract. In the event of Performing Party's nonconformance, LRGVDC may:

30-2.1. Issue notice of nonconforming performance;

30-2.2. Reject nonconforming performance and request corrections without charge to the LRGVDC;

30-2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;

30-2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;

30-2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;

30-2.6. Terminate the contract without further obligation for pending or further payment by the LRGVDC and receive restitution of previous payments.

30-3. Notwithstanding Section 16.2, no adverse action shall be taken against the Performing Party, unless the non-conformity is material to the contract, the Performing Party has been notified of the non-conformity, and the Performing Party has been given a reasonable opportunity to correct the non-conformity.

30-4. **Cumulative Remedies.** LRGVDC rights and remedies in this Contract are in addition to, and are not in any way a limitation of, any rights and remedies available under state and federal rules, regulations, and laws and at common law.

31. FINANCIAL RECORDS, ACCESS, AND AUDITS

31-1. **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

31-2. **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Contract Activities in accordance with generally accepted accounting principles. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by LRGVDC and other state agencies for the purpose of inspection and audit. Records shall be maintained for a minimum of 3 (three) years beyond the expiration or earlier termination of this Contract, and 3 (three) years after the end of any litigation or claims process, including appeals.

32. INDIRECT COST RATE

32-1. **Authority for Indirect Cost Rates.** The Performing Party shall comply with the UGMS relating to Indirect Cost Rates. In the event an audit changes the indirect cost rate, Performing Party agrees to waive additional indirect costs, or in the alternative, contribute the difference between the contract indirect rate and audited indirect rate.

32-2. **Indirect Cost Rate of Contract Activities**. The cost of services provided to LRGVDC by another agency may include allowable direct costs of the service plus a pro rata share of indirect costs, if authorized by the budget. A standard indirect cost allowance equal to 10% (ten percent) of the direct salary and wage cost of the activity may be used in lieu of determining the actual indirect costs of the activity, if any indirect cost rate is approved.

32-3. **Application Indirect Cost Rate, Councils on Government.** A regional planning commission may not spend more than 15% (fifteen percent) of its total expenditures, less capital, on indirect costs. This 15% (fifteen percent) restriction applies to the Authorized Expense Budget in this Agreement for each fiscal year, even if the Cognizant or Coordinating agency approves a rate greater than 15% (fifteen percent). Where an indirect cost exceeds 15% (fifteen percent), the regional planning commission will credit the LRGVDC by reducing indirect charges on a pro rata basis in the subsequent fiscal year.

33. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive sovereign immunity relating to suit, liability, or payment of damages.

34. MISCELLANEOUS

34-1. **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on LRGVDC without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.

34-2. **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County. This provision does not waive LRGVDC's sovereign immunity.

34-3. **Publication.** Performing Party agrees to notify LRGVDC 5 (five) days prior to the publication or advertisement of information related this Contract. Performing Party agrees not to use the LRGVDC logo or a LRGVDC graphic as an advertisement or endorsement without an agreement signed by the appropriate LRGVDC authority.

34-4. **Waiver.** With the exception of an express, written document signed with authority by LRGVDC, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion. The making of a payment does not constitute acceptance of the invoiced Contract Activities nor does it constitute a waiver of the LRGVDC's claims against the Performing Party or its sureties.

34-5. LRGVDC relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

34-6. **Survival of Obligations.** Except where a different period is specified in this agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive for 4 (four) years beyond the termination or completion of the Agreement; or after the end of a proceeding which was brought under the contract or if LRGVDC has notified Performing Party of an on-going proceeding. A proceeding includes any litigation, legal proceeding, permit application, State Office of Administrative Hearings proceeding, or similar activity listed in a LRGVDC notice to the Performing Party.

34-7. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the LRGVDC a release of all claims against the LRGVDC for payment under this contract.

34-8. **Legal Fees Prohibited.** This money shall be spent on administrative fees and projects as approved by LRGVDC. The funds under this Agreement may not be used for legal representation, or any other fees associated with hiring an attorney.

PROJECT REPRESENTATIVES/RECORDS LOCATION

ARTICLE 35.1 LRGVDC PROJECT REPRESENTATIVE

The individual named below is the LRGVDC Project Representative, who is authorized to give and receive communications and directions on behalf of the LRGVDC. All communications including all payment requests must be addressed to the LRGVDC Project Representative or his or her designee.

Marcie Oviedo
(Name)
Program Administrator
(Title)
Lower Rio Grande Valley Development Council
P.O. Box 13087
Austin, Texas 78711-3087

Telephone No.: (956) 682-3481
Facsimile No.: (956) 682-3295
E-mail: moviedo@lrgvdc911.org

ARTICLE 35.2 PERFORMING PARTY PROJECT REPRESENTATIVE

The individual named below is the PERFORMING PARTY Project Representative, who is authorized to give and receive communications and directions on behalf of the PERFORMING PARTY. All communications to the PERFORMING PARTY will be addressed to the PERFORMING PARTY Project Representative or his or her designee.

For Financial Matters:
Rey Eufracio
(Name)
County Auditor
(Title)
2808 South Business 281
(Mailing Address)
Edinburg, Texas 78539
(City) (State) (Zip Code)

Telephone No.: (956)-318-2511
Facsimile No.: (956)-318-2577
E-mail: Ray.Eufracio@auditor.co.hidalgo.tx.us

For Contractual Matters:
Rene Ramirez
(Name)
County Judge
(Title)
100 E. Cano 2nd Floor
(Mailing Address)
Edinburg, Texas 78539
(City) (State) (Zip Code)

Telephone No.: (956)-318-2600
Facsimile No.: (956)-318-2699
E-mail: rene.ramirez@hidalgocountyjudge.com

ARTICLE 35.3 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW

The PERFORMING PARTY designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

Lazaro Gallardo Jr.
(Name)
Constable
(Title)
730 N Breyfogle Suite B
(Mailing Address)
Mission, Texas 78572
(City) (State) (Zip Code)

Telephone No.: (956)-581-6800
Facsimile No.: (956)-519-4245
E-mail: constablepct3@swbell.net

Attachment 1

BUDGET CATEGORY	FUNDING AMOUNT
Personnel / Salaries *List personnel, # of hours, salary charged to grant*	**$**
Fringe Benefits	**$**
Travel *List & itemize travel expenditures*	**$**
Supplies *List & itemize detailed travel expenditures*	**$**
Equipment *List & itemize equipment expenditures (must have a unit cost of $5,000 or more)* Recycling Trailer	**$ 30,000.00**
Construction *List & itemize construction expenditures*	**$**
Contractual *List & itemize contractual expenditures (other than construction)*	**$**
Other *List & itemize other expenditures*	**$**
Indirect Charges	**$**
TOTAL FUNDING	**$ 30,000.00**

Attachment A:

Work Program of Tasks to be completed by PERFORMING PARTY

GOAL: The PERFORMING PARTY will purchase Recycling Trailers to collect recycled material.

Objective 1: IDENTIFY PROJECT COORDINATOR

1) Task/Deliverable: Hidalgo County will identify the Project Coordinator who will be responsible for the implementations of the program. Reduce waste generation disposal and develop responsible waste disposal practices within the community.

Objective 2: PURCHASE RECYCLING TRAILERS

1) Task/Deliverable: Hidalgo County will purchase the trailers, following appropriate procurement procedures.

2) Task/Deliverable: Recycling trailers will be set up at three different locations within Pct. 3 to collect recycling items. This project will reduce the amount waste going into the landfill and will serve rural residents wanting to recycle.

3) Task/Deliverable: Hidalgo County will coordinate efforts with the private sector and local recycling centers to drop off recycled material.

Objective 3: REPORT ON PROGRESS AND RESULTS OF PROGRAM

1) Task/Deliverable: The Project Coordinator will measure and document the following: 1) amount (in tons) of brush/yard waste, glass metal, plastic, cardboard, newspaper, other paper, or C&D debris diverted; 2) document the number of months material collected; 3) average monthly diversion amount (in tons); 4) document total of persons served; 5) document total revenue from sale of diverted material; 6) average monthly revenue; 7) document total disposal costs avoided; 8) average monthly disposal cost avoided. The documented information should be included in the Pass-through Grant Summary Report and Results report forms. Financial documentation should also be included and submitted in the Summary of Pass-through Grant Expenditures and the Request for Reimbursement when necessary.
Completion Time Frame: Submit the Pass-Through Grant Summary Report and the Summary of Pass-Through Grant Expenditures on a quarterly, the last Friday of the month for the length of the contract period. Submit Results on a quarterly basis; through the end of the contract period.

2) Task/Deliverable: Submission of the End of Contract Results Report and Final Summary Report, using the Results Monitoring Report Forms. Deliverable 3: The Project Coordinator will submit the final summary report, using the Pass-Through Grant Summary Report and the final results report, using the Results of Grant Funded Project Report.

   Completion Time Frame: Submit the end of contract report by August 31, 2010.

3) Task/Deliverable: The Project Coordinator will submit Follow-up Reports using the applicable forms as determined by the LRGVDC. The Project Coordinator will submit Follow-up Reports using the applicable forms to be determined and as requested by the LRGVDC.

   Completion Time Frame: Submit the Follow-up Reports as determined and requested by the LRGVDC.

Lower Rio Grande Valley Development Council

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

BOARD MEMBERS

Sofia Benavidez
Commissioner, Cameron County

Aurelio Guerra
Commissioner, Willacy County

Roel Landa
Commissioner, Alamo

Edward C. Camarillo
Commissioner, Brownsville

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Steve Brewer
Mayor, La Feria

Joel Quintanilla
Mayor, Mercedes

Norberto "Beto" Salinas
Mayor, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Joe Hernandez
Mayor, San Benito

Lupe Rodriguez
Mayor Pro-Tem, San Juan

Buddy de la Rosa
Mayor, Weslaco

Dr. Cesar Maldonado
TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Hon. Norma G. Garcia
Member-at-Large

Don Medina
Member-At-Large

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

December 14, 2009

Honorable Rene Ramirez
Hidalgo County
P.O. Box 1356
Edinburg, TX 78540

RE: FY 2010 Implementation Projects Contract
#10-21-G09

Dear Judge Ramirez:

The LRGVDC has received authorization from TCEQ to proceed with the inter-local agreement contracts on the Solid Waste Projects.

Enclosed please find two (2) original contracts for the implementation project that has been approved by the LRGVDC and TCEQ. Please review the contracts carefully, sign all contracts and return to the LRGVDC for signature. Upon final execution we will forward an original copy for your files. For your convenience, all necessary report forms will be posted on LRGVDC website. All contract requirements must be fulfilled to receive the complete grant award and remain in good standing.

If you have any other questions or concerns please do not hesitate to call me or Marcie Oviedo.

Sincerely,

Kenneth N. Jones
Executive Director

cc: Alvin Patina

DATE: September 23, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Constable Pct. 3-LRGVDC Solid Waste Grant

ACCOUNT NUMBER: 9-1285-421-00-293-006-0-XXX

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

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
9-1285-421-00-293-006-0- 748	LRGVDC-Solid Waste Pct. 3-	Other Equipment	30,000.00
	Total Appropriations		**30,000.00**
9-1285-334-10-293-006-0- 000	LRGVDC-Solid Waste Pct. 3 Revenues		30,000.00
	Total Revenues		**30,000.00**
		TOTAL BUDGET INCREASE (DECREASE)	**30,000.00**

REASON: Appropriation of funds for the Constable Pct. 3 LRGVDC Solid Waste Enforcement Grant for FY 2010. The effective date of interlocal contract agreement is from final execution by both parties of contract date until Aug. 31, 2010. No cash match requirement.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-19167 **12.B.**

Health Division - 2010 Adm Program Income & TB Elimination Programs

CC REGULAR

Date:	12/29/2009
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Health Division
1. Request approval to continue payroll for employees on the Adm Program Income program (Acct # 0-1293-441-00-340-005-0).
2. Request approval of the attached Adm Program Income salary schedule.
3. Request approval to continue payroll for employees on the TB Elimination program (Acct # 0-1293-441-00-340-011-0).
4. Request approval of the attached TB Elimination salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 0-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

To continue payroll for employees on the Adm Program Income program.
No G/F funds required

FISCAL YEAR: **ACCT. #:** 0-1293-441-00-340-011-0-XXX

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

BUDGETARY IMPACT:

To continue payroll for employees on the TB Elimination program.
No G/F funds required

Attachments

Link: PI Payroll
Link: TB Payroll
Link: county salary schedule-PI
Link: county salary schedule-TB

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/23/2009 10:22 AM	APRV

2	Manuel Chapa	Manuel Chapa	12/23/2009 11:16 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/23/2009 05:21 PM	APRV
4	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Dan Beltran Started On: 12/23/2009 09:44 AM

Final Approval Date: 12/23/2009

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
2009 YEAR ADM PROGRAM INCOME SALARY SCHEDULE
ACCT # 0-1293-441-00-340-005-0

Employee Name - Slot #	Salary & Fringe Benefits
G001	$ 2,012.00
G002	$ 1,863.00
0003	$ 1,861.00
G004	$ 1,767.00
G005	$ 1,767.00
G006	$ 1,766.00
G007	$ 1,550.00
G008	$ 1,412.00
G009	$ 1,412.00
G010	$ 1,412.00
0011	$ 1,182.00
G012	$ 1,166.00
G013	$ 1,133.00
G014	$ 1,113.00
G015	$ 1,098.00
G016	$ 1,099.00
G017	$ 1,085.00
G018	$ 963.00
G019	$ 849.00
G020	$ 15.00
G021	$ 10,000.00
Salary Total	**$ 36,525.00**
FICA - 7.65%	**$ 2,794.16**
Retirement - 8.92%	**$ 3,258.03**
Worker's Comp - 3.27%	**$ 1,194.37**
Unemployment Comp - .50%	**$ 182.63**
Health Insurance Premium	**$ 4,164.00**
Life Insurance Premium	**$ 37.00**
Fringe Benefits Total	**$ 11,630.19**
Salary & Fringe Benefits Total	**$ 48,155.19**

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
TB ELIMINATION GRANT EMPLOYEE SALARY SCHEDULE
0-1293-441-00-340-011-0

Term: 1/01/2010 - 12/31/2010

Slot #	Employee Name	Employee Title	General Fd. 340-003	Prog. Inc. 340-005	Grant 340-011
011-G008		TB Outreach Worker	$ 1,606.00	$ 1,085.00	$ 21,683.00
011-G009		Medical Outreach Worker	$ 8,550.00	$ 963.00	$ 19,243.00
011-G006		TB Outreach Worker	$ 1,679.00	$ 1,133.00	$ 22,630.00
011-G007		Asst. TB Records Manager	$ 1,658.00	$ 1,113.00	$ 22,296.00
011-G002		LVN	$ 9,258.00	$ 1,767.00	$ 35,317.00
011-G005		LVN	$ 13,799.00	$ 1,550.00	$ 30,990.00
011-G010		TB Outreach Worker	$ 7,582.00	$ 849.00	$ 17,010.00
011-G001		RN	$ 15,673.00	$ 2,012.00	$ 40,240.00
011-G003		LVN	$ 9,258.00	$ 1,767.00	$ 35,317.00
011-G011		TB Outreach Worker	$ 11,213.00	$ 15.00	$ 13,147.00
011-G004		Special Population Out.LVN	$ 11,024.00	$ -	$ 35,317.00
	Salary Total		**$ 91,300.00**	**$ 12,254.00**	**$ 293,190.00**
	FICA	7.65%	$ 6,984.45	$ 937.43	$ 22,429.04
	Retirement	8.92%	$ 8,143.96	$ 1,093.06	$ 26,152.55
	Unemployment	0.50%	$ 456.50	$ 61.27	$ 1,465.95
	Worker's Comp	3.27%	$ 2,985.51	$ 400.71	$ 9,587.31
	Health Insurance Prem	$4,164/Year	$ 10,223.20	$ 1,387.21	$ 34,193.72
	Life Insurance Prem	$33/Year	$ 81.09	$ 10.99	$ 270.99
	Fringe Benefit Total				**$ 88,487.25**
	Grand Total				**$ 381,677.25**

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

H.D. ADM
0-1293-441-00-340-005-0-

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED
G001	113	RN	2,011.80	0.00	0.00	0	0.00	0.00	2,012.00
G002	113	TEXAS VACCINES FOR CHILDREN MA	1,863.00	0.00	0.00	0	0.00	0.00	1,863.00
0003	113	RN SUPERVISOR	1,861.00	0.00	0.00	0	0.00	0.00	1,861.00
G004	113	LVN	1,767.00	0.00	0.00	0	0.00	0.00	1,767.00
G005	113	LVN	1,767.00	0.00	0.00	0	0.00	0.00	1,767.00
G006	113	LICENSED VOCATIONAL NURSE	1,766.00	0.00	0.00	0	0.00	0.00	1,766.00
G007	113	LVN	1,550.00	0.00	0.00	0	0.00	0.00	1,550.00
G008	113	LICENSED VOCATIONAL NURSE	1,412.00	0.00	0.00	0	0.00	0.00	1,412.00
G009	113	LICENSED VOCATIONAL NURSE	1,412.00	0.00	0.00	0	0.00	0.00	1,412.00
G010	113	LICENSED VOCATIONAL NURSE	1,412.00	0.00	0.00	0	0.00	0.00	1,412.00
0011	113	RN TB CLIN SUP	1,182.00	0.00	0.00	0	0.00	0.00	1,182.00
G012	113	TUBERCULOSIS OUTREACH WORKER	1,166.00	0.00	0.00	0	0.00	0.00	1,166.00
G013	113	OUTREACH WORK	1,133.00	0.00	0.00	0	0.00	0.00	1,133.00
G014	113	ASST TB RECORDS MNGR	1,113.00	0.00	0.00	0	0.00	0.00	1,113.00
G015	113	COMMUNITY SERVICE AIDE II	1,098.00	0.00	0.00	0	0.00	0.00	1,098.00
G016	113	COMMUNITY SERVICE AIDE II	1,099.00	0.00	0.00	0	0.00	0.00	1,099.00
G017	113	TB OUTREACH WK	1,085.00	0.00	0.00	0	0.00	0.00	1,085.00
G018	113	OUTREACH WORK	963.00	0.00	0.00	0	0.00	0.00	963.00
G019	113	TUBERCULOSIS OUTREACH WORKER	849.00	0.00	0.00	0	0.00	0.00	849.00
G020	113	TB OUTREACH WK	15.00	0.00	0.00	0	0.00	0.00	15.00
G021	113	PERSONNEL MANAGER	10,000.00	0.00	0.00	0	0.00	0.00	10,000.00
		TOTAL	36,524.80	0.00	0.00		0.00	0.00	36,525.00

AI - 19167

2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
	Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	6.00	0.00	0.00	0.00	0.00	6.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	6.00	0.00	0.00	0.00	0.00	6.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

H.D. ADM

0-1293-441-00-340-011-0-

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY
G001	113	RN	40,240.20	0.00	0.00	0	0.00	0.00	40,240.00
G002	113	LVN	35,317.00	0.00	0.00	0	0.00	0.00	35,317.00
G003	113	LVN	35,317.00	0.00	0.00	0	0.00	0.00	35,317.00
G004	113	SPECIAL POPULATION LVN	35,317.00	0.00	0.00	0	0.00	0.00	35,317.00
G005	113	LVN	30,990.00	0.00	0.00	0	0.00	0.00	30,990.00
G006	113	OUTREACH WORK	22,630.00	0.00	0.00	0	0.00	0.00	22,630.00
G007	113	ASST TB RECORDS MNGR	22,296.00	0.00	0.00	0	0.00	0.00	22,296.00
G008	113	TB OUTREACH WK	21,683.00	0.00	0.00	0	0.00	0.00	21,683.00
G009	113	OUTREACH WORK	19,243.00	0.00	0.00	0	0.00	0.00	19,243.00
G010	113	TUBERCULOSIS OUTREACH WORKER	17,010.00	0.00	0.00	0	0.00	0.00	17,010.00
G011	113	TB OUTREACH WK	13,147.00	0.00	0.00	0	0.00	0.00	13,147.00
		TOTAL	293,190.20	0.00	0.00		0.00	0.00	293,190.00

AI - 19167

2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL
	Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00

AI-19123 **13.A.**

Parks, Recreational facility contract - Pct. # 1

CC REGULAR

Date:	12/29/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with Alcocer Garcia Associates, Inc. in the amount of $42,540.00 utilizing Year 21 (2008) funds for a Parks, Recreational Facility Project for the Hidalgo County Precinct No. 1 Sunset/Sunrise Park.

BACKGROUND

Alcocer Garcia Associates, Inc., has submitted a best and final offer for professional architectural services for the construction of park shelters, restroom facility, with equipment storage room and concession area, sidewalks and solar lighting at the Sunrise/Sunset Park within the Hidalgo County Precinct No. 1 boundaries. Alcocer Garcia Associates, Inc., was the highest rated firm by Commissioner's Court. Contract approval in the amount of $42,540.00 is being requested. See attached scope of services.

Contract Amount: $42,540.00
Funds Available: $74,206.95 (2008 FY 21)

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize 2008 Parks, Recreational Facility Project funds for this project.

Contract Amount: $42,540.00
Funds Available: $74,206.95 (2008 FY 21)

Attachments

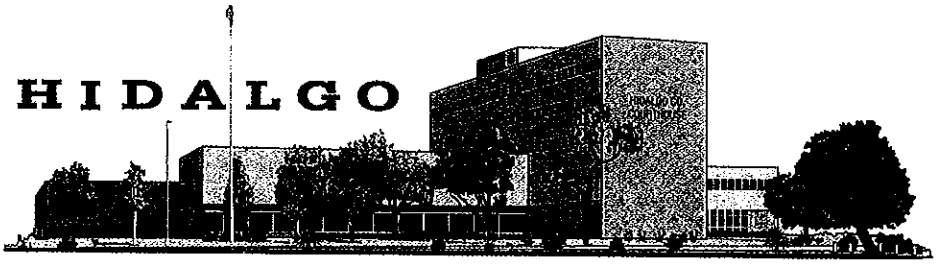
Link: facility funds contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2009 03:01 PM	APRV
2	Perla Lopez	Perla Lopez	12/22/2009 09:18 AM	APRV

3	Auditor's Office	12/23/2009 05:22 PM	NEW
Form Started By: Estella Webber		Started On: 12/21/2009 01:20 PM	
Final Approval Date: 12/23/2009			

COUNTY of HIDALGO



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

December 16, 2009

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

Re: Architectural Services Proposal
Sunrise/Sunset Park Project

Dear Mrs. Garcia:

Pct. 1 is requesting approval of the proposal for architectural services provided by AGA ~~Design Group~~ Lopez Garcia Group Inc. in the amount of $42,540.00 for CDBG Year 21 (2008) Park, Recreational Facilities Improvement Project.

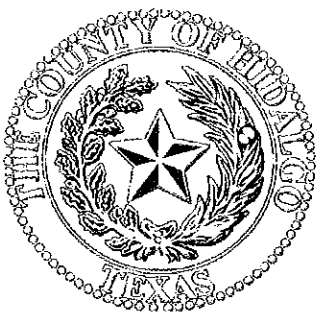
Pct. 1 is requesting approval of the item be placed on the December 22, 2009 Hidalgo County Commissioners Court Agenda.

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

Sincerely,

Lorie Ochoa

Dr. Lorie Ochoa
Chief Administrator
Hidalgo County, Pct. #1



Alcócer Garcia Associates, Inc. AGA

December 11, 2009

Mr. Juan J Ybarra
CDBG Coordinator
Hidalgo County Precinct One
Weslaco, Texas 78596

Re: Best and Final Offer: A/E Design Service Proposal for Improvements at Sunrise Park, Phase I

Dear Mr. Ybarra:

We appreciate this opportunity to be of continued service to Precinct One. Based on the information we now have regarding the improvements to Sunrise Park we estimate the project construction cost at $355,200.00.

PHASE I PROJECT DESCRIPTION;

A.) Improvements at Sun Rise Park. Estimated Construction Cost–$355,200.00

a. Nine (9) Park Shelters
b. Public Restroom Building with Park Equipment Storage
c. Public Restroom Building with concession Area
d. Concrete Sidewalks
e. Solar Lighting

SCOPE OF BASIC SERVICES;

In accordance with UCP 52 through project close-out; $26,640.00

Alcócer Garcia Associates, inc. will provide the following basic services:

1. Architectural Design and Construction Administration Services
   a. Schematic Design Phase
   b. Design Development Phase
   c. Construction Document Phase
2. Structural Engineering Design and Construction Administration Services
3. Mechanical/Electrical Engineering Design and Construction Administration Services
4. Prepare Bidding Forms and Documents
6. Assist Owner in Receipt of Competitive Bids
7. Evaluate Bids Received

1333 E. Jasmine Ave. McAllen, Texas 78501 Office: 956.618.2007 Fax: 956.618.2008 Web: www.agadc.com

8. Issue Notice of Award and Notice to Proceed to successful Bidder
9. Review project Shop Drawings and Submittals
10. Review General Contractor's Application for Payments
11. Field Reports and Progress Reports
12. Project Punch List and Project Close Out Documents
13. Present Project Owner's Manual

Best and Final Offer for A/E Basic Services: Fixed Stipulated Sum of $26,640.00. Refer to Scope of Services for breakdown of services.

ADDITIONAL SERVICES TO INCLUDE;
Geo-Technical Soils Engineering
Material Testing Services
Topographic/Property Survey
Texas Accessibility Standards (TDLR) Plan Review
Texas Accessibility Standards (TDLR) Post Construction Inspection
Reproduction of forty (40) sets of plans and specifications

Additional Services amount: $15,900.00

Combined A/E Basic Services and Additional Services Fee: $42,540.00

We look forward to your favorable response to our proposal.

Sincerely,
Alcócer Garcia Associates, inc.

Eduardo Alcócer
Principal

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) Alcocer Garcia Associates, inc.

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.) 1333 E. Jasmine Avenue

Requester's name and address (optional)

City, state, and ZIP code McAllen, TX 78501

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
2	6	4	2	6	2	5	0	0

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 ► Edmundo Alcocer Date ► DEC. 18, 2009

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,

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;

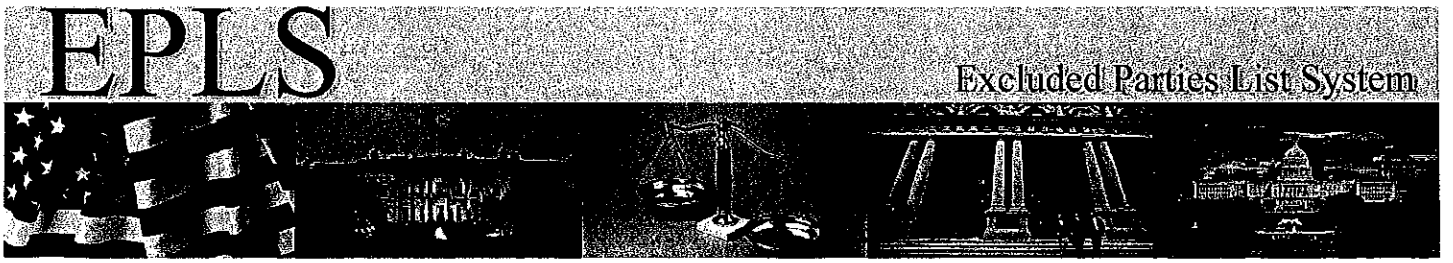
b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction 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: EDUARDO ALCOCER
Title: PRINCIPAL
Telephone Number: 956-618-7007
Date: DECEMBER 18, 2009

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.



Search - Current Exclusions

> Advanced Search
> Multiple Names
> Exact Name and SSN/TIN
> MyEPLS
> Recent Updates

View Cause and Treatment Code Descriptions

> Reciprocal Codes
> Procurement Codes
> Nonprocurement Codes

Agency & Acronym Information

> Agency Contacts
> Agency Descriptions
> State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

> Debar Maintenance
> Administration
> Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Alcocer Garcia Associates Inc
SSN/TIN
As of 18-Dec-2009 12:23 PM EST
Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

> Search Help
> Public User's Manual
> FAQ
> Acronyms
> Privacy Act Provisions
> News

Reports

> Advanced Reports
> Recent Updates
> Dashboard

Archive Search - Past Exclusions

> Advanced Archive Search
> Multiple Names
> Recent Updates

Contact Information

> For Help: Federal Service Desk

EXHIBIT "D"

2060600

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.**

ALCOCER GARCIA ASSOCIATES, INC.

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 N/A

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 N/A

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 N/A

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4

Signature of person doing business with the governmental entity

EDUARDO ALCOCER

12.18.09

Date

Adopted 06/29/2007

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5008-91-0300-5000-9100

Professional Services Agreement

This Agreement, entered into this **29 day of December, 2009** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **Hidalgo County Precinct No. 1,** (hereinafter called the "Party") and **Eduardo Alcocer** duly authorized Architect, herein acting by **Alcocer Garcia Associates, Inc.** (hereinafter called the "Architect").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE

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

SECTION II
BASIC SERVICES OF THE

The Architect shall perform the following Basic Services in connection with the proposed **Parks, Recreational Facility Improvement Project** Account(s) **5008-91-0300-5000-9100.** *(See Exhibit A)*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

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

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

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

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

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

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

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

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

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

requested.

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

m. Furnish to the Party of **Hidalgo County Precinct No. 1** Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ARCHITECT

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

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

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

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

SECTION IV
REIMBURSABLE EXPENSES

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

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

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

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

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

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

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

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

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

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

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

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

SECTION VI
PAYMENTS TO THE ARCHITECT

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

6.1 The Architect shall be paid a total fixed amount of **$42,540.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

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

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

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

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

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OWNERSHIP OF DOCUMENTS

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

SECTION VIII
TERMINATION

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

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

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

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

SECTION XIII
CHANGES

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

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

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

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

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

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

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

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

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

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

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

SECTION XVII INSURANCE

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

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

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

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

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

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

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **29th day of December, 2009.** Such date being the date the County Commissioners' Court approved entering into contract with Architect.

This Agreement is hereby approved this____ day of _____, 2009.

_____

Architect Signature

Firm Name: **Alcocer Garcia Associates, Inc.**

Address: **1333 E. Jasmine Avenue**

City/ST/ZIP: **McAllen, Texas 78501**

FED ID #ISS #: **74-2919292**

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ _____
My commission Expires Notary Public State of Texas

Urban County Program

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

Fiscal year thru period ending 12/31/2009

91

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5008 91 0306 5000 9100						
PARKS, RECREATIONAL FACILITY	.00	.00	.00	74,206.95	74,206.95	.0%
5008 91 0306 5100 9110						
DOS LOGISTICS	.00	.00	20,000.00	20,000.00	.00	100.0%
5008 91 0306 5125 9106						
THE MONITOR	.00	2,550.50	.00	2,550.50	.00	100.0%
5008 91 0306 5250 9105						
THE PLAYWELL GROUP	.00	18,754.84	.00	18,754.84	.00	100.0%
5008 91 0306 5275 9102						
UNIVERSAL TRUCKERS	11,274.49	47,465.36	29,527.64	76,993.00	.00	100.0%
5008 91 0306 5300 9101						
PERFORMANCE GRADE	.00	.00	9,600.00	9,600.00	.00	100.0%
5008 91 0306 5300 9103						
FRONTERA MATERIALS	.00	.00	119,520.00	119,520.00	.00	100.0%
5008 91 0306 5300 9104						
MARTIN MARIETTA	686.52	19,966.09	3,801.41	23,767.50	.00	100.0%
5008 91 0306 5325 9105						
THE PLAYWELL GROUP	.00	106,745.70	3,155.41	109,901.11	.00	100.0%
5008 91 0306 5340 9105						
THE PLAYWELL GROUP	.00	26,672.17	.00	26,672.17	.00	100.0%
5008 91 0306 5375 9108						
CENTRAL FENCE SUPPLY	.00	.00	57,027.90	57,027.90	.00	100.0%
5008 91 0306 5730 9107						
MAGIC VALLEY ELECTRIC	.00	6,531.67	.00	6,531.67	.00	100.0%
Total Expenditure	11,961.01	228,686.33	242,632.36	545,525.64	74,206.95	86.4%

AI-19130 **13.B.**

Street Improvements - City of Edcouch

CC REGULAR

Date:	12/29/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with Raba Kistner Consultants, Inc. in the amount of $8,845.00 utilizing Year 21 (2008) funds for the Street Improvements project to include testing for the overlay & 6 new concrete valley gutters to Pacific Ave., Avenida Ave. Lopez St., Roberts St., Gonzales St., Murio St., Frederick St. and Bowers St. within the City of Edcouch.

BACKGROUND

Raba Kistner Consultants, Inc. has submitted a best and final offer for professional testing services for the overlay & 6 new concrete valley gutters to Pacific Ave., Avenida Ave. Lopez St., Roberts St., Gonzales St., Murio St., Frederick St. and Bowers St. located within the City of Edcouch. Raba Kistner Consultants, Inc. was the highest rated firm by County Commissioner's Court. Contract approval in the amount of $8,845.00. See attached scope of services and Best and Final Offer Letter.

Contract Amount: $ 8,845.00

Funds Available: $ 173,554.05 Year 21 (2008) Street Improvements – City of Edcouch

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize 2008 Street Improvements-City of Edcouch funds for this project.

Contract Amount: $ 8,845.00
Funds Available: $173,554.05

Attachments

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	12/22/2009 08:56 AM	APRV
2	Perla Lopez	Perla Lopez	12/22/2009 10:28 AM	APRV
3	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Estella Webber Started On: 12/21/2009 03:03 PM

Final Approval Date: 12/23/2009

CITY OF EDCOUCH

Robert S. Schmalzried - Mayor
Melody S. Galvan - Mayor Pro-tem
Noe Garcia Jr. - Alderman PL 2
Ruth Ruiz - Alderwoman PL 3
Guadalupe Garcia - Alderwoman PL 4
Eddy Z. Gonzalez - Alderman PL 5
Delmira Olivarez - City Manager

December 16, 2009

Monica Leal, Coordinator
Hidalgo County Urban County Program
Pharr, Texas

Re: Raba Kistner Consultants

Dear Monica

This is to advise you that the City of Edcouch met at a Regular Meeting on December 15, 2009, and accepted the best and final offer submitted by Raba Kistner Consultants: (Attached please find a copy of the Excerpts)

Testing Service for Street Project	$ 8,845.00
Stand Pipe Project	$ 2,659.00

We ask that you place this item on the agenda for consideration at the County Commissioner Court as soon as possible.

Sincerely

Delmira Olivarez

Delmira Olivarez
City Manager

DEC 16

Engineering • Testing • Environmental • Facilities • Infrastructure

Raba Kistner

Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com
TBPE Firm F-3257

December 21, 2009

Ms. Monica Leal, CDBG
County of Hidalgo Urban County Program
1916 Tesoro Boulevard
Pharr, Texas 78577

Re: Construction Materials Observation & Testing Services
Proposed Street Improvements for the City of Edcouch
Edcouch, Hidalgo County, Texas

Dear Ms. Leal:

Raba-Kistner Consultants, Inc., (R-K), has provided a proposal to perform construction materials observation and testing services to the City of Edcouch on an on-call basis for the above referenced project. The proposal is dated December 02, 2009, and is **R-K** proposal number PMD09-316-00. The estimated cost of services as indicated in this proposal is $8,845.00. This amount constitutes the best and final offer by **Raba-Kistner Consultants, Inc.**

We thank you for the opportunity to be a member of the project team on this important project. If you should have any questions pertaining this matter or if we may be of additional assistance please do not hesitate to call.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.

Dennis Charkow
Supervisor, CME

Copies submitted: Above (1)

DEC 21 2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 29th day of December 2009 by and between City of Edcouch, (hereinafter called the "Party") and Raba Kistner Consultants, Inc., duly authorized Engineer, herein acting by Dennis C. Charkow, Supervisor CME (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed Street Improvements Account(s) 5008-20-0311-5000-2000. *(See Exhibit A)*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

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

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

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

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

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

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

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

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

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

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

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

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

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

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

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5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

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

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

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6.1 The Engineer shall be paid a total fixed amount of $ 8,845.00 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

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

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SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

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

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

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

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

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

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

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

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

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

SECTION XVII
INSURANCE

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

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

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

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

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

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

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be December 29, 2009. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Dennis C. Charkow, Supervisor CME

Firm Name: Raba Kistner Consultants, Inc

Address: 800 E. Hackberry
City/ST/ZIP: McAllen, TX 78501

FED ID #/SS #: 74-1611534

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

_____
(seal) Notary - Signature

City of Edcouch:

_____ _____
City Secretary Mayor Robert Tanguma Schmalzried

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"
(Scope of Services)

see attached

Raba Kistner

Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com
TBPE Firm F-3257

Proposal No. PMD09-316-00
December 2, 2009

Ms. Delmira Olivarez, City Manager
City of Edcouch
211 Southern Street – P.O. Box 100
Edcouch, Texas 78538

RE: Construction Materials Observation and Testing Services
Proposed Street Improvements for the City of Edcouch
Edcouch, Hidalgo County, Texas

Dear Ms. Olivarez:

As per the telephone conversation held on December 01, 2009, with Mr. Isidoro Arjona, P.E., with **Raba-Kistner Consultants, Inc., (R-K),** in regards to Construction Materials Engineering and Testing (CoMET) services for the above-referenced project, we are thankful for being selected and pleased to submit this cost proposal to provide these services.

Our opinion of probable cost of services for this project is **$8,845.00.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans received December 2, 2009, from Joe Munoz with Guzman & Munoz Engineering and Surveying, Inc., the projects civil design firm. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **Raba-Kistner Consultants, Inc.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.

Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges
I- Standard Terms and Conditions
II- Schedules of Fees

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. R-K shall be the owner and custodian of the instruments, and shall take appropriate measures to help prevent unauthorized use of them. Accordingly, during development of the scope of service, CLIENT and R-K shall together identify those who, in addition to CLIENT, may use the various instruments and for what purposes, and R-K shall copyright the instruments to make illegal any unauthorized duplication, other reproduction or copying, quotation, or excerption of them.

Parties other than those identified by CLIENT and R-K may apply to use an instrument, using a form prepared by R-K for that purpose. Others' use of an instrument shall be permitted only when CLIENT and R-K both so agree; either shall have the right to forbid use by others. In addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in R-K's professional judgment, such a contingency is necessary.

10. CLIENT will indemnify R-K against any claims or costs which exceed the limitation on R-K's liability provided for in this document, or result from acts or omissions of CLIENT. If litigation or threat of litigation ensues not involving R-K, CLIENT agrees to bear the full cost for R-K to comply with applicable State law and any court orders to provide access to R-K's files, personnel, facilities and equipment.

11. The person or entity responsible for performing the Work under the contract for Construction shall be defined as the Contractor. R-K's site safety responsibilities are solely limited to the activities of R-K and R-K's employees on the site. These responsibilities shall not be inferred by any party to mean that R-K has responsibility for site safety for any reason. Safety in, on or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, supervision of the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. CLIENT warrants that these responsibilities will be made clear in CLIENT'S agreement with the Contractor; CLIENT'S agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend and hold CLIENT and R-K harmless from any fine, penalty, claim, or liability for injury or loss arising from CLIENT's and R-K's alleged failure to exercise site safety responsibility; and CLIENT'S agreement with Contractor and all Subcontractors shall require the Contractor and Subcontractors to make CLIENT and R-K additional insureds under the Contractor's and all Subcontractor's general liability insurance policy, which insurance protection shall be primary protection for CLIENT and R-K, and shall hold CLIENT and R-K harmless from claims, losses, and defense arising from the negligence of Contractor or Subcontractor on any tier.

12. For any damage on account of any error, omission, or other professional negligence, R-K's liability to CLIENT, or to any third party, will be limited to a sum not to exceed $50,000 or R-K's project fee for that portion of R-K's work found to be defective, whichever is greater. R-K's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon R-K, other than for professional errors and omissions, will be limited to R-K's available general liability insurance coverage of $1,000,000.

13. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after 30 days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, R-K will be compensated in full for all services, materials, supplies, and expences incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.

14. If the Client fails to make payments when due or otherwise is in breach of this Agreement, R-K may suspend performance of services upon 7 calendar days' notice to the Client. R-K shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, R-K shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for R-K to resume performance. If the Client fails to make payment to R-K in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by R-K. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by R-K. Payment to R-K for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

15. All claims, disputes, and other controversy between R-K and CLIENT arising out of or in any way related to the services provided by R-K will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, then; CLIENT assents to personal jurisdiction in the State of R-K's principal place of business; The claim will be brought and tried in judicial jurisdiction of the court of the county where R-K's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

16. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

17. Each provision of this Agreement is intended to be several. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable of any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

18. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

Construction Materials Engineering and Testing Services
Proposed Street Improvements for the City of Edcouch
Edcouch, Hidalgo County, Texas

Basic Charges

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (round trip)	1.25 hour(s)
Vehicle Trip Charge	$ 29.75/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. R-K will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. R-K will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by R-K for the project.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Proposed Street Improvements for the City of Edcouch
Edcouch, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Coring Existing Streets for Pavement Reconstruction:				
1. Coring of Existing Pavement - Technician Time	$51.50	hour	8	$412.00
2. Vehicle Travel Charge	$29.75	trip	1	$29.75
Subtotal				**$441.75**
Earthwork:				
1. Moisture-Density Relationship (Proctor)	$202.50	each	3	$607.50
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$73.50	each	8	$588.00
3. Sieve Analysis -200	$49.75	each	3	$149.25
4. Sieve Analysis - Flexible Base Material	$49.75	each	1	$49.75
5. Technician Time Sampling	$43.25	hour	6	$259.50
6. Proof Rolling Observation	$43.25	hour	4	$173.00
7. Field Density Test - Pavement Reconstruction	$18.50	each	12	$222.00
8. Technician Time - Density Testing	$43.25	hour	12	$519.00
9. Vehicle Travel Charge	$29.75	trip	8	$238.00
Subtotal				**$2,806.00**
Concrete: Valley Gutters and Curb and Gutters				
1. Concrete Compressive Strength Tests- (Assume 12 sets of 4 Cylinders)	$13.50	each	48	$648.00
2. Technician Time - Concrete Testing	$43.25	hour	14	$605.50
3. Air Content of Concrete	$25.25	each	12	$303.00
4. Technician Time - Pick-Up of Specimen(s)	$43.25	hour	8	$346.00
5. Vehicle Travel Charge	$29.75	trip	14	$416.50
Subtotal				**$2,319.00**
Asphalt				
1. Asphaltic Concrete Laydown Observation	$51.50	hour	8	$412.00
2. Coring of Asphaltic Concrete to Determine Thickness and Density	$75.00	each	8	$600.00
3. Coring of Asphalt - Technician Time	$43.25	hour	8	$346.00
4. Extraction, Gardation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$248.50	each	1	$248.50
5. Maximum Theoretical Specific Gravity of Asphalt	$89.00	each	1	$89.00
6. Vehicle Travel Charge	$29.75	trip	4	$119.00
Subtotal				**$1,814.50**

- CONTINUED ON PAGE 4 -

CONSTRUCTION MATERIALS TESTING UNIT RATES
Proposed Street Improvements for the City of Edcouch
Edcouch, Hidalgo County, Texas

Professional Services;				
1. Geotechnical / Materials Engineer	$160.00	each	4	$600.00
2. Vehicle Travel Charge	$29.75	trip	2	$59.50
Subtotal				$659.50
Other				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$804.08
Subtotal				$804.08
			GRAND TOTAL	$8,844.83

Fees for Consulting & Coordination Services	Unit Fees
Principal Engineer	$ 135.00 to 250.00/hr
Managing Engineer	95.00 to 200.00/hr
Staff Engineer	70.00 to 200.00/hr
Laboratory Manager	65.00 to 150.00/hr
Construction Services Manager	65.00 to 90.00/hr
Outside Professional Services & Reimbursables	Cost +15%
Additional Insured	160.00/ea
Report Preparation and Administration	38.00 to 75.00/hr

Project Data Sheet

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Proposal No. PMD09-316-00
December 02, 2009

ATTACHMENT I

RABA-KISTNER COMPANIES

STANDARD TERMS AND CONDITIONS

1. RABA-KISTNER (Raba-Kistner Consultants, Inc.; Raba-Kistner Consultants (SW), Inc.; Raba-Kistner-Brytest, Inc.; Raba-Kistner Infrastructure, Inc.) is being engaged by the CLIENT to render professional services involving various aspects of design, construction observation, or the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM).

   Raba-Kistner (hereafter referred to as R-K) provides a wide variety of services. Services provided by different R-K companies or different departments therein, to the same Client, occasionally overlap. CLIENT acknowledges that R-K has no obligation to research prior work by R-K for CLIENT or others, or work performed by R-K or others at the proposed project site, regardless of the specific R-K companies, departments or office locations that will be involved in the proposed work.

2. R-K will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that R-K makes no other warranties or guarantees, expressed or implied, regarding the services set forth herein. CLIENT expressly acknowledges that all of the services provided to it by R-K pursuant to this Agreement are professional services involving only R-K's advice, judgment and opinion. R-K will apply professional judgment in determining the extent to which R-K will comply with any given standard identified in R-K's instruments of professional services. Unless otherwise stated in writing, such compliance, referred to as "general compliance", specifically excludes consideration of any standard listed as a reference in the text of those standards cited by R-K.

3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of R-K's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.

4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. R-K cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or a utility agency.

5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include the cost of containerizing any waste or cuttings or their removal from the site. Such materials will be containerized and left at the site.

   The results of sample analyses or other information will be used to render a professional opinion regarding the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, R-K will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes ownership to said materials.

6. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.

7. All samples obtained at the site will be managed by R-K. R-K will retain preservable samples and the residues from testing of all samples that, in R-K's professional opinion, do not contain materials that are hazardous or potentially hazardous, for 30 days after submission of its report. The samples and residues will be disposed of at the end of the 30 day period.

   In the event that in R-K's professional opinion, the samples contain potential constituents of concern, R-K will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, R-K will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes ownership of said samples.

8. R-K will be compensated largely on the basis of the time required in rendering these professional services -- not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.

   During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, R-K will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which, in R-K's professional opinion, might become friable as a result of remodeling activities.

   Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. If retained to conduct a site assessment with respect to such materials, R-K will direct its efforts at locating the most significant sources, or potential sources, of such materials which, in R-K's professional opinion, have the potential for causing the most significant impact.

9. R-K may provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as R-K may reasonably make with the information gathered while performing its services. In preparing the report, R-K may review and interpret certain information provided to it by the CLIENT or by third parties. R-K will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions contained in such information. The report and other instruments of service are prepared for, and made available for the sole use of the CLIENT, and the contents thereof may not be used or relied upon by any other person without the express written authorization of R-K. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to R-K.

   R-K's reports, drawings, plans, specifications, and other project related documents and deliverables are instruments of professional service ("Instruments") developed by R-K in

Proposal No. PMD09-316-00
December 02, 2009

ATTACHMENT II

RABA-KISTNER CONSULTANTS, INC.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba-Kistner (R-K) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of R-K equipment or for R-K testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

AI-19129 **13.C.**

Water / Sewer Improvements - City of Edcouch

CC REGULAR

Date:	12/29/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with Raba Kistner Consultants, Inc. in the amount of $2,659.00 utilizing Year 21 (2008) funds for the Water/Sewer Improvements project to include testing to the water standpipe located within the City of Edcouch.

BACKGROUND

Raba Kistner Consultants, Inc. has submitted a best and final offer for professional testing services for the water standpipe located within the City of Edcouch. Raba Kistner Consultants, Inc. was the highest rated firm by County Commissioner's Court. Contract approval in the amount of $2,659.00. See attached scope of services and Best and Final Offer Letter.

Contract Amount: $ 2,659.00

Funds Available: $ 109,972.84 Year 21 (2008) Water/Sewer Improvements - City of Edcouch

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize 2008 Water/Sewer Improvements-City of Edcouch funds for this project.

Contract Amount: $ 2,659.00
Funds Available: $109,972.84

Attachments

Link: water sewer imp.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2009 03:08 PM	APRV

2	Perla Lopez	Perla Lopez	12/22/2009 11:10 AM	APRV
3	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Estella Webber Started On: 12/21/2009 02:47 PM

Final Approval Date: 12/23/2009

CITY OF EDCOUCH

Robert S. Schmalzried - Mayor
Melody S. Galvan - Mayor Pro-tem
Noe Garcia Jr. - Alderman PL 2
Ruth Ruiz – Alderwoman PL 3
Guadalupe Garcia – Alderwoman PL 4
Eddy Z. Gonzalez – Alderman PL 5
Delmira Olivarez – City Manager

December 16, 2009

Monica Leal, Coordinator
Hidalgo County Urban County Program
Pharr, Texas

Re: Raba Kistner Consultants

Dear Monica

This is to advise you that the City of Edcouch met at a Regular Meeting on December 15, 2009, and accepted the best and final offer submitted by Raba Kistner Consultants: (Attached please find a copy of the Excerpts)

Testing Service for Street Project	$ 8,845.00
Stand Pipe Project	$ 2,659.00

We ask that you place this item on the agenda for consideration at the County Commissioner Court as soon as possible.

Sincerely

Delmira Olivarez

Delmira Olivarez
City Manager

DEC 16

Raba Kistner

Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com
TBPE Firm F-3257

December 21, 2009

Ms. Monica Leal, CDBG
County of Hidalgo Urban County Program
1916 Tesoro Boulevard
Pharr, Texas 78577

Re: Construction Materials Observation & Testing Services
City of Edcouch Standpipe Rehabilitation
Edcouch, Hidalgo County, Texas

Dear Ms. Leal:

Raba-Kistner Consultants, Inc., (R-K), has provided a proposal to perform construction materials observation and testing services to the City of Edcouch on an on-call basis for the above referenced project. The proposal is dated December 02, 2009, and is R-K proposal number PMD09-315-00. The estimated cost of services as indicated in this proposal is $2,659.00. This amount constitutes the best and final offer by **Raba-Kistner Consultants, Inc.**

We thank you for the opportunity to be a member of the project team on this important project. If you should have any questions pertaining this matter or if we may be of additional assistance please do not hesitate to call.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.

Dennis Charkow
Supervisor, CME

Copies submitted: Above (1)

Rec'd Dec 21 2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 29th day of December 2009 by and between City of Edcouch, (hereinafter called the "Party") and Raba Kistner Consultants, Inc., duly authorized Engineer, herein acting by Dennis C. Charkow, Supervisor CME (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed Water/Sewer Improvements Account(s) 5008-20-0310-5000-2000. *(See Exhibit A)*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

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

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

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

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

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

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

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

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

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

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

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

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

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

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

SECTION IV
REIMBURSABLE EXPENSES

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

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

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

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

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

5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

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

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

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

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

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

SECTION VI
PAYMENTS TO THE ENGINEER

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

6.1 The Engineer shall be paid a total fixed amount of $ 2,659.00 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

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

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

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

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

SECTION VII
OWNERSHIP OF DOCUMENTS

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

SECTION VIII
TERMINATION

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

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

SECTION XI
TIME OF PERFORMANCE

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

SECTION XII
VENUE

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

SECTION XIII
CHANGES

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

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

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

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

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

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

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

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

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

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

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

SECTION XVII
INSURANCE

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

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

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

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

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

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

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be December 29, 2009. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Dennis C. Charkow, Supervisor CME

Firm Name: Raba Kistner Consultants, Inc

Address: 800 E. Hackberry
City/ST/ZIP: McAllen, TX 78501

FED ID #/SS #: 74-1611534

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

_____
(seal) Notary - Signature

City of Edcouch:

_____ _____
City Secretary Mayor Robert Tanguma Schmalzried

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"
(Scope of Services)

see attached

Raba Kistner
Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-3332 • FAX (956) 682-5487
www.rkci.com
TBPE Firm F-3257

Proposal No. PMD09-315-00
December 02, 2009

Ms. Delmira Olivarez, City Manager
City of Edcouch
211 Southern Street – P.O. Box 100
Edcouch, Texas 78538

RE: Construction Materials Observation and Testing Services
City of Edcouch Standpipe Rehabilitation
Edcouch, Hidalgo County, Texas

Dear Ms. Olivarez:

As per the telephone conversation held on December 01, 2009, with Mr. Isidoro Arjona, P.E., with **Raba-Kistner Consultants, Inc., (R-K)**, in regards to Construction Materials Engineering and Testing (CoMET) services for the above-referenced project, we are thankful for being selected and pleased to submit this cost proposal to provide these services.

Our opinion of probable cost of services for this project is **$2,659.00.**

Our proposed scope of services and estimated item quantities are based upon plans and specifications received from the project engineer, J.E. Saenz and Associates, Inc., via electronic-mail transmittal on December 01, and December 02, 2009. Also, verbal information was received via telephone from Mr. Abel Vaquera, Graduate Engineer with J.E. Saenz and Associates, Inc., on December 02, 2009. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **Raba-Kistner Consultants, Inc.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.

Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges
I- Standard Terms and Conditions
II- Schedules of Fees

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

Construction Materials Engineering and Testing Services
City of Edcouch Standpipe Rehabilitation
Edcouch, Hidalgo County, Texas

Basic Charges

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (round trip)	1.25 hour(s)
Vehicle Trip Charge	$ 29.75/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. R-K will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. R-K will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by R-K for the project.

CONSTRUCTION MATERIALS TESTING UNIT RATES
City of Edcouch Standpipe Rehabilitation
Edcouch, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Structural Steel Observation:				
1. Structural Steel and Tank Weld Observation	$51.50	hour	16	$824.00
2. Paint Thickness Testing (Tooke Gauge or Magnetic) Technician Time	$51.50	hour	12	$618.00
3. Observation of Contractor Conducted Paint Thickness and Holiday Testing Technician Time	$51.50	hour	12	$618.00
4. Vehicle Travel Charge	$29.75	trip	12	$357.00
Subtotal				**$2,417.00**
Other				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$241.70
Subtotal				**$241.70**
			GRAND TOTAL	**$2,658.70**

Fees for Consulting & Coordination Services	Unit Fees
Principal Engineer	$ 135.00 to 250.00/hr
Managing Engineer	95.00 to 200.00/hr
Staff Engineer	70.00 to 200.00/hr
Laboratory Manager	65.00 to 150.00/hr
Construction Services Manager	65.00 to 90.00/hr
Outside Professional Services & Reimbursables	Cost +15%
Additional Insured	160.00/ea
Report Preparation and Administration	38.00 to 75.00/hr

Project Data Sheet

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

Proposal No. PMD09-315-00
December 02, 2009

ATTACHMENT I

RABA-KISTNER COMPANIES

STANDARD TERMS AND CONDITIONS

1. RABA-KISTNER (Raba-Kistner Consultants, Inc.; Raba-Kistner Consultants (SW), Inc.; Raba-Kistner-Brytest, Inc.; Raba-Kistner Infrastructure, Inc.) is being engaged by the CLIENT to render professional services involving various aspects of design, construction observation, or the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM).

   Raba-Kistner (hereafter referred to as R-K) provides a wide variety of services. Services provided by different R-K companies or different departments therein, to the same Client, occasionally overlap. CLIENT acknowledges that R-K has no obligation to research prior work by R-K for CLIENT or others, or work performed by R-K or others at the proposed project site, regardless of the specific R-K companies, departments or office locations that will be involved in the proposed work.

2. R-K will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that R-K makes no other warranties or guarantees, expressed or implied, regarding the services set forth herein. CLIENT expressly acknowledges that all of the services provided to it by R-K pursuant to this Agreement are professional services involving only R-K's advice, judgment and opinion. R-K will apply professional judgment in determining the extent to which R-K will comply with any given standard identified in R-K's instruments of professional services. Unless otherwise stated in writing, such compliance, referred to as "general compliance", specifically excludes consideration of any standard listed as a reference in the text of those standards cited by R-K.

3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of R-K's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.

4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. R-K cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or a utility agency.

5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include the cost of containerizing any waste or cuttings or their removal from the site. Such materials will be containerized and left at the site.

   The results of sample analyses or other information will be used to render a professional opinion regarding the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, R-K will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes ownership to said materials.

6. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.

7. All samples obtained at the site will be managed by R-K. R-K will retain preservable samples and the residues from testing of all samples that, in R-K's professional opinion, do not contain materials that are hazardous or potentially hazardous, for 30 days after submission of its report. The samples and residues will be disposed of at the end of the 30 day period.

   In the event that in R-K's professional opinion, the samples contain potential constituents of concern, R-K will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, R-K will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes ownership of said samples.

8. R-K will be compensated largely on the basis of the time required in rendering these professional services -- not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.

   During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, R-K will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which, in R-K's professional opinion, might become friable as a result of remodeling activities.

   Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. If retained to conduct a site assessment with respect to such materials, R-K will direct its efforts at locating the most significant sources, or potential sources, of such materials which, in R-K's professional opinion, have the potential for causing the most significant impact.

9. R-K may provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as R-K may reasonably make with the information gathered while performing its services. In preparing the report, R-K may review and interpret certain information provided to it by the CLIENT or by third parties. R-K will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions contained in such information. The report and other instruments of service are prepared for, and made available for the sole use of the CLIENT, and the contents thereof may not be used or relied upon by any other person without the express written authorization of R-K. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to R-K.

   R-K's reports, drawings, plans, specifications, and other project related documents and deliverables are instruments of professional service ("instruments") developed by R-K in

contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. R-K shall be the owner and custodian of the Instruments, and shall take appropriate measures to help prevent unauthorized use of them. Accordingly, during development of the scope of service, CLIENT and R-K shall together identify those who, in addition to CLIENT, may use the various Instruments and for what purposes, and R-K shall copyright the Instruments to make illegal any unauthorized duplication, other reproduction or copying, quotation, or excerption of them.

Parties other than those identified by CLIENT and R-K may apply to use an Instrument, using a form prepared by R-K for that purpose. Others' use of an Instrument shall be permitted only when CLIENT and R-K both so agree; either shall have the right to forbid use by others. In addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in R-K's professional judgment, such a contingency is necessary.

10. CLIENT will indemnify R-K against any claims or costs which exceed the limitation on R-K's liability provided for in this document, or result from acts or omissions of CLIENT. If litigation or threat of litigation ensues not involving R-K, CLIENT agrees to bear the full cost for R-K to comply with applicable State law and any court orders to provide access to R-K's files, personnel, facilities and equipment.

11. The person or entity responsible for performing the Work under the contract for Construction shall be defined as the Contractor. R-K's site safety responsibilities are solely limited to the activities of R-K and R-K's employees on the site. These responsibilities shall not be inferred by any party to mean that R-K has responsibility for site safety for any reason. Safety in, on or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, supervision of the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. CLIENT warrants that these responsibilities will be made clear in CLIENT'S agreement with the Contractor; CLIENT'S agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend and hold CLIENT and R-K harmless from any fine, penalty, claim, or liability for injury or loss arising from CLIENT's and R-K's alleged failure to exercise site safety responsibility; and CLIENT'S agreement with Contractor and all Subcontractors shall require the Contractor and Subcontractors to make CLIENT and R-K additional insureds under the Contractor's and all Subcontractor's general liability insurance policy, which insurance protection shall be primary protection for CLIENT and R-K, and shall hold CLIENT and R-K harmless from claims, losses, and defense arising from the negligence of Contractor or Subcontractor on any tier.

12. For any damage on account of any error, omission, or other professional negligence, R-K's liability to CLIENT, or to any third party, will be limited to a sum not to exceed $50,000 or R-K's project fee for that portion of R-K's work found to be defective, whichever is greater. R-K's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon R-K, other than for professional errors and omissions, will be limited to R-K's available general liability insurance coverage of $1,000,000.

13. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after 30 days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, R-K will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.

14. If the Client fails to make payments when due or otherwise is in breach of this Agreement, R-K may suspend performance of services upon 7 calendar days' notice to the Client. R-K shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, R-K shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for R-K to resume performance. If the Client fails to make payment to R-K in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by R-K. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by R-K. Payment to R-K for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

15. All claims, disputes, and other controversy between R-K and CLIENT arising out of or in any way related to the services provided by R-K will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, then; CLIENT assents to personal jurisdiction in the State of R-K's principal place of business; The claim will be brought and tried in judicial jurisdiction of the court of the county where R-K's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

16. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

17. Each provision of this Agreement is intended to be several. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable of any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

18. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

Proposal No. PMD09-315-00
December 02, 2009

ATTACHMENT II

RABA-KISTNER CONSULTANTS, INC.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba-Kistner (R-K) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of R-K equipment or for R-K testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

AI-19151 **13.D.**

Street Improvements - City of Penitas

CC REGULAR

Date:	12/29/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program, on behalf of City of Peñitas, is requesting approval and award of best and final negotiated contract with SAMES, Inc. (highest ranked firm), in the amount of $35,089.65 for the Urban County Program Year 22 (2009) Street Improvements in the City of Peñitas.

BACKGROUND

City of Peñitas has negotiated a contract with SAMES, Inc. in the amount of $35,089.65 for the UCP Year 22 (2009) Street Improvements project. Negotiations with SAMES, Inc. was approved in Hidalgo County Commissioners' Court on December 1, 2009. See attached proposal and scope of services.

Contract Amount: $ 35,089.65 SAMES, Inc.

Funds Available:	$ 37,433.38	Year 17 (2004)	Peñitas Street Improvement funds
	$ 5,000.00	Year 20 (2007)	Peñitas Street Improvement funds
	$ 72,616.44	Year 21 (2008)	Peñitas Street Improvement funds
	$225,000.00	Year 22 (2009)	Peñitas Street Improvement funds
	$340,049.82	TOTAL	

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Contract Amount: $ 35,089.65
Available Funds: $340,049.82

Attachments

Link: Penitas improvements

Link: LETTER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	12/22/2009 02:12 PM	APRV
2	Perla Lopez	Perla Lopez	12/22/2009 02:23 PM	APRV
3	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Estella Webber Started On: 12/22/2009 01:11 PM

Final Approval Date: 12/23/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this **29th** day of **December 2009** by and between **City of Peñitas**, (hereinafter called the "Party") and **SAMES, Inc.**, duly authorized Engineer, herein acting by **Saul D. Maldonado, P.E.** (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Street Improvements – Barcelona Heights & Española Heights Subdivisions** Account(s) **5009-60-0311-5000-6000-MB**. *(See Exhibit A)*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

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

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

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

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

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

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

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

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

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

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

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

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

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

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

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

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

SECTION IV
REIMBURSABLE EXPENSES

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

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

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

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

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

5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

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

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

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

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

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

SECTION VI
PAYMENTS TO THE ENGINEER

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

6.1 The Engineer shall be paid a total fixed amount of **$ 35,089.65** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

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

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

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

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

SECTION VII
OWNERSHIP OF DOCUMENTS

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

SECTION VIII
TERMINATION

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

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

SECTION XI
TIME OF PERFORMANCE

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

SECTION XII
VENUE

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

SECTION XIII
CHANGES

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

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

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

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

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

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

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

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.
Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

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

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

SECTION XVII
INSURANCE

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

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

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

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

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

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

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **December 22, 2009**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Saul D. Maldonado, P.E. (Engineer)

Firm Name: **SAMES, Inc.**

Address: **200 South Cage Blvd.**
City/ST/ZIP: **Pharr, Texas 78577**

FED ID #/SS #: **26-2941288**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

(seal) Notary - Signature

_____

City of Peñitas:

_____ _____
City Secretary Mayor Marcos Ochoa

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"

(Scope of Services)

see attached

SAMES
SAM ENGINEERING & SURVEYING INC.

December 16, 2009

Marcos Ochoa,
Mayor
City of Peñitas
P.O. Box 204
Penitas, Texas 78576

RE: Probable Cost: Barcelona Estates and Española Heights
Paving, Drainage, and Sanitary Sewer Improvements

Mayor Ochoa:

Please find attached a preliminary probable cost for the street improvements and sanitary sewer construction management in relation to the above stated streets and projects. As per our understanding of this project, the improvements consist of constructing a new 30 foot width (back to back) pavement street section and prepare the subdivisions with sewer improvements for future sewer accessibility.

We have visited the project sites, which were provided by your staff and have generated a complete probable cost package for the proposed construction. Enclosed are the cost estimates, typical street cross-sections, pictures, and project limit maps for each site for your review.

At your request, we will begin working on the plan design phase for each individual street. Project coordination meetings with your staff coordinators will be established prior to commencement and throughout the life of the project. SAMES highly skilled staff will work diligently with your staff to provide all necessary documentation and submittals required to successfully execute the project.

This is our best and final offer. We will commence with this project upon receipt of a written notice to proceed and are available at your earliest convenience to discuss this project.

Respectfully Submitted,

Saul D. Maldonado, P.E.
Principal

w/attachments

S:\ENG\ENG 2009\Proposals\Penitas Urban County\MISC DOCUMENTS\PICS\Letter.doc

SAM Engineering & Surveying, Inc.
200 South Cage Boulevard
Tel 956.702.8880; Fax 956.702.8883
Pharr, Texas 78577

Barcelona Estates & Española Heights

City of Peñitas

Attachment C:

Probable Cost

SAMES

PAVING, DRAINAGE, SANITARY SEWER IMPROVMENTS
PRELIMINARY PROJECT COST ESTIMATE

16-Dec-09

Project Name: CITY OF PEÑITAS

BARCELONA ESTATES - GRANITE STREET

CIVIL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	6" ROAD GRADER WORK (DENS CONT.) SUBGRADE	1,267	SY	$2.50	$3,166.67
2	6" FL BS (DC) (TY D GR6 CL III)	1,267	SY	$5.50	$6,966.67
3	PRIME COAT ASPH MATRL (MC-30)	253	GAL	$5.00	$1,266.67
4	DENSE-GRADED HOT-MIX ASPH CONC TY D	5,700	SY	$7.50	$42,750.00
5	24" X 12" CONC CURB AND GUTTER	3,800	LF	$8.75	$33,250.00
6	4" THICK X 4' WIDE CONC SIDEWALK	3,700	LF	$10.50	$38,850.00
				SUBTOTAL	**$126,250.00**

CONSTRUCTION MANAGEMENT ONLY

SANITARY SEWER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	4' FIBERGLASS MANHOLE	6	EA	$2,800.00	$16,800.00
2	8" SANITARY SEWER PIPE SDR-26	1,834	LF	$20.00	$36,680.00
3	4" SANITARY SEWER SERVICE	36	EA	$650.00	$23,400.00
4	6" SANITARY SEWER CLEAN OUT	1	EA	$500.00	$500.00
5	TRENCH SAFETY PROTECTION	1,834	LF	$2.00	$3,668.00
				SUBTOTAL	**$81,048.00**

Total Estimated Construction Cost

Civil Improvements		$126,250.00
Sanitary Sewer Improvments		$81,048.00
Contingency (10% of Total)	$	20,729.80
SUB-TOTAL	**$**	**228,027.80**

Professional Costs

Basic Engineering Services (8% of Total Estimated Construction Cost)	$	11,110.00
Construction Management Basic Services (2% of Total Estimated Construction Cost for Sanitary Sewer Improvements Only)	$	1,783.06
SUB-TOTAL	**$**	**12,893.06**

Other Associated Costs

Geotechnical Engineering	$	4,000.00
Construction Material Testing	$	2,000.00
SUB-TOTAL	**$**	**6,000.00**

PROJECT TOTAL $ 246,920.86

SAMES

PAVING, DRAINAGE, SANITARY SEWER IMPROVMENTS
PRELIMINARY PROJECT COST ESTIMATE

16-Dec-09

Project Name: CITY OF PEÑITAS

ESPAÑOLA HEIGHTS - ESPAÑOLA DRIVE (N. 11th Street)

CIVIL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	6" ROAD GRADER WORK (DENS CONT.) SUBGRADE	5,156	SY	$2.50	$12,888.89
2	6" FL BS (DC) (TY D GR6 CL III)	5,156	SY	$5.50	$28,355.56
3	PRIME COAT ASPH MATRL (MC-30)	1,031	GAL	$5.00	$5,155.56
4	DENSE-GRADED HOT-MIX ASPH CONC TY D	4,350	SY	$7.50	$32,625.00
5	24" X 12" CONC CURB AND GUTTER	2,900	LF	$8.75	$25,375.00
6	4" THICK X 4' WIDE CONC SIDEWALK	2,800	LF	$10.50	$29,400.00
7	DRVWYS (ASPH CONC PAV) (PB-1)	775	SY	$8.20	$6,355.00
8	DEMOLISION	1	LS	$10,000.00	$10,000.00
9	2" PVC FORCE MAIN	1,000	LF	$8.00	$8,000.00
10	6" DIA. STEEL CASING	170	LF	$80.00	$13,600.00
11	2 HP SUBMERSIBLE GRINDER PUMP W/ APPURTENANCES	1	EA	$3,500.00	$3,500.00
12	18" RCP STORM DRAIN, CL III	170	LF	$24.00	$4,080.00
13	24" RCP STORM DRAIN, CL III	1,050	LF	$40.00	$42,000.00
14	TYPE A CURB INLET	6	EA	$2,500.00	$15,000.00
				SUBTOTAL	**$236,335.00**

CONSTRUCTION MANAGEMENT ONLY

SANITARY SEWER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	4' FIBERGLASS MANHOLE	4	EA	$2,800.00	$11,200.00
2	8" SANITARY SEWER PIPE SDR-26	1,443	LF	$20.00	$28,860.00
3	4" SANITARY SEWER SERVICE	31	EA	$650.00	$20,150.00
4	6" SANITARY SEWER CLEAN OUT	1	EA	$500.00	$500.00
5	TRENCH SAFETY PROTECTION	1,443	LF	$2.00	$2,886.00
				SUBTOTAL	**$63,596.00**

Total Estimated Construction Cost

Civil Improvements		$236,335.00
Sanitary Sewer Improvements		$63,596.00
Contingency (10% of Total)	$	29,993.10
SUB-TOTAL	**$**	**329,924.10**

Professional Costs		
Basic Engineering Services (8% of Total Estimated Construction Cost)	$	20,797.48
Construction Management Basic Services (2% of Total Estimated Construction Cost for Sanitary Sewer Improvements Only)	$	1,399.11
SUB-TOTAL	**$**	**22,196.59**
Other Associated Costs		
Geotechnical Engineering	$	4,000.00
Construction Material Testing	$	2,000.00
SUB-TOTAL	**$**	**6,000.00**
PROJECT TOTAL	**$**	**358,120.69**

SAMES

PAVING, DRAINAGE, SANITARY SEWER IMPROVMENTS
PRELIMINARY PROJECT COST ESTIMATE

16-Dec-09

Project Name: CITY OF PEÑITAS

ESPAÑOLA HEIGHTS - ESPAÑOLA DRIVE (N. 11th Street)

ALTERNATE CIVIL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	6" ROAD GRADER WORK (DENS CONT.) SUBGRADE	5,156	SY	$2.50	$12,888.89
2	6" FL BS (DC) (TY D GR6 CL III)	5,156	SY	$5.50	$28,355.56
3	PRIME COAT ASPH MATRL (MC-30)	1,031	GAL	$5.00	$5,155.56
4	DENSE-GRADED HOT-MIX ASPH CONC TY D	4,833	SY	$7.50	$36,247.50
5	4" THICK X 4' WIDE CONC SIDEWALK	2,800	LF	$10.50	$29,400.00
6	ROADSIDE DITCHES	2,900	LF	$1.50	$4,350.00
7	DRVWYS (ASPH CONC PAV) (PB-1)	775	SY	$8.20	$6,355.00
8	DEMOLISION	1	LS	$10,000.00	$10,000.00
9	2" PVC FORCE MAIN	1,000	LF	$8.00	$8,000.00
10	6" DIA. STEEL CASING	170	LF	$80.00	$13,600.00
11	2 HP SUBMERSIBLE GRINDER PUMP W/ APPURTENANCES	1	EA	$3,500.00	$3,500.00
12	15" RCP STORM DRAIN, CL III	500	LF	$18.00	$9,000.00
13	18" RCP STORM DRAIN, CL III	120	LF	$24.00	$2,880.00
14	TYPE C GRATE INLET	2	EA	$2,500.00	$5,000.00
				SUBTOTAL	$174,732.50

CONSTRUCTION MANAGEMENT ONLY

SANITARY SEWER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	4' FIBERGLASS MANHOLE	4	EA	$2,800.00	$11,200.00
2	8" SANITARY SEWER PIPE SDR-26	1,443	LF	$20.00	$28,860.00
3	4" SANITARY SEWER SERVICE	31	EA	$650.00	$20,150.00
4	6" SANITARY SEWER CLEAN OUT	1	EA	$500.00	$500.00
5	TRENCH SAFETY PROTECTION	1,443	LF	$2.00	$2,886.00
				SUBTOTAL	$63,596.00

Total Estimated Construction Cost

Civil Improvements		$174,732.50
Sanitary Sewer Improvements		$63,596.00
Contingency (10% of Total)	$	23,832.85
SUB-TOTAL	$	**262,161.35**

Professional Costs

Basic Engineering Services (8% of Total Estimated Construction Cost)	$	15,376.46
Construction Management Basic Services (2% of Total Estimated Construction Cost for Sanitary Sewer Improvements Only)	$	1,399.11
SUB-TOTAL	$	**16,775.57**

Other Associated Costs

Geotechnical Engineering	$	4,000.00
Construction Material Testing	$	2,000.00
SUB-TOTAL	**$**	**6,000.00**

PROJECT TOTAL $ 284,936.92

Mayor Marcos Ochoa
Mayor Pro-Tem Patricia A. Cardenas
Alderman Tomas Cedillo
Alderman Jose Gonzalez
Alderman Antonio Flores Jr.
Alderman Jesus A. Avendaño
City Administrator Juan Ortiz
City Secretary Dina Garcia

CITY OF PEÑITAS

December 22, 2009

Fax 956-787-5291

Ms. Monica Luna, CDBG Coordinator
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Ref: Request for placement of Sames Engineering contract for next County Commission meeting

Dear Ms. Luna:

This letter is to request the placing of this item for Sames Engineering on the Barcelona and Espanola Heights project on the next County Commissioner meeting. Let me know if we need to meet and discuss this matter further or if you have any questions. Thank you and your staff for all of your assistance.

Sincerely

Juan Ortiz
City Administrator

P.O. Box 204 Peñitas, TX 78576 Phone- 956-581-3345 Fax- 956-581-3346 E-mail – citydepenitas@hotmail.com

AI-19113 **14.A.**

Reimbursement for Edward Jimenez for fuel

CC REGULAR

Date:	12/29/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Approval of reimbursement, as permitted under the County's approved Credit Card Fuel Policy, for the personal expenditure of fuel by Edward Jimenez for Pct.2 CWS vehicle with authority for County Treasurer to issue payment/check after County Auditor's Office review and completion of processing procedures.

BACKGROUND

Date: 12/16/09 - Inv#Trans 36105 - $51.28

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-431-00-122-004-0-626

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

BUDGETARY IMPACT:

Funding available in the amount of $800.55 as of 12/21/2009.

Attachments

Link: Purchase Affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2009 11:05 AM	APRV
2	Roland Garcia	Rolando Garcia	12/22/2009 01:54 PM	APRV
3	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 12/21/2009 09:23 AM

Final Approval Date: 12/23/2009

HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
Tran# 36105	12/16/09	$51.28	STRIPES #7308

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

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

SIGNATURE: Edward Jimenez

TITLE: Truck Driver III
PERSON MAKING PURCHASE

P
9-1200-431-00-122-004-0-626

Before me Yolanda M. Cisneros, a Notary Public, appeared Edward Jimenez and on h is oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H e /S further stated that h e /s requested payment of the same.

Yolanda M. Cisneros
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

(SEAL)

YOLANDA M. CISNEROS
Notary Public, State of Texas
My Commission Expires
March 27, 2010

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY JUDGE

APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: SFA-CA-004
REVISED: 2/89

MEMO

To: Miriam Jimenez, Auditor
Hidalgo County Auditors Dept.

From: Edward Jimenez, Truck Driver III
Hidalgo County Pct.#2

Date: 12/16/2009

I Edward Jimenez was having trouble with my fuel card and was not able to fuel my truck with my credit card, so I had to use my own personal money to pay for the fuel to take me to my job site.

Unit# 72

STRIPES # 7308
328 U S HWY 83
PHARR TEXAS
78501
IP48570597-001 STRIPES 7308
328 E US HWY 83
PHARR TX 78577

Descr.	qty	amount
UNLD CA #03	21.375G	51.28
	@ 2.399/ G	
	Sub Total	51.28
	Tax	0.00
	TOTAL	51.28
	CASH $	51.28

THANKS, COME AGAIN
REG# 0003 CSH# 012 DR# 01 TRAN# 36105
12/16/09 10:04:29 ST# 7308

Edwin Jimenez

AI-19147 **15.A.**

Emergency Transfer Report from Oct. through Dec. 2009
CC REGULAR

Date:	12/29/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Report and approval of emergency transfers from October through December 2009.

BACKGROUND

Emergency transfers report from Jan. through Sept. 2009 was approved by CC on 10-13-09, refer to AI #17980, item #22.A.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Submission of report only.

Attachments

Link: Emergency Transfer Report Oct.-Dec. 2009

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/23/2009 07:56 AM	APRV
2	Budget & Management	Erika Zamora	12/23/2009 09:11 AM	APRV
3	Erika Zamora	Erika Zamora	12/23/2009 10:45 AM	APRV
4	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Ivan Cantu — Started On: 12/22/2009 11:09 AM

Final Approval Date: 12/23/2009

Hidalgo County Non-Agenda Transfers
For the Period of October 1, 2009 through December 31, 2009

Date	JE #	Amount	Department	Reason
10/1/09	93790	50.00	Constable Pct. 3	To fund surety & notary bonds expenditures for a new Deputy Constable
10/6/09	93874	500,000.00	Public Defense*	To fund attorney vouchers.
10/7/09	93935	18,500.00	IT Countywide	To fund printers & cash drawers for the Odyssey Project.
10/8/09	93955	30,000.00	IT Countywide	Transfer into correct obj. code for partial funding in reference to the MediPlex Bldg.
10/14/09	94058	1,000.00	General Litigation	To fund legal services expenditures
10/15/09	94099	158.28	370th DC	To fund req #164159 for Dell Marketing L.P. (office & computer supplies)
10/16/09	94101	0.33	Calma Estates #2	To fund engineering & architectual expenditures
10/16/09	94102	0.12	Calma Estates	To fund engineering & architectual expenditures
10/16/09	94105	0.07	High Land	To fund indirect cost expenditures
10/16/09	94106	0.24	La Palma S/D	To fund indirect cost expenditures
10/16/09	94107	0.18	West Mer	To fund indirect cost expenditures
10/22/09	94171	100,000.00	Co. Wide Administration	To fund various funding needs
10/22/09	94172	2,836.38	Public Defender	To fund salaries & fringe benefits expenditures
10/30/09	94336	453.00	139th DC	To fund year end telephone expenditures
10/30/09	94337	550.00	JP Pct. 4, Plc 1	To fund year end telephone expenditures
10/30/09	94338	372.00	92nd DC	To fund year end telephone expenditures
10/30/09	94339	291.00	206th DC	To fund year end telephone expenditures
10/30/09	94351	420.00	Constable Pct. 5	To fund year end telephone expenditures
10/30/09	94352	400.00	Veterans Svcs	To fund year end telephone expenditures
10/30/09	94353	6,700.00	Pct. 1 Rd. Adm.	To fund year end telephone expenditures

Hidalgo County Non-Agenda Transfers
For the Period of October 1, 2009 through December 31, 2009

Date	JE #	Amount	Department	Reason
10/30/09	94354	320.00	Info Tech Dept.	To fund year end telephone expenditures
11/3/09	94447	16,206.83	CO, 2004-Pct. 2 Tax Office/WIC/HHS	To fund a portion of the Pct. 2 Adminstrative offices and other Co. offices project.
11/3/09	94448	2,300.00	Co. Judge	To fund telephone expenditures
11/4/09	94481	880.00	Info Tech Dept.	To fund telephone expenditures
11/4/09	94494	75,000.00	Co. Wide Adm.	To fund Jury Fees from Co. Wide Contigency account
11/5/09	94497	48,229.12	Co. Wide Adm.	To fund General Litigation claims.
11/5/09	94498	46,000.00	General Litigation*	To fund General Litigation settlement approved by CC on 11/3/09
11/5/09	94499	52,000.00	Jury Fees*	To fund Jury Fees expenditures.
11/9/09	94532	7,936.08	Human Resources	To fund req #165321 for Dell Marketing, LP, requisition pending reclassification to obj. code 665
11/9/09	94533	100.00	Pct. 1 Sanitation	To fund collection site lease contracts for the month of Dec. 2009 PO #615227 & 615212
11/9/09	94534	420.00	Info Tech Dept.	To fund req #165120 for HEB Wireless, Inc.
11/17/09	94688	200,408.12	CO 2009-Pct. 4 Dickerson Pond	Additional funding to cover the 112.29 Acre Land Acquisition for the Pct. 4 Dickerson Pond.
11/18/09	94697	125.00	Info Tech Dept.	To fund registration fees
11/24/09	94747	40,000.00	Pct. 3-Jessan S/D	To fund Jury Fees expenditures.
11/24/09	94748	401.00	Co. Wide Adm.	To fund electricity services settlement with Reliant Energy, refer to AI #17987, CC 10-13-09
11/30/09	94821	40,000.00	Jury Fees*	To fund Jury Fees expenditures.
11/30/09	94822	40,000.00	Co. Wide Adm.	To reverse JE #94747 posted to the wrong account (Pct. 3-Jessan S/D)
12/2/09	94966	250.00	Constable Pct. 3	To fund registration fees
12/3/09	94977	55,608.26	Elections Dept.	To fund postage expenditures for massive mailout of voter registration cards.
12/9/09	95058	21,300.00	IT Dept.	To fund additional storage and server for backup

Hidalgo County Non-Agenda Transfers
For the Period of October 1, 2009 through December 31, 2009

Date	JE #	Amount	Department	Reason
12/9/09	95059	60,000.00	IT Dept.	To fund telephone expenditures
12/9/09	95060	6,517.99	Planning Dept.	To fund purchase of new plotter machine
12/10/09	95067	1,500.00	Facilities Management	To fund late fees due to late water & electricity payments
12/10/09	95068	800.00	JP Pct. 2, Plc 2	To fund telephone expenditures
12/18/09	95274	900,000.00	Public Defense*	To fund public defense legal services expenditures (i.e. attorney voucher payments)
12/18/09	95275	900,000.00	Co. Wide Adm.	To fund public defense legal services expenditures (i.e. attorney voucher payments)
Total Transfers as of 12/18/2009		**$ 3,178,034.00**		

*Funded from County Wide Contingency.

AI-19175 **15.B.**

Eliminate eligibility for county leave

CC REGULAR

Date:	12/29/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

1. Approval to eliminate eligibility for County leave, health, and longevity pay benefits for Texas Agrilife Extension agents whose salaries are only supplemented by the County as these benefits are provided by the Texas A&M System - Effective FY 2010.
2. Approval to reclassify county provided compensation to Texas Agrilife Extension Agents from Salaries (Obj. Code 113) to Supplemental Pay (Obj. Code 117) effective the first full pay period in 2010.
3. Approval to negotiate a memorandum of agreement between Hidalgo County and the Texas Agrilife Extension Service.
4. Approval of revised 2010 Salary Schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Link: revised salary schedule

Link: statute

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/23/2009 02:35 PM	APRV
2	Sylvia Solis	Sylvia Solis	12/23/2009 05:14 PM	APRV
3	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Angela Garcia — Started On: 12/23/2009 02:26 PM

Final Approval Date: 12/23/2009

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-461-00-380-001-0

AI - 19175

TX AGRILIFE EXT

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	EXECUTIVE SECR	35,201.25	0.00	0.00	0	0.00	0.00	35,201.25	35,201.00	1,080.00	0.00	0.00	0.00	0.00	1,080.00
0002	113	4H YTH OUTREACH COORDN	33,790.05	0.00	0.00	0	0.00	0.00	33790..05	33,790.00	300.00	0.00	0.00	2,873.00	0.00	3,173.00
0003	113	SECRETARY	30,048.00	0.00	0.00	0	0.00	0.00	30,048.00	30,048.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	SECRETARY	30,048.00	0.00	0.00	0	0.00	0.00	30,048.00	30,048.00	840.00	0.00	0.00	0.00	0.00	840.00
A005	**117**												**24,868.00**			
~~0005~~	~~113~~	C E A-AG/ COUNTY COORDINATOR	~~24,868.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~24,868.00~~	~~24,868.00~~	~~1,140.00~~	0.00	~~0.00~~	4,838.00	0.00	29,706.00
A006	**117**												**24,868.00**			
~~0006~~	~~113~~	C E A-FCS	~~24,868.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~24,868.00~~	~~24,868.00~~	~~300.00~~	0.00	~~0.00~~	4,838.00	0.00	29,706.00
0007	113	FAMILY & CONSUMER SCIENCE PROG	22,830.00	0.00	0.00	0	0.00	0.00	22,830.00	22,830.00	0.00	0.00	0.00	2,873.00	0.00	2,873.00
A008	**117**												**20,475.00**			
~~0008~~	~~113~~	C E A-FR	~~20,475.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~20,475.00~~	~~20,475.00~~	~~480.00~~	0.00	~~0.00~~	4,838.00	0.00	25,313.00
A009	**117**												**20,475.00**			
~~0009~~	~~113~~	C E A-HORTICUL	~~20,475.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~20,475.00~~	~~20,475.00~~	~~660.00~~	0.00	~~0.00~~	0.00	0.00	20,475.00
A010	**117**												**17,195.00**			
~~0010~~	~~113~~	C E A - 4-H	~~17,195.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~17,195.00~~	~~17,195.00~~	~~300.00~~	0.00	~~0.00~~	0.00	0.00	17,195.00
0011	113	RECEPTIONIST	15,773.00	0.00	0.00	0	0.00	0.00	15,773.00	15,773.00	0.00	0.00	0.00	0.00	0.00	0.00
			275,571.30	0.00	0.00		0.00	0.00	241,781.25	275,571.00	5,100.00	0.00	107,881.00	20,260.00	0.00	130,361.00

1. Approval to eliminate eligibility for County leave, health, and longevity pay benefits for Texas Agrilife Extension agents whose salaries are only supplemented by the County as these benefits are provided by the Texas A&M System - Effective FY 2010.

2. Approval to reclassify county provided compensation to Texas Agrilife Extension Agents from Salaries (Obj. Code 113) to Supplemental Pay (Obj. Code 117) effective the first full pay period in 2010.

Pending CC approval.

B56-327-8m-L

GENERAL AND SPECIAL LAWS

OF

THE STATE OF TEXAS

PASSED BY THE

FORTIETH LEGISLATURE

AT THE

REGULAR SESSION

CONVENED AT THE

CITY OF AUSTIN, JANUARY 11, 1927

AND

ADJOURNED MARCH 16, 1927

PRINTED UNDER THE AUTHORITY OF
THE STATE OF TEXAS

JANE Y. McCALLUM, Secretary of State

purposes, be used by the Governor in paying compensation and expenses of witnesses coming from points outside of this State to testify before any grand jury in this State in any criminal investigation, or appear and testify in any criminal prosecution, trial or case in this State. Provided that when any part of said fund is used in paying compensation and expenses of witnesses for either party in any criminal case, a like sum shall be allowed the opposite party for the payment of compensation and expenses of like witnesses. Said money shall be paid out on accounts approved by the Governor and on warrants issued by the Comptroller in accordance with the General Laws of this State.

SEC. 2. The importance of this Act and the fact that the appropriation for the Governor for the enforcement of the law and other purposes as hereinbefore mentioned is about exhausted, and the further fact that in many instances it is necessary to have witnesses from outside this State in criminal investigations and prosecutions in order to bring to justice law violators, creates an emergency and an imperative public necessity that the constitutional rule requiring bills to be read on three several days in each House be suspended, and that said rule is hereby suspended, and that this Act shall take effect and be in force from and after its passage, and it is so enacted.

Approved January 27, 1927.
Effective January 27, 1927.

COUNTY DEMONSTRATION WORK.

S. B. No. 82.] CHAPTER 6.

An Act to amend Article 164 of the Revised Civil Statutes of Texas 1925, providing that the Commissioners' Court of any county of this State is authorized to establish and conduct co-operative demonstration work in agriculture and home economics in co-operation with the Agricultural and Mechanical College of Texas, upon such terms and conditions as may be agreed upon by the Commissioners' Court and the agents of the Agricultural and Mechanical College of Texas; and providing that any such court may employ such means, and appropriate and expend such sums of money as may be necessary to effectively carry on such demonstration work in agriculture and home economics in their respective counties; and declaring an emergency.

Be it enacted by the Legislature of the State of Texas:

SECTION 1. That Article 164 of the Revised Civil Statutes of Texas 1925, be, and the same is hereby amended so as to read hereafter as follows, to-wit:

Article 164.—Demonstration Work—The Commissioner's Court of any county of this State is authorized to establish and conduct co-operative demonstration work in agriculture and home economics in co-operation with the Agricultural and Me-

chanical College of Texas, upon such terms and conditions as may be agreed upon by the Commissioners' Court and the agents of the Agricultural and Mechanical College of Texas; and may employ such means, and may appropriate and expend such sums of money as may be necessary to effectively establish and carry on such demonstration work in agriculture and home economics in their respective counties.

SEC. 2. The fact that the present law authorizing cooperative demonstration work in agriculture and home economics is inadequate, and the fact that on account of such inadequacy, many counties of this State are prevented from effectively carrying on such demonstration work in agriculture and home economics; and the fact that it is for the best interest of the State that such counties should be authorized as early as possible to inaugurate such work, creates an emergency and an imperative necessity requiring that the constitutional rule requiring bills to be read on three several days be suspended, and the same is hereby suspended, and this Act will take effect and be in force from and after its passage; and it is so enacted.

Approved January 31, 1927
Effective January 31, 1927.

REORGANIZATION OF THE FORTY-SEVENTH JUDICIAL DISTRICT AND CREATION OF ONE HUNDRED-EIGHTH JUDICIAL DISTRICT.

H. B. No. 313.] CHAPTER 7.

An Act amending Title 8, Article 199 of the Revised Civil Statutes of the State of Texas, 1925, page 100, Subdivision 47, third paragraph, by providing for the reorganization of the 47th Judicial District, naming the counties constituting the same, and creating and organizing the 108th Judicial District of Texas, and naming the county constituting the same; fixing the times and terms of the holding of the district court in the counties of such respective districts; and providing for the appointment of a district Judge for the 108th Judicial District; and making provision in reference to process issued, bonds and recognizances made and grand and petit jurors drawn before this Act takes effect; and providing for the continuance in office of the Judge and District Attorney, respectively, for the 47th Judicial District; also providing for the jurisdiction of said courts as to civil and criminal business; and fixing the time of taking effect of this Act; and providing for the district clerk and repealing all laws and parts of laws in conflict herewith, and declaring an emergency.

Be it enacted by the Legislature of the State of Texas:

SECTION 1. That the 47th Judicial District of Texas shall be composed of the counties of Randall, Potter and Armstrong, and the terms of said Court shall be held in said counties as follows:

AI-19085 **15.C.1.**

Extend temporary positions approved in 2009

CC REGULAR

Date:	12/29/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Salary Schedule Changes

Information

CAPTION

Discussion, consideration, and approval to extend forty (40) temporary positions approved in 2009 and needed in 2010 as listed on the attachment.

BACKGROUND

Fiscal Impact

Attachments

Link: LIST

Link: backup- DA'S

Link: backup- pct no. 1

Link: backup- pct no. 2

Link: backup- pct no. 3

Link: backup- jp 4-1

Link: backup- juvenile

Link: backup- wic

Link: backup- county clerks

Link: backup- elections

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	12/22/2009 04:08 PM	APRV
2	Budget & Management	Erika Zamora	12/22/2009 04:10 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/23/2009 05:17 PM	APRV
4	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Sylvia Solis — Started On: 12/17/2009 04:21 PM

Final Approval Date: 12/23/2009

HIDALGO COUNTY

Department Of Budget & Management

COUNTY WIDE - TEMPORARY POSITIONS

Effective January 1, 2010

DEPARTMENT/ ACCT NO.	SLOT NO.	OBJ. CODE	POSITION TITLE	2009 BUDGETED SALARY APPROVED
JP PCT 4/PL 1				
0-1100-412-00-067-001-0				
	T009	121	CLERK I	16,640.00
DA BAD CK				
0-1222-412-00-080-006-0				
	T020	122	CLERK TYPIST	7,192.00
	T011	122	CLERK TYPIST	8,091.00
	T022	122	CLERK TYPIST	3,600.00
	T018	122	CLERK TYPIST	3,600.00
	T019	122	CLERK TYPIST	3,600.00
	T009	122	CLERK TYPIST	13,560.00
	T023	122	CLERK TYPIST	3,600.00
	T024	122	CLERK TYPIST	3,600.00
	T021	122	CLERK TYPIST	3,600.00
D.A. STATE SUPPLEMENT				
0-1281-412-00-080-010-0				
	T001	122	CLERK TYPIST	8,091.00
	T002	122	CLERK TYPIST	8,091.00
	T003	122	CLERK TYPIST	8,091.00
DIST CLERK				
0-1100-412-00-090-001-0				
	T069	121	ASSISTANT DEPUTY CLERK	22,290.00
	T068	121	ASSISTANT DEPUTY CLERK	22,290.00
	T070	121	ASSISTANT DEPUTY CLERK	22,290.00
PCT.1 P/U RD				
0-1201-431-00-121-005-0				
	T087	121	CHIEF ADMINISTRATOR	84,357.00
PCT.2 P/U RD				
0-1202-431-00-122-006-0				
	T059	121	MAINTENANCE I	19,760.00
	T079	121	ENGINEERING TECHNICIAN II	39,083.00
PCT.3 P/U RD				
0-1203-431-00-123-005-0				
	T070	121	OFFICE CLERK	18,720.00
	T071	121	OFFICE CLERK	18,720.00

HIDALGO COUNTY

Department Of Budget & Management

COUNTY WIDE - TEMPORARY POSITIONS

Effective January 1, 2010

DEPARTMENT/ ACCT NO.	SLOT NO.	OBJ. CODE	POSITION TITLE	2009 BUDGETED SALARY APPROVED
ELECTIONS DEPT				
0-1100-414-00-130-001-0				
	T103	121	DATA PROCESSOR	16,640.00
	T110	121	ELECTION SPECIALIST	16,640.00
	T111	121	ELECTION SPECIALIST	16,640.00
	T112	121	ELECTION SPECIALIST	16,640.00
	T113	121	ELECTION SPECIALIST	16,640.00
	T114	121	ELECTION SPECIALIST	16,640.00
	T115	121	ELECTION SPECIALIST	16,640.00
	T116	121	ELECTION SPECIALIST	16,640.00
	T117	121	ELECTION SPECIALIST	16,640.00
	T118	121	ELECTION SPECIALIST	16,640.00
	T119	121	ELECTION SPECIALIST	16,640.00
CO CLERK - RECORD ARCHIVE				
0-1100-415-40-180-002-0				
	T009	121	DEPUTY CLERK	16,640.00
HIDTA CHAPTER 59				
0-1251-412-00-270-011-0				
	T014	122	CLERK TYPIST	8,095.00
JUV PROB				
0-1100-423-60-330-002-0				
	T053	121	JCCC MONITOR	5,850.00
	T054	121	JCCC MONITOR	5,850.00
	T055	121	JCCC MONITOR	5,850.00
	T056	121	JCCC MONITOR	5,850.00
TJPC-Y				
0-1294-423-00-330-012-0				
	T009	121	JCCC MONITOR	5,850.00
	T010	121	JCCC MONITOR	5,850.00

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **Office of Criminal District Attorney -270** DATE: **December 17, 2009**

CURRENT POSITION TITLE: **Clerk Typist** CURRENT SLOT. #: **T014**

REQUESTED POSITION TITLE: **SAME AS ABOVE**
(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: $ ~~8,095.00~~ 0.00 (Current Budgeted Salary) $ 8,095 (Proposed Budgeted Salary) $ ~~0.00~~ 8095.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other **D.A.'s HIDTA Account**

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $9.00

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:

01/01/2010	12/31/2010	M-F 4 hrs	17	
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)

Clerk Typist position to assist in the D.A. HIDTA Office.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **Office of Criminal District Attorney -270** DATE: **December 17, 2009**

CURRENT POSITION TITLE: **Clerk Typist** CURRENT SLOT. #: **T014**

REQUESTED POSITION TITLE: **SAME AS ABOVE**
(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: $ ~~8,095.00~~ 0.00 (Current Budgeted Salary) $ 8,095 (Proposed Budgeted Salary) $ ~~0.00~~ 8095.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other **D.A.'s HIDTA Account**

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $9.00

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:

01/01/2010	12/31/2010	M-F 4 hrs	17	
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)

Clerk Typist position to assist in the D.A. HIDTA Office.

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

Not a new position.

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

Job Description on file with HR Department.

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

See 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.	Roy Cazares for Rene Guerra DEPARTMENT HEAD	12/17/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/23/2009. DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **Office of Criminal District Attorney -080** DATE: **December 17, 2009**

CURRENT POSITION TITLE: **Clerk Typist** CURRENT SLOT. #: **T011**

REQUESTED POSITION TITLE: **SAME AS ABOVE**
(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: $ ~~8,091.00~~ 0.00 Current Budgeted Salary $ 8,091.00 Proposed Budgeted Salary $ ~~0.00~~ 8091.00 Net Change

Position to be funded from one of the following:

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

☑ Other **D.A.'s Hot Checks Account**

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $9.00

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:

01/01/2010	12/31/2010	M-F 4hrs daily	17	
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)

Clerk Typist position to assist in the D.A. Office.

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

Not a new position.

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

Job Description on file with HR Department.

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

See 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.	Roy Cazares for Rene Guerra DEPARTMENT HEAD	12/17/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	 HUMAN RESOURCES DIRECTOR	 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	12/23/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	 COMMISSIONERS COURT APPROVAL	 DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **Office of Criminal District Attorney -080**

DATE: **December 17, 2009**

CURRENT POSITION TITLE: **Clerk Typist**

CURRENT SLOT. #: **T022,T018,T019,T023,T024 &T021**

REQUESTED POSITION TITLE: **SAME AS ABOVE**
(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: $ ~~3,600.00~~ 0.00 Current Budgeted Salary | $ 3,600.00 Proposed Budgeted Salary | $ ~~0.00~~ 3600.00 Net Change

Position to be funded from one of the following:

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

☑ Other **D.A.'s Hot Checks Account**

POSITION Type:

Full Time Employee Object 113 ☐ | Part Time Employee Object 114 ☐ | $10.00 Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

01/01/2010	12/31/2010	M-F 8 hrs	40	3 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)

Clerk Typist position to assist in the D.A. Office.

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

Not a new position.

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

Job Description on file with HR Department.

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

See 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.	Roy Cazares for Rene Guerra DEPARTMENT HEAD	12/17/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/23/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **Office of Criminal District Attorney -080** DATE: **December 17, 2009**

CURRENT POSITION TITLE: **Clerk Typist** CURRENT SLOT. #: **T009**

REQUESTED POSITION TITLE: **SAME AS ABOVE**
(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: $ ~~13,560.00~~ 0.00 (Current Budgeted Salary) $ 13,560.00 (Proposed Budgeted Salary) $ ~~0.00~~ 13,560.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other **D.A.'s Hot Checks Account**

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $20.00

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:

01/01/2010	12/31/2010	M-F 4 hrs	17	
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)

Clerk Typist position to assist in the D.A. Office.

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

Not a new position.

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

Job Description on file with HR Department.

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

See 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.	Roy Cazares for Rene Guerra DEPARTMENT HEAD	12/17/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	 HUMAN RESOURCES DIRECTOR	 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	12/23/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	 COMMISSIONERS COURT APPROVAL	 DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **Office of Criminal District Attorney -080** DATE: **December 17, 2009**

CURRENT POSITION TITLE: **Clerk Typist** CURRENT SLOT. #: **T001-T003**

REQUESTED POSITION TITLE: **SAME AS ABOVE**
(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: $ ~~8,091.00~~ 0.00 (Current Budgeted Salary) $ 8,091.00 (Proposed Budgeted Salary) $ ~~0.00~~ 8091.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other **D.A.'s State Supplement**

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $9.00

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:

01/01/2010	12/31/2010	M-F 4 hrs	17	
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)

Clerk Typist position to assist in the D.A. Office.

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

Not a new position.

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

Job Description on file with HR Department.

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

See 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.	Roy Cazares for Rene Guerra DEPARTMENT HEAD	12/17/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	 HUMAN RESOURCES DIRECTOR	 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	12/23/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	 COMMISSIONERS COURT APPROVAL	 DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **Office of Criminal District Attorney -080** DATE: **December 17, 2009**

CURRENT POSITION TITLE: **Clerk Typist** CURRENT SLOT. #: **T020**

REQUESTED POSITION TITLE: **SAME AS ABOVE**
(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: $ ~~7,192.00~~ 0.00 Current Budgeted Salary $ 7,192.00 Proposed Budgeted Salary $ ~~0.00~~ 7192.00 Net Change

Position to be funded from one of the following:

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

☑ Other **D.A.'s Hot Checks Account**

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $8.00 Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

01/01/2010	12/31/2010	M-F 4hrs daily	17	
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)

Clerk Typist position to assist in the Checks Section.

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

Not a new position.

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

Job Description on file with HR Department.

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

See 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.	Roy Cazares for Rene Guerra DEPARTMENT HEAD	12/17/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/23/2009 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 Dat Tuesday, December 29, 2009

Agenda Item: **19085**

Summary of request/proposal:
The DA's office is requesting approval to extend various temporary part-time positions for calendar/ fiscal year 2010 in the Bad Check (080-006) and State Supplement (080-010) programs. Positions effective January 01, 2009.

Fund	Current/ Extended Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1222	CLERK TYPIST	-	T009	122	$0.00	$13,560.00	$13,560.00
1222	CLERK TYPIST	-	T011	122	$0.00	$8,091.00	$8,091.00
1222	CLERK TYPIST	-	T018	122	$0.00	$3,600.00	$3,600.00
1222	CLERK TYPIST	-	T019	122	$0.00	$3,600.00	$3,600.00
1222	CLERK TYPIST	-	T020	122	$0.00	$7,192.00	$7,192.00
1222	CLERK TYPIST	-	T021	122	$0.00	$3,600.00	$3,600.00
1222	CLERK TYPIST	-	T022	122	$0.00	$3,600.00	$3,600.00
1222	CLERK TYPIST	-	T023	122	$0.00	$3,600.00	$3,600.00
1222	CLERK TYPIST	-	T024	122	$0.00	$3,600.00	$3,600.00
						TOTAL	$46,843.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1222-412-00-080-006-0-	122	DA'S BAD CK-	TEMP P/T EMPLOYEES	$46,843.00
9-1222-412-00-080-006-0-	211	DA'S BAD CK-	HEALTH INSURANCE	-
9-1222-412-00-080-006-0-	212	DA'S BAD CK-	LIFE INSURANCE	-
9-1222-412-00-080-006-0-	220	DA'S BAD CK-	FICA	$3,583.49
9-1222-412-00-080-006-0-	230	DA'S BAD CK-	RETIREMENT	-
9-1222-412-00-080-006-0-	250	DA'S BAD CK-	UNEMPLOYMENT COMP	$234.22
9-1222-412-00-080-006-0-	260	DA'S BAD CK-	WORKER'S COMP	-
			2010 Budgetary Impact	$50,660.71

2011 Budgetary Impact: -

Possible Funding Sources: FUND 1222

Fund	Current/ Extended Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1281	CLERK TYPIST	-	T001	122	$0.00	$8,091.00	$8,091.00
1281	CLERK TYPIST	-	T002	122	$0.00	$8,091.00	$8,091.00
1281	CLERK TYPIST	-	T003	122	$0.00	$8,091.00	$8,091.00
						TOTAL	$24,273.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1281-412-00-080-010-0-	122	DA STATE SUP.·	TEMP P/T EMPLOYEES	$24,273.00
0-1281-412-00-080-010-0-	211	DA STATE SUP.·	HEALTH INSURANCE	-
0-1281-412-00-080-010-0-	212	DA STATE SUP.·	LIFE INSURANCE	-
0-1281-412-00-080-010-0-	220	DA STATE SUP.·	FICA	$1,856.88
0-1281-412-00-080-010-0-	230	DA STATE SUP.·	RETIREMENT	-
0-1281-412-00-080-010-0-	250	DA STATE SUP.·	UNEMPLOYMENT COM	$121.37
0-1281-412-00-080-010-0-	260	DA STATE SUP.·	WORKER'S COMP	-
			2010 Budgetary Impact	$26,251.25

2011 Budgetary Impact: -

Possible Funding Sources: FUND 1281

Budget Office Recommendation:

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. # 1 / 121 **DATE:** Dec. 21, 2009

CURRENT POSITION TITLE: Chief Administrator **CURRENT SLOT. #:** T087

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Chief Administrator

REQUEST FOR:

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

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

POSITION SALARY REQUEST: 0.00

Salary Amount: $ ~~84,357.00~~ (Current Budgeted Salary) $ 84,357.00 (Proposed Budgeted Salary) $ 84,357.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget 1201-431-00-121-005 ☐ 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:

Jan. 1, 2010	April 30, 2010	M-F, 8-5	40	4 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)

This is a temporary position required due to the current Chief Administrator out on Leave of Absence.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. # 1 / 121 **DATE:** Dec. 21, 2009

CURRENT POSITION TITLE: Chief Administrator **CURRENT SLOT. #:** T087

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Chief Administrator

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 84,357.00 (Current Budgeted Salary) $ 84,357.00 (Proposed Budgeted Salary) $ 0 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget 1201-431-00-121-005 ☐ 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:

Jan. 1, 2010	April 30, 2010	M-F, 8-5	40	4 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)

This is a temporary position required due to the current Chief Administrator out on Leave of Absence.

2.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **DATE:**

CURRENT POSITION TITLE: **CURRENT SLOT. #:**

REQUESTED POSITION TITLE:
(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: $ 84,357.00 (Current Budgeted Salary) $ 84,357.00 (Proposed Budgeted Salary) $ 0 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ 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:

01/01/2010	April 30, 2010	M-F-8-5	40	4 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)

This temporary position is required due to the permanent Chief Administrator taking a leave of Absence

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

N/A

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

N/A

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

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	12/21/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/23/2009 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

COUNTY of HIDALGO

SYLVIA S. HANDY
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733
(956) 969-1417 Fax

FACSIMILE TRANSMITTAL SHEET

TO: Dina

FROM: Dr. Lorie Ochoa Le

COMPANY: Budget

DATE: 12/21/09

RECIPIENT'S FAX NUMBER: 956-292-7035

TOTAL NO. OF PAGES INCLUDING COVER: 3

SENDER'S PHONE NUMBER: (956) 968-8733

SENDER'S FAX NUMBER: (956) 969-1417

RE:

= URGENT = FOR REVIEW = PLEASE COMMENT = PLEASE REPLY = PLEASE RECYCLE

The information contained in or attached to this facsimile message is privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are herby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by telephone and return the original message to us via mail at the above stated address. Thank you.

THE COUNTY OF HIDALGO TEXAS

Joseph Palacios? admin

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	**Chief Administrator**	**FLSA Status:**	**Exempt**
Dept No:	**121-124**	**Civil Service Status:**	**Exempt**

SUMMARY:
This is a highly confidential position, which requires decision-making and county policy implementation. Provides administrative and production reports on various precinct concerns/activities. Acts in the capacity of a community relations/governmental affairs liaison, coordinating activities and reports, addressing community relations concerns, receiving inquires from constituents, government and public/private agencies; and representing the Commissioner at public functions as directed.

The Chief Administrator is appointed by and serves at the will of the County Commissioners.

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;

CERTIFICATES, LICENSES, REGISTRATIONS
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

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

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

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

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

The noise level in the work environment is usually moderate;

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

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations;

Post-it® Fax Note 7671	Date 12/21/09	# of pages ▶ 2
To Vernicia	From Joann	
Co./Dept. Budget	Co. Pct #1	
Phone #	Phone #	
Fax # 292-7035	Fax # 292-7035	

Approved 2001

COUNTY of HIDALGO

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

MEMO

To: Raul Silguero, Budget Office

From: Emilio Cisneros, Human Resource Manager

CC: Dr. Lori Ochoa, Chief Administrator

Date: December 22, 2009

Re: Temporary Truck Driver III

This Memo is to inform you that Precinct One will no longer need the position of Temporary Truck Driver (001-T027). We are aware that this position will expire on December 31, 2009. Therefore, there is no need to extend this position.

If you have any question please, feel free to call me at (956) 973-7800, Ext: 1004.

DEC-23-2009 03:15 From: To:9292703S Page:1/1

COUNTY of HIDALGO

SYLVIA S. HANDY
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733
(956) 969-1417 Fax

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Valde Guerra	Dr. Lurie Ochoa
COMPANY:	DATE:
956-292-7034	Dec. 21, 09
RECIPIENT'S FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
	2
SENDER'S PHONE NUMBER:	SENDER'S FAX NUMBER:
(956) 968-8733	(956) 969-1417
RE:	
Temporary Position	

= URGENT = FOR REVIEW = PLEASE COMMENT = PLEASE REPLY = PLEASE RECYCLE

The information contained in or attached to this facsimile message is privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are herby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by telephone and return the original message to us via mail at the above stated address. Thank you.

COUNTY of HIDALGO

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

December 21, 2009

Valde Guerra
Commissioner's Court Executive Officer
2808 South Business Highway 281
Edinburg, Texas 78539

Dear Valde,

I am formally requesting that the following temporary position be maintained through the end of 2009 and into 2010:

Slot Number: T-087
Job Title: Chief Administrator
Salary: $84,357.00

If you have any concerns or should you need additional information, please do not hesitate to contact me. Thank you for your assistance.

Sincerely,

Sylvia S. Handy
County Commissioner
Precinct One

SSH: lo

THE COUNTY OF HIDALGO TEXAS

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 Dat Tuesday, December 29, 2009

Agenda Item: 19085

Summary of request/proposal:
The Pct. No. 1 Office is requesting approval to extend one (1) temporary full time Chief Administrator position, slot no. T087, budgeted hourly rate $41.00. Position (s) effective January 01, 2010.

Fund	Current/ Extended Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1201	CHIEF ADMINISTRATOR	-	T087	121	$0.00	$84,357.00	$84,357.00
						TOTAL	$84,357.0

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1201-431-00-121-005-0-	121	PCT1 P/U RD-	TEMP F/T EMPLOYEES	$42,016.9
0-1201-431-00-121-005-0-	211	PCT1 P/U RD-	HEALTH INSURANCE	-
0-1201-431-00-121-005-0-	212	PCT1 P/U RD-	LIFE INSURANCE	-
0-1201-431-00-121-005-0-	220	PCT1 P/U RD-	FICA	$3,214.3
0-1201-431-00-121-005-0-	230	PCT1 P/U RD-	RETIREMENT	-
0-1201-431-00-121-005-0-	250	PCT1 P/U RD-	UNEMPLOYMENT COMP	$210.
0-1201-431-00-121-005-0-	260	PCT1 P/U RD-	WORKER'S COMP	$0.
			2010 Budgetary Impact	$45,441.

2011 Budgetary Impact: -

Possible Funding Sources FUND 1201- PCT. NO. 1 RD ADM.

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct. 2/122

DATE: 12/21/2009

CURRENT POSITION TITLE: Engineering Tech II

CURRENT SLOT. #: 006-T079

REQUESTED POSITION TITLE:
(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) $ 39,083.00 (Proposed Budgeted Salary) $ 39,083.00 (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:

01/01/2010	06/01/2010	8a.m.-5p.m. Monday-Friday	40 hrs	6 Months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Request is essential due to our departments efforts to Construct drainage within the Precincts. The Engineer Tech will assist the County Engineer in designs of drainage projects.

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

SEE ATTACHED JOB DESCRIPTION

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	12/21/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/23/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

JOB TITLE: Engineering Technician II FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 CIVIL SERVICE STATUSES: NON EXEMPT

JOB SUMMARY

Under direction, the Engineering Technician II performs complex responsible sub-professional civil engineering work in support of the department activities; and other related work as required. Supervisor provides occasional instructions; advice, answer questions when necessary, and reviews work occasionally upon completion. A registered professional Engineer or Designer supervises design activity. Employee must have ability to perform effectively with little supervision in various work situations having deviations and irregularities; must be able to interpret engineering field data and incorporate such data into design plans; ability to plan and supervise the work of lower level aides.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Performs calculations and drafting for design work; includes production of quantity summaries, hydraulic studies, roadway design plans, utility studies, right-of-way maps, traffic control. Lighting/signal plans.
- Uses AutoCAD software to prepare & draft engineering plans and profiles; draw charts on statistical data, and update & revise storm, water and base maps and other maps such as beard maps, annexation maps, master atlas and address maps.
- May use Civil/Survey, Earthworks, Design, DTM, COGO, and other interactive graphics design programs.
- Provides information to the public regarding utilities, easements, fences, right-of-way addresses and flood zones.
- Learns additional automated design tools
- Prepares and drafts engineering plans and profiles, both computerized and free hand.
- May review own work and work done by others in the section for drafting and calculation errors.
- Performs surveys and field work such as inspecting; prepares filed notes; designing of presentation maps for other departments.
- Works on the reproduction of plans; record keeping of plans. May file and make copies; updates and arranges filing system.
- Information research for other departments, including utilities, right-of-way, structural, architectural, and mechanical information.
- Writes general notes, specifications, and special provisions.
- May attend specialized design schools.
- May schedule, coordinate and prepare plans and documents for public hearings.
- Ability to work well with others

ESSENTIAL DUTIES AND RESPONSIBILITIES (cont.)

- Regular attendance is a must.
- Performs such other duties as may be assigned.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. These 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. Must have background knowledge of using AUTOCAD software and preparation of design plans. Knowledge of other equipment use includes printers and plotters, calculator, drafting tools, copier, surveying instrument, and measuring equipment. Must also have some background knowledge on Subdivision Rules and Regulations and preparation of Subdivision plans.

EDUCATION and/or EXPERIENCE

- High School diploma and an Associate Degree from a Technical Institute, CAD intermediate level certification and 4 years experience in Computer Aided Drafting and Civil Engineering design.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have proof of a current valid Texas Motor Vehicle Operators license and current liability insurance.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. 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; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, 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.

The noise level in the work environment is usually loud.

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

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:
- Making sound decisions and using good judgment
- Handling financial affairs effectively and honestly
- Maintaining confidentiality
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:
- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM
Required to follow all departments' safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Hidalgo County Precinct II/122

DATE:
12/21/2009

CURRENT POSITION TITLE:
Maintenance I

CURRENT SLOT. #:
T059

REQUESTED POSITION TITLE:
(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) $ 19,760.00 (Proposed Budgeted Salary) $ 19,760.00 (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
$ 9.50*2080= $19,760.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

01/01/2010	06/01/2010	8a.m.-5p.m. Monday-Friday	40 hrs	6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Request for maintenance position is essential for the continued operation of the department servicing functions.

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

SEE ATTACHED JOB DESCRIPTION

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	12/21/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/ DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

JOB TITLE: Maintenance I — FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 — CIVIL SERVICE STATUSES: NON EXEMPT

SUMMARY

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High School diploma or GED;
- Experience in masonry and cement work.

CERTIFICATES, LICENSES, REGISTRATIONS

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

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.

- Employee working in the installation of signs may use a jackhammer, pole-hole digger, hole-auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manual.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

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

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

WORK ENVIRONMENT

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

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

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following;

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations

Hidalgo County

Department of Budget & Management

FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Dat Tuesday, December 29, 2009

Agenda Item: 19085

Summary of request/proposal:

The Pct. No. 2 office is requesting approval to extend one (1) temporary full time Engineering Technician II position, slot no. T079 budgeted hourly rate $18.79 and one (1) temporary full time Maintenance I position, slot no. T059, budgeted hourly rate $8.50. Position (s) effective January 01, 2010.

Fund	Current/ Extended Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1202	MAINTENANCE I	-	T059	121	$0.00	$19,760.00	$19,760.00
1202	ENGINEERING TECHNICIAN II	-	T079	121	$0.00	$39,083.00	$39,083.00
						TOTAL	$58,843.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1202-431-00-122-006-0-	121	PCT2 P/U RD-	TEMP F/T EMPLOYEES	$29,308.77
0-1202-431-00-122-006-0-	211	PCT2 P/U RD-	HEALTH INSURANCE	-
0-1202-431-00-122-006-0-	212	PCT2 P/U RD-	LIFE INSURANCE	-
0-1202-431-00-122-006-0-	220	PCT2 P/U RD-	FICA	$2,242.12
0-1202-431-00-122-006-0-	230	PCT2 P/U RD-	RETIREMENT	-
0-1202-431-00-122-006-0-	250	PCT2 P/U RD-	UNEMPLOYMENT COMP	$146.54
0-1202-431-00-122-006-0-	260	PCT2 P/U RD-	WORKER'S COMP	$0.00
			2010 Budgetary Impact	$31,697.43

2011 Budgetary Impact: -

Possible Funding Sources **FUND 1202 (PCT. 2 P/U RD)**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Hidalgo County Precinct #3/123

DATE: Enter Date
December 21, 2009

CURRENT POSITION TITLE: Enter position Title
Office Clerk (Temporary)

CURRENT SLOT. #: Enter current
T071 , T070

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 18,720 x 2 (Proposed Budgeted Salary) $ 37,440.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Fund 1203

POSITION Type:

Full Time Employee Object 113	☐	Part Time Employee Object 114	☐	**9.00 hourly** Enter hourly rate for temp. positions	
Full Time Temporary Object 121	X	Part Time Temporary Object 122	☐	$ **18,720.00 annually** 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.)
		Mon-Fri. 8 hours daily	**40**	**6 months**

CIVIL SERVICE:		**FLSA:**	
	☐	Exempt	☐
Non-Exempt	X	Non-Exempt	X

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

Office employees are scheduled to take summer vacation and in need of temporary help.

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

Answers telephone, performs light clerical duties, greets and routes walk-in clients.

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	12-21-2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/23/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
ROAD & BRIDGE PAVED/UNPAVED

Job Title:	**Office Clerk**	**FLSA Status:**	**Non-Exempt**
Dept No:	~~422~~ 123	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Answers telephone, performs light clerical duties, greets and routes walk-ins clients.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Answers telephones and directs phone calls to appropriate staff member; takes messages as required;
- Greets visitors and directs them to proper location;
- Maintains daily activity log sheets;
- Performs light clerical work such as typing, filing and envelope stuffing;
- May be required to attend meetings from time to time and work extra work hours as deemed necessary;
- May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock;
- Regular attendance is a must;
- Ability to work well with others;

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

EDUCATION and/or EXPERIENCE
- High School Diploma or GED;
- Should have experience as a receptionist, strong telephone skills and log-keeping;

CERTIFICATES, LICENSES, REGISTRATIONS
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;
- Ability to use office equipment, such as computer terminal, copier, calculator, fax machine and multi-extension telephone;

- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred;
- Knowledge of personal computer and software;
- May be required to utilize personal automobile on office related business;

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

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

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

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

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:
- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:
- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:
- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:
- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations;

Hidalgo County
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 Dat Tuesday, December 29, 2009

Agenda Item: 19085

Summary of request/proposal:

The DA's office is requesting approval to extend one (1) temporary part time Clerk Typist position for calendar/ fiscal year 2010 in the HIDTA Task Force account (fund 1251). Position(s) effective January 01, 2009.

Fund	Current/ Extended Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1251	CLERK TYPIST	-	T014	122	$0.00	$8,095.00	$8,095.00
						TOTAL	$8,095.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-412-00-067-001-0-	122	JP PCT 4/PL 1-	TEMP P/T EMPLOYEES	$8,095.00
0-1100-412-00-067-001-0-	211	JP PCT 4/PL 1-	HEALTH INSURANCE	-
0-1100-412-00-067-001-0-	212	JP PCT 4/PL 1-	LIFE INSURANCE	-
0-1100-412-00-067-001-0-	220	JP PCT 4/PL 1-	FICA	$619.27
0-1100-412-00-067-001-0-	230	JP PCT 4/PL 1-	RETIREMENT	-
0-1100-412-00-067-001-0-	250	JP PCT 4/PL 1-	UNEMPLOYMENT COMP	$40.48
0-1100-412-00-067-001-0-	260	JP PCT 4/PL 1-	WORKER'S COMP	-
			2010 Budgetary Impact	$8,754.75

2011 Budgetary Impact: -

Possible Funding Sources: FUND 1251

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County

Department of Budget & Management

FISCAL NOTE

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To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Dat Tuesday, December 29, 2009

Agenda Item: 19085

Summary of request/proposal:

The Pct. No. 3 Office is requesting approval to extend one (1) temporary full time Office Clerk position, slot no. T071 budgeted hourly rate $9.00. Position (s) effective January 01, 2010.

Fund	Current/ Extended Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1203	OFFICE CLERK	-	T071	121	$0.00	$18,720.00	$18,720.00
						TOTAL	$18,720.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1203-431-00-123-005-0-	121	PCT3 P/U RD-	TEMP F/T EMPLOYEES	$9,324.14
0-1203-431-00-123-005-0-	211	PCT3 P/U RD-	HEALTH INSURANCE	-
0-1203-431-00-123-005-0-	212	PCT3 P/U RD-	LIFE INSURANCE	-
0-1203-431-00-123-005-0-	220	PCT3 P/U RD-	FICA	$713.30
0-1203-431-00-123-005-0-	230	PCT3 P/U RD-	RETIREMENT	-
0-1203-431-00-123-005-0-	250	PCT3 P/U RD-	UNEMPLOYMENT COMP	$46.62
0-1203-431-00-123-005-0-	260	PCT3 P/U RD-	WORKER'S COMP	-
			2010 Budgetary Impact	$10,084.06

2011 Budgetary Impact: -

Possible Funding Sources: FUND 1203 (PCT3 P/U RD)

Budget Office Recommendation:

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: JP PCT 4 PL 1 **DATE:** 12/18/09

CURRENT POSITION TITLE: CLERK 1 **CURRENT SLOT. #:** T009

REQUESTED POSITION TITLE: CLERK 1
(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: $ ~~16,640.00~~ 0.00 (Current Budgeted Salary) $ 16,640.00 (Proposed Budgeted Salary) $ 16,640.00 (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 $8.00

☑ 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:

1/1/10	6/30/10	5 DAYS / 8 HRS PER DAY	40 HRS	6 MONTHS
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)

Temporary position to help with excessive case load on warrant collections and warrant processing.

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

Assist the warrants clerk with the processing of warrants and collections of warrants. Basic filing and preparing documents for judges signature.

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

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

Basic office duties, making copies, faxing, data entry assist other employees as needed.

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

Currently have temp in this position, looking to extend employment for this position

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Marie Espinoza — DEPARTMENT HEAD — 12-18-09 — DATE — FUNDING AVAILABLE IN DEPT. BUDGET ☐ YES ☐ NO
2. _____ — HUMAN RESOURCES DIRECTOR — DATE — PERSONNEL PROCEDURES COMPLETED ☐ YES ☐ NO
3. _____ — DEPARTMENT OF BUDGET & MANAGEMENT — 12/23/2009 — 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 Dat Tuesday, December 29, 2009

Agenda Item: 19085

Summary of request/proposal:

The JP Pct. 4/PL 1 is requesting approval to extend one (1) temporary full time Clerk I position, slot no. T009 budgeted hourly rate $8.00. Position (s) effective January 01, 2010.

Fund	Current/ Extended Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	CLERK I	-	T009	121	$0.00	$16,640.00	$16,640.00
						TOTAL	$16,640.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-412-00-067-001-0-	121	JP PCT 4/PL 1-	TEMP F/T EMPLOYEES	$8,288.12
0-1100-412-00-067-001-0-	211	JP PCT 4/PL 1-	HEALTH INSURANCE	-
0-1100-412-00-067-001-0-	212	JP PCT 4/PL 1-	LIFE INSURANCE	-
0-1100-412-00-067-001-0-	220	JP PCT 4/PL 1-	FICA	$634.04
0-1100-412-00-067-001-0-	230	JP PCT 4/PL 1-	RETIREMENT	-
0-1100-412-00-067-001-0-	250	JP PCT 4/PL 1-	UNEMPLOYMENT COMP	$41.44
0-1100-412-00-067-001-0-	260	JP PCT 4/PL 1-	WORKER'S COMP	$0.00
			2010 Budgetary Impact	$8,963.60

2011 Budgetary Impact: -

Possible Funding Sources CO WIDE CONTINGENCY

Budget Office Recommendation:

HIDALGO COUNTY

Department Of Budget & Management

COUNTY WIDE - TEMPORARY POSITIONS

As of December 9, 2009

Account Number	Department Name	Slot	Employee Name	Position Title	Hire Date	2009 Budgeted Salary Approved
1100-412-00-067-001-0	JP PCT 4/PL 1	T009	FLORESTELA VELA	CLERK I	11/09/09	16,640.00

CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

Registration, Certification, or Licensure

May require a valid driver's license

451-4071
Aleida

Justice of the Peace
Charlie Espinoza
212 N. 12th St.
Edinburg, Texas 78541
956/380-4473 Fax 956/380-4029

MEMORANDUM

Date: December 18, 2009

To: Dina Trevino, Manager, Budget Management Division

From: Aleida Lopez, Court Coordinator AL

Ref: Temporary Clerk Position

I have attached the forms require for the extension of our temporary position. If there is anything missing or if you have any questions regarding this request please call my cell phone at 956-451-4071. I will be out on vacation until January 1st but will be in the area in case anything comes up. Thank you for all your help and have a Merry Christmas!

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 at were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Dat Tuesday, December 29, 2009

Agenda Item: 19085

Summary of request/proposal:
The JP Pct. 4/PL 1 is requesting approval to extend one (1) Clerk I position, slot no. T009 budgeted hourly rate 8.00. Position (s) effective January 01, 2010.

Fund	Current/ Extended Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	CLERK I	-	T009	121	$0.00	$16,640.00	$16,640.00
						TOTAL	$16,640.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-412-00-067-001-0-	121	JP PCT 4/PL 1-	TEMP F/T EMPLOYEES	$8,288.12
0-1100-412-00-067-001-0-	211	JP PCT 4/PL 1-	HEALTH INSURANCE	-
0-1100-412-00-067-001-0-	212	JP PCT 4/PL 1-	LIFE INSURANCE	-
0-1100-412-00-067-001-0-	220	JP PCT 4/PL 1-	FICA	$634.04
0-1100-412-00-067-001-0-	230	JP PCT 4/PL 1-	RETIREMENT	-
0-1100-412-00-067-001-0-	250	JP PCT 4/PL 1-	UNEMPLOYMENT COMP	$41.44
0-1100-412-00-067-001-0-	260	JP PCT 4/PL 1-	WORKER'S COMP	$0.00
			2010 Budgetary Impact	$8,963.60

2011 Budgetary Impact: -

Possible Funding Sources — CO WIDE CONTINGENCY

Budget Office Recommendation:

Hidalgo Co. Budget Office
/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Judge Mario E. Ramirez, Jr. Juvenile Justice Center - 330 JUV P
DATE: 12/18/2009
CURRENT POSITION TITLE: JCCC Monitor
CURRENT SLOT. #: T009,T010
REQUESTED POSITION TITLE: JCCC Monitor
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 5,850 x 2 (Proposed Budgeted Salary) $ 11,700.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other 1294-423-00-330-012-0-XXX

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $7.50 Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒ $ $7.50 x 780 = 5,850.00 (Hourly Rate * 2,080 hrs. per year = Annual Salary)

TEMPORARY POSITIONS:

1/1/2010	6/30/2010	Shift varies		6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

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

Continuation of program and workload

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

See copy of Job Description + filing, regular office duties, assist Coordinator of the JCCC Program

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	12/18/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/23/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Judge Mario E. Ramirez, Jr. Juvenile Justice Center - 330 JUV P
DATE: 12/18, 2009
CURRENT POSITION TITLE: JCCC Monitor
CURRENT SLOT. #: T053, T054, T055 T056
REQUESTED POSITION TITLE: JCCC Monitor
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 5,850.00 x 4 (Proposed Budgeted Salary) $ 23,400.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other 1100-423-60-330-002-0-XXX

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $7.50 Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒ $ 7.50 X 780 = 5,850.00 (Hourly Rate * 2,080 hrs. per year = Annual Salary)

TEMPORARY POSITIONS:

1/1/2010	6/30/2010	Shift varies		6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Continuation of program and workload

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

See copy of Job Description + filing, regular office duties, assist Coordinator of the JCCC Program

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	12/18/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/23/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

J.C.C.C. Volunteer Program Monitor
Job Description

Role: Responsible for the Juvenile Court Conference Committee Volunteers and cases assigned within a specific area. Directly responsible to the Volunteer Coordinator at all times.

1. Responsible for completing and submitting, in a timely manner, all the necessary forms and proper documentation related to any cases and/or the program.
2. Responsible for finding locations for any and all related activities to the program (i.e. conferences, monthly/bi-monthly committee meetings, volunteer trainings, community service sites, etc).
3. Responsible for working with the chair/co-chair of the committee assigned within the specific area in developing the agenda for the monthly/bi-monthly committee meeting. Also, preparing the necessary information (i.e. sign in sheets, documentation logs, etc.) For any and all activities/meetings related to the program.
4. Responsible for attending all staff meetings and trainings assigned to by the immediate supervisor.
5. Responsible for disseminating any and all information to the volunteers and community.
6. Promote a positive image of the department in the community and maintain a high level of professionalism and moral character at all times;
7. Work in harmony with all department staff and perform any and all duties as assigned to insure the efficient operation of the program.
8. Ensure that all cases assigned are kept up to date with the proper documentation and in order.
9. Assist the staff within the program and department when necessary or assigned by the immediate supervisor.
10. Any other duty, responsibility, or task as assigned by the immediate supervisor.
11. Preferably be bilingual.
12. Wear the appropriate attire that will convey a professional demeanor which is acceptable for a appearance in the office and community at all times.

I, _____ , have received, reviewed and understand the
Print Name
Volunteer Program Monitor Job Description explained to me by _____.
Print Name

_____ , on _____
Title/Position *Date*

_____ _____
Signature *Date*

_____ _____
Supervisor's Signature *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, December 29, 2009

Agenda Item: **19085**

Summary of request/proposal:
The Juv Probation Office is requesting approval to extend four (4) JCCC Monitor positions, slot#'s T053 - T056 budgeted hourly rate $7.50. Position (s) effective January 01, 2010.

Fund	Current/ Extended Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	JCCC MONITOR	-	T053	122	$0.00	$5,850.00	$5,850.00
1100	JCCC MONITOR	-	T054	122	$0.00	$5,850.00	$5,850.00
1100	JCCC MONITOR	-	T055	122	$0.00	$5,850.00	$5,850.00
1100	JCCC MONITOR	-	T056	122	$0.00	$5,850.00	$5,850.00
						TOTAL	$23,400.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-423-60-330-002-0-	121	JUV PROB-	TEMP P/T EMPLOYEES	$23,400.00
0-1100-423-60-330-002-0-	211	JUV PROB-	HEALTH INSURANCE	-
0-1100-423-60-330-002-0-	212	JUV PROB-	LIFE INSURANCE	-
0-1100-423-60-330-002-0-	220	JUV PROB-	FICA	$1,790.10
0-1100-423-60-330-002-0-	230	JUV PROB-	RETIREMENT	-
0-1100-423-60-330-002-0-	250	JUV PROB-	UNEMPLOYMENT COMP	$117.00
0-1100-423-60-330-002-0-	260	JUV PROB-	WORKER'S COMP	-
			2010 Budgetary Impact	$25,307.10

2011 Budgetary Impact: -

Possible Funding Sources: FUND 1100 (APPROPRIATION)

Fund	Current/ Extended Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1294	JCCC MONITOR	-	T053	122	$0.00	$5,850.00	$5,850.00
1294	JCCC MONITOR	-	T054	122	$0.00	$5,850.00	$5,850.00
						TOTAL	$11,700.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1294-423-00-330-012-0-	121	JUV PROB-	TEMP P/T EMPLOYEES	$11,700.00
0-1294-423-00-330-012-0-	211	JUV PROB-	HEALTH INSURANCE	-
0-1294-423-00-330-012-0-	212	JUV PROB-	LIFE INSURANCE	-
0-1294-423-00-330-012-0-	220	JUV PROB-	FICA	$895.05
0-1294-423-00-330-012-0-	230	JUV PROB-	RETIREMENT	-
0-1294-423-00-330-012-0-	250	JUV PROB-	UNEMPLOYMENT COMP	$58.50
0-1294-423-00-330-012-0-	260	JUV PROB-	WORKER'S COMP	-
			2010 Budgetary Impact	$12,653.55

2011 Budgetary Impact: -

Possible Funding Sources: FUND 1294 (APPROPRIATION FROM GRANT FUNDS)

Budget Office Recommendation:

COUNTY of HIDALGO

Women, Infants and
Children Nutrition Program
3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax

To: Raul Silguero, Jr., Budget Officer

From: Norma L.Longoria, Hidalgo County WIC Director A. G. for NLL

Date: Tuesday, December 22, 2009

Re: Expiration of Temporary Positions

This is to inform you that our temporary employees' services will no longer be needed for the transition to the new WIC food packages as of December 30, 2009.

If you have any question, please contact, Ana Gonzalez, At your convenience at (956) 381-4646

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: COUNTY CLERK- RECORD ARCHIVE **DATE:** 12/21/09

CURRENT POSITION TITLE: DEPUTY CLERK (TEMPORARY) **CURRENT SLOT. #:** T009

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other EXTENSION OF TEMP POSITI

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 20,800.00 (Proposed Budgeted Salary) $ 20,800.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other FUND BALANCE (FUND 1100)- RECORD ARCHIVE ACCT 9-1100-415-40-180-002-0-XXX

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $10.00

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 10.00 x 2,080.00 = $20,800.00

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

01/01/2010	07/01/2010	8 AM - 5 PM	40	6MTHS
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)

As per Annette Muñiz, assigned project not complete. Will require continued assistance from temporary position.

PC

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	12/22/09 DATE	*FUNDING AVAILABLE IN DEPT. BUDGET*	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☑ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/23/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COUNTY CLERK'S OFFICE

Job Title: Deputy Clerk – (Temp) FSLA Status: Non-Exempt

Department: 180 Civil Service Status: -Exempt

SUMMARY

Performs a variety of clerical functions which follow established procedures and which may require some judgment and assistance to defendants, attorney, the general public and/or fellow staff. Most work procedures are pre-established and on the job training is provided. The County Clerk may set new procedures and/or changes as needed and deputy Clerks are expected to adjust to any changes implemented.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Ability to type correspondence and other documents and materials using a typewriter and/or processing software.
- Performs general clerical duties as required, including filing, indexing and recording, making copies, sorting, stuffing and mailing documents.
- Ability to assist the public in person or by telephone, convey messages, make telephone calls, faxes and distribute mail.
- Proofreads records and conducts research as needed on property records and on every document available for public review in the County Clerk's Office.
- Assists the public by answering questions on all real, personal and criminal correspondence.
- Must have good communication skills.
- Must be flexible and available, if assigned to perform other duties in other departments which may include any of the following: Deed records, Civil, Probate, Collections, Marriage, Accounting, Criminal, Vital Statistics, Assumed Name Records and Commissioner's Court.
- Must be able to work overtime when required.
- Ability to work well with others including vendors, fellow employees, elected officials and department heads.
- Must be able to accept and follow written and/or oral instructions.
- Must be willing and able to follow all Civil Service rules.
- Regular and timely attendance is a must.
- Performs such other duties as may be assigned.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High school diploma or general education degree (GED) with typing courses, plus a minimum of one (1) year of responsible clerical work experience, preferably with governmental entity; OR
- Any equivalent combination of experience and training which provided the required knowledge, skills and abilities.
- Bilingual is preferred.

OTHER SKILLS AND ABILITIES

- Ability to read, interpret and accept documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to fill out reports and answer routing correspondence. Ability to speak effectively to the public.
- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is requires to stand, sit, and use his/her hands. The employee may be required to handle or feel objects, tools, or controls, and to talk and listen extensively. The employee is required to reach with hands and arms, climb or balance, stoop or kneel.

The employee must occasionally lift and/or move up to thirty- five (35) pounds. Specific vision abilities required by this job include close vision and the ability to focus and read standard font characters.

WORK ENVIRONMENT

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

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

- sitting for extended periods of time
- operating assigned equipment.

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 Dat Tuesday, December 29, 2009

Agenda Item: 19085

Summary of request/proposal:

The County Clerk's Office is requesting approval extend one (1) temporary full-time Deputy Clerk position, slot # T009, budgeted hourly rate $10.00. Position requested for County Clerk Record Archive program. Position (s) will be effective January 01, 2009.

Fund	Current Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	-	DEPUTY CLERK	T009	121	$0.00	$20,800.00	$20,800.00
						TOTAL	$20,800.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-415-40-180-002-0-	121	CO CLK REC. ARCH.-	TEMP F/T EMPLOYEES	$10,360.15
0-1100-415-40-180-002-0-	211	CO CLK REC. ARCH.-	HEALTH INSURANCE	-
0-1100-415-40-180-002-0-	212	CO CLK REC. ARCH.-	LIFE INSURANCE	-
0-1100-415-40-180-002-0-	220	CO CLK REC. ARCH.-	FICA	$792.55
0-1100-415-40-180-002-0-	230	CO CLK REC. ARCH.-	RETIREMENT	$934.49
0-1100-415-40-180-002-0-	250	CO CLK REC. ARCH.-	UNEMPLOYMENT COMP	-
0-1100-415-40-180-002-0-	260	CO CLK REC. ARCH.-	WORKER'S COMP	-
			2010 Budgetary Impact	$12,087.19

2011 Budgetary Impact: N/A

Possible Funding Sources FUND 1100 (FUND BALANCE)

Budget Office Recommendation:

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: ELECTIONS DEPT- 130 **DATE:** 12/23/09

CURRENT POSITION TITLE: ELECTIONS SPECIALIST **CURRENT SLOT. #:** T110-T119

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other EXTENSION OF TEMP POSIT.

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 16,640.00 X 10 positions (Proposed Budgeted Salary) $ 166,400.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other CO WIDE CONTINGENCY

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $8.00 p/hr

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 8.00 x 2,080.00 = $16,640.00

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

TEMPORARY POSITIONS:

01/01/2010	07/01/2010	8 AM - 5 PM	40	6MTHS
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)

Necessary for up coming elections , scanning projects, shredding project and redistricting project.

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

Will work under the direction of the Elections Administrator and will work closely with Data Processor, Elections, and IT Managers in the performance of the duties of elections, processing voter registration applications and forms, working with the public to answer questions and assist with public requests and will assist in transporting, maintenance, set-up, assembly, testing and inventory of all electronic and computer equipment.

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)

These positions will be in lieu of hiring vendors to perform the job.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/23/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/23/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY
Elections Department

Job Title: **Elections Specialist (Temporary)** **FLSA Status: NON- Exempt**

Dept. Code: 130-001 **Civil Service Status: Exempt**

SUMMARY:
Will work under the direction of the Elections Administrator and will work closely with Data Processor, Elections, and IT Managers in the performance of the duties of elections, processing voter registration applications and forms, working with the public to answer questions and assist with public requests and will assist in transporting, maintenance, set-up, assembly, testing and inventory of all electronic and computer equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Maintain accurate and up to date voter registration data and files;
- Assist public either by telephone or in person, with voter registration application information and elections information as needed;
- Provide public assistance in responding to telephone calls;
- Assist public with request information and questions;
- Knowledgeable of Deputizing Program for public, business and organizations utilized in Voter Registration process;
- Perform manual filing and scanning of voter applications and forms;
- Assist Data Processors II & III in interpreting and reading city and county map boundaries for proper precinct locations;
- Assist Elections Manager with various duties including processing mail-in ballots, Ballot Board, and preparation of election supplies, bins, etc.;
- Assist the IT department in the Election's Warehouse in regards to voting equipment and election supplies to include transportation, set-up and maintenance of the electronic voting units;
- Coordinate with Elections Staff on transportation requirements, supplies, and materials such as tables, chairs, voting equipment, ballot boxes, voting booths and election kits;
- Must be able to work under loud conditions, pressure and in meeting deadlines;
- Must be able to work nights and weekends as needed;
- Must have good writing and communication skills;
- Must be well organized;
- Must have regular attendance, be detailed oriented, and a self-motivator;
- Ability to work well with others including contractual entities, department employees, elected officials, the community, and department heads;
- Perform other duties as may be assigned.

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

EDUCATION and/or EXPERIENCE:
- High school diploma or general education degree GED;
- Must have a minimum of one year of computer and data entry skills experience;
- Bilingual is preferred.

OTHER SKILLS AND ABILITIES:
- Ability to read, interpret and accept documents such as public requests;
- Ability to communicate effectively with staff and the public.
- Must have a good driving record;
- May be asked to handle an electric forklift;
- May be asked to climb a ladder.

ADDITIONAL DUTIES
- During elections, must be available to work extended hours and/or weekends when necessary;
- Must be able to work under stressful and demanding conditions;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;
- Regular attendance punctuality is a must.

CERTIFICATES, LICENSES, REGISTRATIONS:
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's insurance carrier.

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

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

The employee must regularly lift and/or move over thirty-five (35) to fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

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

The noise level in the work environment is usually moderate.

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

- Sitting for extended periods of time;
- Operating assigned equipment.

Maintain mental capacity which permits:

- Making sound decisions and using good judgment;
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions which involve:

- Working closely with others;
- Working in a multi-task environment.
- Maintain effective audio-visual discrimination and perception needed for:
- Making observations;
- Reading and writing;
- Operating assigned equipment;
- Communicating with others.

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

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: ELECTIONS DEPT- 130 **DATE:** 12/23/09

CURRENT POSITION TITLE: DATA PROCESSOR **CURRENT SLOT. #:** T103

REQUESTED POSITION TITLE: -
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other EXTENSION OF TEM POSIT.

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 16,640.00 (Proposed Budgeted Salary) $ 16,640.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other CO WIDE CONTINGENCY

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $8.00 p/hr
Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 8.00 x 2,080.00 = $16,640.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

01/01/2010	07/01/2010	8 AM - 5 PM	40	6MTHS
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)

Necessary for upcoming elections, scanning project, shredding project, and redistricting project.

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

Will work under the direction of the Elections Administrator and will work closely with Data Processor, Elections, and IT Managers in the performance of the duties of elections, processing voter registration applications and forms, working with the public to answer questions and assist with public requests and will assist in transporting, maintenance, set-up, assembly, testing and inventory of all electronic and computer equipment.

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)

These positions will be in lieu of hiring vendors to perform the job.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/23/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/23/2009 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 Dat Tuesday, December 29, 2009

Agenda Item: 19085

Summary of request/proposal:

The Elections Dept is requesting approval to extend one (1) temporary full time Data Processor position, slot # T103 budgeted hourly rate $8.00 and approval to extend ten (10) temporary full time Elections Specialist positions, slot #'s T110 - T119, budgeted hourly rate $8.00.

Fund	Current/ Extended Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	DATA PROCESSOR	-	T103	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	-	T110	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	-	T111	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	-	T112	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	-	T113	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	-	T114	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	-	T115	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	-	T116	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	-	T117	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	-	T118	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	-	T119	121	$0.00	$16,640.00	$16,640.00
						TOTAL	$183,040.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-414-00-130-001-0-	121	ELECT. DEPT-	TEMP F/T EMPLOYEES	$91,169.35
0-1100-414-00-130-001-0-	211	ELECT. DEPT-	HEALTH INSURANCE	-
0-1100-414-00-130-001-0-	212	ELECT. DEPT-	LIFE INSURANCE	-
0-1100-414-00-130-001-0-	220	ELECT. DEPT-	FICA	$6,974.46
0-1100-414-00-130-001-0-	230	ELECT. DEPT-	RETIREMENT	-
0-1100-414-00-130-001-0-	250	ELECT. DEPT-	UNEMPLOYMENT COMP	$455.85
0-1100-414-00-130-001-0-	260	ELECT. DEPT-	WORKER'S COMP	$0.00
			2010 Budgetary Impact	$98,599.66

2011 Budgetary Impact: -

Possible Funding Sources: **CO. WIDE CONTINGENCY**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

AI-19081 **15.C.2.**

All postions approved after Sept. 29, 2009

CC REGULAR

Date:	12/29/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Salary Schedule Changes

Information

CAPTION

Discussion, consideration and approval of positions created, adjusted and approved after September 29, 2009 (2010 Budget Adoption date) for the following agenda items listed below:

a. Pct. 2 - R&B (1202):

1. Approval to delete one (1) vacant regular full-time Office Coordinator position, slot no. 0015, budgeted salary $31,770.90 per year, as previously approved by CC on 11/03/09.
2. Approval to create one (1) regular full-time Data Entry Clerk II position, slot no. 0080, budgeted salary $29,233.00 per year, as previously approved by CC on 11/03/09.
3. Approval of 2010 revised salary schedule.

b. Pct. 3 - R&B (1203):

1. Approval to create one (1) regular full-time Inventory Control Specialist position, slot no. 0073, budgeted salary $38,000.00 per year, as previously approved by CC on 11/03/09.
2. Approval of 2010 revised salary schedule.

c. Pct. 3 - Drainage Improvement Proj. (1203):

1. Approval to delete one (1) regular full time Laborer Drainage/ Construction position, slot no. 010, budgeted salary $24,880.00 per year, as previously approved by CC on 12/22/09.
2. Approval to create one (1) regular full time Assistant Director of Construction position, slot no. 014, budgeted salary $48,000.00 per year, as previously approved by CC on 12/22/09.
3. Approval of 2010 revised salary schedule.

d. Pct. 4 - P/U Rd (1204) & Parks (1214):

1. Approval to provide supplemental pay due to the assignment of additional duties

related to the new Pct. No. 4 Drainage Projects to the following employees, for the duration of the Drainage Improvement Project, as previously approved by CC on 12/15/09.

Dept.	Slot No.	Employee No.	Position Title	Proposed Supplemental Pay
Parks (124-009)	0001	128295	Park Director	8,778.00
R&B (124-007)	0002	073083	Field/ Operator Director	4,000.00
R&B (124-007)	0003	026174	Special Project Coordinator	3,874.00
R&B (124-007)	0004	002909	A/P Clerk	2,500.00
R&B (124-007)	0015	115371	Clerk/ Receptionist	1,500.00
			TOTAL COMPENSATION:	$20,652.00

2. Approval of 2010 revised salary schedule.

e. Facilities Management Dept. (1100):
1. Approval to create one (1) regular full-time Clerk I position, slot # 0103, budgeted salary $18,564.00 per year, as previously approved by CC on 10/13/09.
2. Approval of 2010 revised salary schedule.

f. Information Technology (1100):
1. Approval to create one (1) regular full-time Technician III position, budgeted salary $36,000.00 per year, as previously approved by CC on 10/13/09.
2. Approval to delete auto allowance for slot no. 023 ($3,600.00)per year, as previously approved by CC on 12/01/09.
3. Approval to authorize auto allowance for slot no. 021 in the amount of $3,600.00 and pay the allowance to employee no. 168319, as previously approved by CC on 12/01/09.
4. Approval of 2010 revised salary schedule.

g. Constable - Pct. 4 (1100):
1. Approval to create two (2) regular full-time entry level Deputy Constable positions, slot no.'s 010 & 011, budgeted salary $36,480.00 each, as per the Grade & Step Pay Plan, previously approved by CC on 10/20/09.
2. Approval of 2010 revised salary schedule.

h. Urban County - TxCDBG Disaster Recovery Grant (1288):
1. Approval to create the following positions for the TxCDBG Disaster Recovery Grant (employment will not commence until grant award is received, accepted and approved by Commissioners Court), as previously approved by CC on 11/03/09 & 12/01/09:

Slot No.	Proposed Position Title	Proposed Budgeted Salary
0001	Coordinator	$43,741.95
0002	Coordinator	$43.741.95
0003	Inspector	$34,360.00
0004	Intake Clerk	$24,324.00
0005	Inspector	$34,360.00

2. Approval of 2010 revised salary schedule.

i. Health & Human Services - Human Services Division (1100):
1. Approval to delete one (1) vacant regular full-time Eligibility Specialist position, slot no 008, budgeted salary $30,629.00 per year, as previously approved by CC on 11/10/09.
2. Approval to delete one (1) vacant regular full-time Eligibility Clerk position, slot no 0024, budgeted salary $23,840.00 per year, as previously approved by CC on 11/10/09.
3. Approval to create one (1) regular full-time Human Services Coordinator, slot no 0033, budgeted salary $50,000.00 per year, as previously approved by CC on 11/10/09.
4. Approval of 2010 revised salary schedule.

j. HIDTA - Chapter 59 (1251):
1. Approval to delete one (1) vacant regular full-time Legal Assistant position, slot no. G019, budgeted salary $20,000.00 per year, as previously approved by CC on 11/17/09.
2. Approval to create one (1) regular full-time Clerk position, slot no G021, budgeted salary $20,000.00 per year, as previously approved by CC on 11/17/09.
3. Approval of 2010 revised salary schedule.

k. HIDTA - Task Force (1291):
1. Approval to delete one (1) vacant regular full-time Administrative Assistant position, slot no. G001, budgeted salary $38,053.00 per year, as previously approved by CC on 11/17/09.
2. Approval of 2010 revised salary schedule.

l. DBM - W/C Division (2202):
1. Approval to assign additional duties and supplemental pay in the amount of $4,200.00 to slot no. 014, and pay allowance to employee no. 166499, as previously approved by CC on 12/01/09.
2. Approval of 2010 revised salary schedule.

m. Sheriff's Dept. (1284/ 1100):
1. Discussion, consideration and possible action to create fifteen (15) General Fund regular full-time Deputy Sheriff positions (slot no.'s 331-345) budgeted salaries as per Law Enforcement Step & Grade Pay Plan effective January 1, 2010 due to the completion of the requirement for the retention phase of the COPS Universal Hiring 15 grant on December 31, 2009, as previously approved by CC on 12/15/09.
2. Approval of 2010 revised salary schedule.

n. District Attorney (1281):
1. Approval to create one (1) regular full-time Assistant District Attorney position, slot no. 0001, budgeted at $60,000.00 per year with authority to pay $900.00 per year in Auto Allowance, as previously approved by CC on 12/22/09.
2. Approval to create one (1) regular full-time Legal Assistant position, slot no. 0002, budgeted at $17,249.00 per year, as previously approved by CC on 12/22/09.
3. Approval of 2010 revised salary schedule.

o. Co Clerks Record Archive (1100):
1. Approval to create one (1) regular full-time Deputy Clerk position, slot # 0009, budgeted salary $27,000.00 per year, as previously approved by CC on 12/22/09.
2. Approval of 2010 revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

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

BUDGETARY IMPACT:

See attached fiscal notes.

Attachments

Link: Pct. 2 R&B - fiscal note
Link: Pct. 3 R&B - fiscal note
Link: Pct. 3 Drainage Imprv Proj. - fiscal note
Link: Pct. 4 R&B - fiscal note
Link: Facilities Mgmt - fiscal note
Link: Info Tech - fiscal note
Link: Constable Pct.4 - fiscal note
Link: Urban County - fiscal note
Link: Health Dept. - fiscal note
Link: HIDTA Ch59 - fiscal note
Link: HIDTA Task Force - fiscal note
Link: DBM WC - fiscal note
Link: Sheriffs Dept. (COPS Univ.) - fiscal note
Link: District Attorney - fiscal note
Link: County Clerk - fiscal note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	12/22/2009 11:46 AM	APRV
2	Budget & Management	Erika Zamora	12/22/2009 01:17 PM	APRV
3	Rosalinda Cantu	Angela Garcia	12/23/2009 05:00 PM	APRV
4	Sylvia Solis	Sylvia Solis	12/23/2009 05:14 PM	APRV
5	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Sylvia Solis Started On: 12/17/2009 03:47 PM

Final Approval Date: 12/23/2009

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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Agenda Item: 19081

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 29, 2009

Summary of request/proposal:

Pct. 2 - R&B Department is requesting approval to delete one (1)vacant regular full-time Office Coordinator position, slot no. 0015, budgeted salary $31,770.90 and create one (1) regular full-time Data Entry Clerk II position, slot no. 0080, budgeted salary $29,233.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1202	Office Coordinator	0015	113	31,770.90	0.00	(31,770.90)
1202	Data Entry Clerk II	0080	113	0.00	29,233.00	29,233.00
				31,770.90	29,233.00	(2,537.90)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1202-431-00-122-006-0	113	Pct. 2 R&B -	REG F/T EMPLOYEES	($2,537.90)
0-1202-431-00-122-006-0	211	Pct. 2 R&B -	HEALTH INSURANCE	
0-1202-431-00-122-006-0	212	Pct. 2 R&B -	LIFE INSURANCE	
0-1202-431-00-122-006-0	220	Pct. 2 R&B -	FICA	($194.15)
0-1202-431-00-122-006-0	230	Pct. 2 R&B -	RETIREMENT	($241.61)
0-1202-431-00-122-006-0	250	Pct. 2 R&B -	UNEMPLOYMENT COMP	($12.69)
0-1202-431-00-122-006-0	260	Pct. 2 R&B -	WORKER'S COMP	
			2010 Budgetary Impact	($2,986.35)

2011 Budgetary Impact: ($2,986.35)

Possible Funding Sources: Funding determined within 2010 Department's Budget.

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County

Department of Budget & Management

FISCAL NOTE

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Agenda Item: 19081

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Dat Tuesday, December 29, 2009

Summary of request/proposal:
The Commissioner Precinct No. 3 Office is requesting approval to create one (1) regularr full-time Inventory Control Specialist position, slot # 073, budgeted salary $38,000.00 per year in the Road & Bridge dept.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1203	SPECIALIST	0073	113	$0.00	$38,000.00	$38,000.00
				$0.00	$38,000.00	$38,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1203-431-00-123-005-0-	113	PCT3 P/U RD -	REG F/T EMPLOYEES	$38,000.00
0-1203-431-00-123-005-0-	211	PCT3 P/U RD -	HEALTH INSURANCE	$4,164.00
0-1203-431-00-123-005-0-	212	PCT3 P/U RD -	LIFE INSURANCE	$27.00
0-1203-431-00-123-005-0-	220	PCT3 P/U RD -	FICA	$2,907.00
0-1203-431-00-123-005-0-	230	PCT3 P/U RD -	RETIREMENT	$3,617.60
0-1203-431-00-123-005-0-	250	PCT3 P/U RD -	UNEMPLOYMENT COMP	$190.00
0-1203-431-00-123-005-0-	260	PCT3 P/U RD -	WORKER'S COMP	$0.00
			2010 Budgetary Impact	$48,905.60

2011 Budgetary Impact: $48,905.60

Possible Funding Sources: **Funding determined within 2010 Department's Budget.**

Budget Office Recommendation:

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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Agenda Item: 19081

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 29, 2009

Summary of request/proposal:

The Commissioner Precinct No. 3 Office is requesting approval to delete one (1) regular full time Laborer position, slot no. 010, budgeted salary $24,880.00 per year and approval to create one (1) regular full time Assistant Director of Construction position, slot no. 014, budgeted salary 48,000.00 per year for the Drainage Improvement Project.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Budgeted Salary Requested	Total Requested
1203	Laborer	0010	113	24,880.00	0.00	(24,880.00)
1203	Assistant Director of Construction	0014	113	0.00	48,000.00	48,000.00
				24,880.00	48,000.00	23,120.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1203-431-00-123-049-0- 113	PCT3 DRAIN IMPRV PRJ- REG F/T EMPLOYEES	$23,120.00
9-1203-431-00-123-049-0- 211	PCT3 DRAIN IMPRV PRJ- HEALTH INSURANCE	-
9-1203-431-00-123-049-0- 212	PCT3 DRAIN IMPRV PRJ- LIFE INSURANCE	-
9-1203-431-00-123-049-0- 220	PCT3 DRAIN IMPRV PRJ- FICA	$1,768.68
9-1203-431-00-123-049-0- 230	PCT3 DRAIN IMPRV PRJ- RETIREMENT	$2,201.02
9-1203-431-00-123-049-0- 250	PCT3 DRAIN IMPRV PRJ- UNEMPLOYMENT COMP	$115.60
9-1203-431-00-123-049-0- 260	PCT3 DRAIN IMPRV PRJ- WORKER'S COMP	-
	2010 Budgetary Impact	$27,205.30

2011 Budgetary Impact: $27,205.30

Possible Funding Sources: Funding determined within 2010 Department's Budget

Budget Office Recommendation:

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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Agenda Item: 19081

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 29, 2009

Summary of request/proposal:

Pct. No.4 is requesting approval to assign additional duties and supplemental pay and pay the allowance to one (1) regular full-time Park Director position, slot #0001, in the amount of $8,778.00 (pgm 009), one (1) regular full-time Field/ Operator Director position, slot #0002, in the amount of $4,000.00 (pgm 007), one (1) regular full-tme Special Project Coordinator position, slot #0003, in the amount $3,874.00 (pgm 0007), one (1) regualr full-time A/P clerk position, slot #0004, in the amount of $2,500.00 (pgm 0007), and one (1) regular full-time Clerk/ Receptionist position, slot #0015, in the amount of $1,500.00 (pgm 007) for the duration of the Drainage Improvement Project.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1214	Park Director	0001	117	0.00	8,778.00	8,778.00
				0.00	8,778.00	8,778.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1214-452-00-124-009-0-	117	PCT.4 PARKS -	SUPPLEMENTAL PAY	$8,778.00
0-1214-452-00-124-009-0-	211	PCT.4 PARKS -	HEALTH INSURANCE	
0-1214-452-00-124-009-0-	212	PCT.4 PARKS -	LIFE INSURANCE	
0-1214-452-00-124-009-0-	220	PCT.4 PARKS -	FICA	$671.52
0-1214-452-00-124-009-0-	230	PCT.4 PARKS -	RETIREMENT	$835.67
0-1214-452-00-124-009-0-	250	PCT.4 PARKS -	UNEMPLOYMENT COM	$43.89
0-1214-452-00-124-009-0-	260	PCT.4 PARKS -	WORKER'S COMP	
			2010 Budgetary Impact	$10,329.08

2011 Budgetary Impact: $10,329.08

Possible Funding Sources: **Funding determined within 2010 Department's Budget.**

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1204	Field/ Operations Director	0002	117	0.00	4,000.00	4,000.00
1204	Special Project Coordinator	0003	117	0.00	3,874.00	3,874.00
1204	A/P Clerk	0004	117	0.00	2,500.00	2,500.00
1204	Clerk/ Receptionist	0015	117	0.00	1,500.00	1,500.00
				0.00	11,874.00	11,874.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1204-431-00-124-007-0	117	Pct. 4 R&B -	SUPPLEMENTAL PAY	$11,874.00
0-1204-431-00-124-007-0	211	Pct. 4 R&B -	HEALTH INSURANCE	
0-1204-431-00-124-007-0	212	Pct. 4 R&B -	LIFE INSURANCE	
0-1204-431-00-124-007-0	220	Pct. 4 R&B -	FICA	$908.36
0-1204-431-00-124-007-0	230	Pct. 4 R&B -	RETIREMENT	$1,130.40
0-1204-431-00-124-007-0	250	Pct. 4 R&B -	UNEMPLOYMENT COM	$59.37
0-1204-431-00-124-007-0	260	Pct. 4 R&B -	WORKER'S COMP	
			2010 Budgetary Impact	$13,972.13

2011 Budgetary Impact: $13,972.13

Possible Funding Sources: **Funding determined within 2010 Department's Budget.**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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Agenda Item: 19081

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 29, 2009

Summary of request/proposal:
Facilities Management Dept. is requesting approval to create one (1) regular full-time Clerk position, slot # 0103, budgeted salary $18,564.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	CLERK I	0103	113	0.00	18,564.00	18,564.00
				0.00	18,564.00	18,564.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-419-40-220-001-0- 113	FACILITIES MGMT DEPT. REG F/T EMPLOYEES	$18,564.00
0-1100-419-40-220-001-0- 211	FACILITIES MGMT DEPT. HEALTH INSURANCE	$4,164.00
0-1100-419-40-220-001-0- 212	FACILITIES MGMT DEPT. LIFE INSURANCE	$27.00
0-1100-419-40-220-001-0- 220	FACILITIES MGMT DEPT. FICA	$1,420.15
0-1100-419-40-220-001-0- 230	FACILITIES MGMT DEPT. RETIREMENT	$1,767.29
0-1100-419-40-220-001-0- 250	FACILITIES MGMT DEPT. UNEMPLOYMENT COMP	$18.56
0-1100-419-40-220-001-0- 260	FACILITIES MGMT DEPT. WORKER'S COMP	
	2010 Budgetary Impact	$25,961.00

2011 Budgetary Impact: $25,961.00

Possible Funding Sources: **Funding determined within 2010 Department's Budget.**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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Agenda Item: 19081

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 29, 2009

Summary of request/proposal:
Information Technology Dept. is requesting approval to create one (1) regular fulltime Technician III position, slot no. 0029, budgeted salary $36,000.00. The cost of position will be reimbursed by Interlocal agreement between Drainage District No. 1 and the County of Hidalgo. Also, requesting approval to delete auto allowance for slot no. 023 ($3,600.00) and approval to authorize auto allowance for slot no. 021 in the amount of $3,600.00 and pay the allowance to employee no. 168319.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	TECHNICIAN III	0029	113	0.00	36,000.00	36,000.00
1100	PROJECTS SPECIALIST II	0023	118	$3,600.00	$0.00	($3,600.00)
1100	TECHNICIAN I	0021	118	$0.00	$3,600.00	$3,600.00
				3,600.00	39,600.00	36,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-415-00-200-001-0- 113	INFORMATION TECH. - REG F/T EMPLOYEES	$36,000.00
0-1100-415-00-200-001-0- 118	INFORMATION TECH. - AUTO ALLOWANCE	$0.00
0-1100-415-00-200-001-0- 211	INFORMATION TECH. - HEALTH INSURANCE	$4,164.00
0-1100-415-00-200-001-0- 212	INFORMATION TECH. - LIFE INSURANCE	$27.00
0-1100-415-00-200-001-0- 220	INFORMATION TECH. - FICA	$2,754.00
0-1100-415-00-200-001-0- 230	INFORMATION TECH. - RETIREMENT	$3,427.20
0-1100-415-00-200-001-0- 250	INFORMATION TECH. - UNEMPLOYMENT COMP	$147.60
0-1100-415-00-200-001-0- 260	INFORMATION TECH. - WORKER'S COMP	$0.00
	2010 Budgetary Impact	$46,519.80

2011 Budgetary Impact: $46,519.80

Possible Funding Sources: **Cost of position to be reimbursed by Inter-Local Agreement. Funding for allowance determined within 2010 Department's**

Budget Office Recommendation:

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 29, 2009 **Agenda Item:** 19081

Summary of request/proposal:
The Constable Pct No. 4 office is requesting approval to create two (2) regular full-time entry level Deputy Constable positions, budgeted salary $36,480.00 each, as per the Grade & Step Pay Plan.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Deputy Constable	0010	113	0.00	36,480.00	36,480.00
1101	Deputy Constable	0011	113	0.00	36,480.00	36,480.00
				0.00	72,960.00	72,960.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-421-00-294-001-0- 113	CONSTABLE PCT. 4. - REG F/T EMPLOYEES	$72,960.00
0-1100-421-00-294-001-0- 211	CONSTABLE PCT. 4. - HEALTH INSURANCE	$8,328.00
0-1100-421-00-294-001-0- 212	CONSTABLE PCT. 4. - LIFE INSURANCE	$54.00
0-1100-421-00-294-001-0- 220	CONSTABLE PCT. 4. - FICA	$5,581.44
0-1100-421-00-294-001-0- 230	CONSTABLE PCT. 4. - RETIREMENT	$6,945.79
0-1100-421-00-294-001-0- 250	CONSTABLE PCT. 4. - UNEMPLOYMENT COMP	$72.96
0-1100-421-00-294-001-0- 260	CONSTABLE PCT. 4. - WORKER'S COMP	$0.00
	2010 Budgetary Impact	$93,942.19

2011 Budgetary Impact: $93,942.19

Possible Funding Sources: Funding determined within 2010 Department's Budget

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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Agenda Item: 19081

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 29, 2009

Summary of request/proposal:
Urban County is requesting approval to create two (2) regular full-time Coordinator position, slot no.'s 0001 and 0002, budgeted salary $43,741.95 each, one (1) regular full-time Inspector position, slot no. 0003, budgeted salary $34,360.00, one (1) regular full-time Intake Clerk position, budgeted salary $24,324.00, and one (1) regular full-time Inspector position, slot no. 0005, budgeted salary $34,360.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1288	Coordinator	0001	113	0.00	43,741.95	43,741.95
1288	Coordinator	0002	113	0.00	43,741.95	43,741.95
1288	Inspector	0003	113	0.00	34,360.00	34,360.00
1288	Intake Clerk	0004	113	0.00	24,324.00	24,324.00
1288	Inspector	0005	113	0.00	34,360.00	34,360.00
				0.00	180,527.90	180,527.90

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1288-463-00-250-006-1- 113	TX-CDBG 2008 SUPP. - REG F/T EMPLOYEES	$180,527.90
0-1288-463-00-250-006-1- 211	TX-CDBG 2008 SUPP. - HEALTH INSURANCE	$20,820.00
0-1288-463-00-250-006-1- 212	TX-CDBG 2008 SUPP. - LIFE INSURANCE	$135.00
0-1288-463-00-250-006-1- 220	TX-CDBG 2008 SUPP. - FICA	$13,810.38
0-1288-463-00-250-006-1- 230	TX-CDBG 2008 SUPP. - RETIREMENT	$17,186.26
0-1288-463-00-250-006-1- 250	TX-CDBG 2008 SUPP. - UNEMPLOYMENT COMP	$902.64
0-1288-463-00-250-006-1- 260	TX-CDBG 2008 SUPP. - WORKER'S COMP	$0.00
	2010 Budgetary Impact	$233,382.18

2011 Budgetary Impact: $233,382.18

Possible Funding Sources: **Funding contingent upon $257,500.00 allocated from pending Award of TxCDBG Disaster Recovery Grant.**
Funding determined within 2010 Department's Budget.

Budget Office Recommendation:

Hidalgo Co. Budget Office

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.

Agenda Item: 19081

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 29, 2009

Summary of request/proposal:
Health Department is requesting approval to delete one (1) vacant regular full-time Eligibility Specialist position, slot no 008, budgeted salary $30,629.00 per year, delete one (1) vacant regular full-time Eligibility Clerk position, slot no 024, budgeted salary $23,840.00 per year, and create one (1) regular full-time Human Services Coordinator, slot no 0033, budgeted salary $50,000.00

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Eligibility Specialist	0008	113	30,629.00	0.00	(30,629.00)
1100	Eligibility Clerk	0024	113	23,840.00	0.00	(23,840.00)
1100	Human Services Coordinator	0033	113	0.00	50,000.00	50,000.00
				54,469.00	50,000.00	(4,469.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-444-00-240-001-0 113	HUMAN SERVICES -	REG F/T EMPLOYEES	($4,469.00)
0-1100-444-00-240-001-0 211	HUMAN SERVICES -	HEALTH INSURANCE	($4,164.00)
0-1100-444-00-240-001-0 212	HUMAN SERVICES -	LIFE INSURANCE	($27.00)
0-1100-444-00-240-001-0 220	HUMAN SERVICES -	FICA	($341.88)
0-1100-444-00-240-001-0 230	HUMAN SERVICES -	RETIREMENT	($425.45)
0-1100-444-00-240-001-0 250	HUMAN SERVICES -	UNEMPLOYMENT COMP	($22.35)
0-1100-444-00-240-001-0 260	HUMAN SERVICES -	WORKER'S COMP	$0.00
		2010 Budgetary Impact	($9,449.68)

2011 Budgetary Impact: **($9,449.68)**

Possible Funding Sources: Funding determined within 2010 Department's Budget

Budget Office Recommendation:

Hidalgo Co. Budget Office

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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Agenda Item: 19081

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 29, 2009

Summary of request/proposal:
HIDTA Chapter 59 department is requesting approval to delete one (1) vacant regular full-time Legal Assistant position, slot no G019, budgeted salary $20,000.00 per year, and create one (1) regular full-time Clerk position, slot no G021, budgeted salary $20,000.00 per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1251	Legal Assistant	G019	113	20,000.00	0.00	(20,000.00)
1251	Clerk	G021	113	0.00	20,000.00	20,000.00
				20,000.00	20,000.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1251-412-00-270-011-0- 113	HIDTA CH59 - REG F/T EMPLOYEES	$0.00
0-1251-412-00-270-011-0- 211	HIDTA CH59 - HEALTH INSURANCE	$0.00
0-1251-412-00-270-011-0- 212	HIDTA CH59 - LIFE INSURANCE	$0.00
0-1251-412-00-270-011-0- 220	HIDTA CH59 - FICA	$0.00
0-1251-412-00-270-011-0- 230	HIDTA CH59 - RETIREMENT	$0.00
0-1251-412-00-270-011-0- 250	HIDTA CH59 - UNEMPLOYMENT COMP	$0.00
0-1251-412-00-270-011-0- 260	HIDTA CH59 - WORKER'S COMP	$0.00
	2010 Budgetary Impact	**$0.00**

2011 Budgetary Impact: **$0.00**

Possible Funding Sources: HIDTA CH59 funds (Funds from deleted position).

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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Agenda Item: 19081

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 29, 2009

Summary of request/proposal:
The HIDTA department (Task Force program fund 1291) is requesting approval to delete one (1) vacant regular full-time Administrative Assistant position, slot no. G001, budgeted salary $38,053.00 per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1291	Administrative Assistant	G001	113	38,053.00	0.00	(38,053.00)
				38,053.00	0.00	(38,053.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1291-412-00-270-016-9- 113	HIDTA TASK FORCE -	REG F/T EMPLOYEES	($38,053.00)
0-1291-412-00-270-016-9- 211	HIDTA TASK FORCE -	HEALTH INSURANCE	($4,164.00)
0-1291-412-00-270-016-9- 212	HIDTA TASK FORCE -	LIFE INSURANCE	($27.00)
0-1291-412-00-270-016-9- 220	HIDTA TASK FORCE -	FICA	($2,911.05)
0-1291-412-00-270-016-9- 230	HIDTA TASK FORCE -	RETIREMENT	($3,622.65)
0-1291-412-00-270-016-9- 250	HIDTA TASK FORCE -	UNEMPLOYMENT COMP	($190.27)
0-1291-412-00-270-016-9- 260	HIDTA TASK FORCE -	WORKER'S COMP	
		2010 Budgetary Impact	($48,967.97)

2011 Budgetary Impact: ($48,967.97)

Possible Funding Sources: **Funds available from deletion of position.**

Budget Office Recommendation/ Comments: 11/13/09.

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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Agenda Item: 19081

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 29, 2009

Summary of request/proposal:
The DBM- Workers Comp Division is requesting approval to assign additional duties and supplemental pay in the amount of $4,200.00 to slot no. 014, and pay allowance to employee no. 166499.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
2202	Risk Management Special.	0014	117	0.00	4,200.00	4,200.00
				0.00	4,200.00	4,200.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-2202-419-50-115-065-0- 117	DBM - W/C DIVISION - SUPPLEMENTAL PAY	$4,200.00
0-2202-419-50-115-065-0- 211	DBM - W/C DIVISION - HEALTH INSURANCE	
0-2202-419-50-115-065-0- 212	DBM - W/C DIVISION - LIFE INSURANCE	
0-2202-419-50-115-065-0- 220	DBM - W/C DIVISION - FICA	$321.30
0-2202-419-50-115-065-0- 230	DBM - W/C DIVISION - RETIREMENT	$399.84
0-2202-419-50-115-065-0- 250	DBM - W/C DIVISION - UNEMPLOYMENT COMP	$21.00
0-2202-419-50-115-065-0- 260	DBM - W/C DIVISION - WORKER'S COMP	
	2010 Budgetary Impact	$4,942.14

2011 Budgetary Impact: $4,942.14

Possible Funding Sources: **Funding determined within 2010 Department's Budget.**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY

Department of Budget & Management

Fiscal Note

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

To: Commissioners' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 15, 2009 Agenda Item: 18934

Background / Description:

The Hidalgo County Commissioners Court at its meeting of October 19, 2004 voted on and approved a U.S. Department of Justice COPS Universal Hiring Award in the amount of $1,125,000.00. The award start date was from 8/01/2004 to 7/31/2007 to hire fifteen (15) full time officers. On July, 17, 2007 Commissioners Court approved an extension to the termination date of the grant to January 31, 2009.

Hidalgo County as a Universal Hiring grantee was committed to retain each officer position awarded for at least one full budget cycle after the expiration of the grant. To be in compliance with the grant award, the County of Hidalgo during its 2009 Budget cycle, created the fifteen (15) full time officer positions under the retention phase that will be fulfilled on December 31, 2009.

The Department of Budget and Management is requesting Commissioner's Court for direction/ guidance on how to proceed with the existing (fifteen) 15 full time officer positions that will be terminated on December 31, 2009 and were not created during the 2010 budget process.

Budgetary Impact:

The creation of the 15 full time officer position under the Sheriff Department General Fund account will cost an estimated annual amount of 769,700.00 which includes any allowances and fringe benefits.

POSITION TITLE	BUDGETED SALARY	LONGEVITY	ALLOWANCES	TOTAL COMP.
Deputy Sheriff	36,480.00	180.00		36,660.00
Deputy Sheriff Step I	38,000.00	120.00	600.00	37,200.00
Deputy Sheriff Step I	38,000.00	120.00		38,120.00
Deputy Sheriff Step I	38,000.00	180.00		38,180.00
Deputy Sheriff Step I	38,000.00	120.00	2,100.00	40,220.00
Deputy Sheriff Step I	38,000.00	60.00		38,060.00
Deputy Sheriff Step II	39,300.00	120.00		39,420.00
Sr. Deputy Sheriff Step I	41,800.00	180.00		41,980.00
Sr. Deputy Sheriff Step I	41,800.00	420.00	3,300.00	45,520.00
Sr. Deputy Sheriff Step I	41,800.00	300.00	2,100.00	44,200.00
Sr. Deputy Sheriff Step I	41,800.00	300.00	1,800.00	43,900.00
Sr. Deputy Sheriff Step I	41,800.00	420.00	2,600.00	44,820.00
Sr. Deputy Sheriff Step I	41,800.00	360.00	2,600.00	44,760.00
Sr. Deputy Sheriff Step I	41,800.00	180.00		41,980.00
Sr. Deputy Sheriff Step I	41,800.00	180.00		41,980.00
TOTAL:	$600,210.00	$3,240.00	$15,100.00	$618,550.00

Grant Summary of Expenditures:

YEAR	GRANT	%	GENERAL FUND	%	TOTAL
*2004	-				-
**2005	198,173.92	31.40%	12,192.31	5.80%	210,366.23
2006	351,220.72	50.01%	351,087.98	49.99%	702,308.70
2007	310,878.62	43.07%	410,937.69	56.93%	721,816.31
2008	264,726.74	36.31%	464,595.79	63.69%	729,019.53
2009	-	-	753,831.44	100.00%	753,831.44
TOTAL:	$1,125.000.00		$1,992,342.21		$3,117,342.21

* Grant was awarded August 2004.

** Pro-rated annual salaries. Estimated hire date was September 1, 2005.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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Agenda Item: 19081

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 29, 2009

Summary of request/proposal:
District Attorney's Office is requesting approval to create one (1) regular full-time Assistant District Attorney position, slot no. 0001, budgeted at $60,000.00 per year with authority to pay $900.00 per year in Auto Allowance and approval to create one (1) regular full-time Legal Assistant position, slot no. 0002, budgeted at $17,249.00 per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1281	Assistant District Attorney	0001	113	0.00	60,000.00	60,000.00
1281	Assistant District Attorney (Auto Allowance)	0001	118	0.00	900.00	900.00
1281	Legal Assistant	0002	113	0.00	17,249.00	17,249.00
				0.00	78,149.00	78,149.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1281-412-00-080-012-0- 113	DA Border Prosecutor - REG F/T EMPLOYEES	$78,149.00
0-1281-412-00-080-012-0- 211	DA Border Prosecutor - HEALTH INSURANCE	$8,328.00
0-1281-412-00-080-012-0- 212	DA Border Prosecutor - LIFE INSURANCE	$54.00
0-1281-412-00-080-012-0- 220	DA Border Prosecutor - FICA	$5,978.40
0-1281-412-00-080-012-0- 230	DA Border Prosecutor - RETIREMENT	$7,439.78
0-1281-412-00-080-012-0- 250	DA Border Prosecutor - UNEMPLOYMENT COMP	$390.75
0-1281-412-00-080-012-0- 260	DA Border Prosecutor - WORKER'S COMP	$0.00
	2010 Budgetary Impact	**$100,339.93**

2011 Budgetary Impact: **$100,339.93**

Possible Funding Sources: Border Prosecution Initiative Grant Funds

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 29, 2009 **Agenda Item:** 19081

Summary of request/proposal:

The County Clerk's Office is requesting approval to create one (1) regular full-time Deputy Clerk position, slot #0009, budgeted salary $27,000.00 per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Adjustment Requested
1100	DEPUTY CLERK	0009	113	$0.00	$27,000.00	$27,000.00
				0.00	$27,000.00	$27,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-415-40-180-002-0- 113	CO. CLERK REC ARCHIVE- REG F/T EMPLOYEES	$27,000.00
0-1100-415-40-180-002-0- 211	CO. CLERK REC ARCHIVE- HEALTH INSURANCE	$4,164.00
0-1100-415-40-180-002-0- 212	CO. CLERK REC ARCHIVE- LIFE INSURANCE	$27.00
0-1100-415-40-180-002-0- 220	CO. CLERK REC ARCHIVE- FICA	$2,065.50
0-1100-415-40-180-002-0- 230	CO. CLERK REC ARCHIVE- RETIREMENT	$2,570.40
0-1100-415-40-180-002-0- 250	CO. CLERK REC ARCHIVE- UNEMPLOYMENT COMP	$135.00
0-1100-415-40-180-002-0- 260	CO. CLERK REC ARCHIVE- WORKER'S COMP	$0.00
	2010 Budgetary Impact:	$35,961.90

2011 Budgetary Impact: $35,961.90

Possible Funding Sources: **Funding determined within 2010 Department's Budget**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

AI-19156 **15.C.3.**

Request for (10) new temporary full time Elections Specialist Positions
CC REGULAR

Date:	12/29/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Elections Dept.
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Salary Schedule Changes

Information

CAPTION

Elections Dept (1100):
a. Approval to create ten (10) temporary full time Elections Specialist positions, slot #'s T110 - T019, budgeted hourly rate $8.00, positions not to six (6) months and or 12/31/09.
b. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

No transfer needed at this time, positions will not be filled until the middle of January 2010, funds have been identified in County Wide Contingency.

Attachments

Link: Job Description

Link: Revised salary schedule

Link: Fiscal Note

Link: PAR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	12/23/2009 11:26 AM	APRV
2	Budget & Management	Erika Zamora	12/23/2009 01:15 PM	APRV
3	Sylvia Solis	Sylvia Solis	12/23/2009 03:30 PM	APRV
4	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Rosie Cantu Started On: 12/22/2009 03:27 PM

Final Approval Date: 12/23/2009

HIDALGO COUNTY
Elections Department

Job Title: Elections Specialist (Temporary) **FLSA Status: NON- Exempt**

Dept. Code: 130-001 **Civil Service Status: Exempt**

SUMMARY:

Will work under the direction of the Elections Administrator and will work closely with Data Processor, Elections, and IT Managers in the performance of the duties of elections, processing voter registration applications and forms, working with the public to answer questions and assist with public requests and will assist in transporting, maintenance, set-up, assembly, testing and inventory of all electronic and computer equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Maintain accurate and up to date voter registration data and files;
- Assist public either by telephone or in person, with voter registration application information and elections information as needed;
- Provide public assistance in responding to telephone calls;
- Assist public with request information and questions;
- Knowledgeable of Deputizing Program for public, business and organizations utilized in Voter Registration process;
- Perform manual filing and scanning of voter applications and forms;
- Assist Data Processors II & III in interpreting and reading city and county map boundaries for proper precinct locations;
- Assist Elections Manager with various duties including processing mail-in ballots, Ballot Board, and preparation of election supplies, bins, etc.;
- Assist the IT department in the Election's Warehouse in regards to voting equipment and election supplies to include transportation, set-up and maintenance of the electronic voting units;
- Coordinate with Elections Staff on transportation requirements, supplies, and materials such as tables, chairs, voting equipment, ballot boxes, voting booths and election kits;
- Must be able to work under loud conditions, pressure and in meeting deadlines;
- Must be able to work nights and weekends as needed;
- Must have good writing and communication skills;
- Must be well organized;
- Must have regular attendance, be detailed oriented, and a self-motivator;
- Ability to work well with others including contractual entities, department employees, elected officials, the community, and department heads;
- Perform other duties as may be assigned.

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

EDUCATION and/or EXPERIENCE:
- High school diploma or general education degree GED;
- Must have a minimum of one year of computer and data entry skills experience;
- Bilingual is preferred.

OTHER SKILLS AND ABILITIES:
- Ability to read, interpret and accept documents such as public requests;
- Ability to communicate effectively with staff and the public.
- Must have a good driving record;
- May be asked to handle an electric forklift;
- May be asked to climb a ladder.

ADDITIONAL DUTIES
- During elections, must be available to work extended hours and/or weekends when necessary;
- Must be able to work under stressful and demanding conditions;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;
- Regular attendance punctuality is a must.

CERTIFICATES, LICENSES, REGISTRATIONS:
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's insurance carrier.

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

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

The employee must regularly lift and/or move over thirty-five (35) to fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

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

The noise level in the work environment is usually moderate.

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

- Sitting for extended periods of time;
- Operating assigned equipment.

Maintain mental capacity which permits:

- Making sound decisions and using good judgment;
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions which involve:

- Working closely with others;
- Working in a multi-task environment.
- Maintain effective audio-visual discrimination and perception needed for:
- Making observations;
- Reading and writing;
- Operating assigned equipment;
- Communicating with others.

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

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1100-414-00-130-001-0

AI - 19156

ELECTIONS DEPT.

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	ELECTIONS ADMINISTRATOR	70,000.00	0.00	70,000.00	0.05	3,500.00	0.00	73,500.00	73,500.00	0.00	0.00	0.00	0.00	0.00	73,500.00
0002	113	INFORMATION TECHNOLOGY MANAGER	59,933.00	0.00	59,933.00	0.05	2,997.00	0.00	62,930.00	62,930.00	360.00	0.00	0.00	0.00	0.00	63,290.00
0005	113	ELECTIONS SPECIALIST	37,500.00	0.00	37,500.00	0.05	1,875.00	0.00	39,375.00	39,375.00	420.00	0.00	0.00	0.00	0.00	39,795.00
0007	113	SENIOR FIELD SERVICE SPECIALIST	31,116.00	0.00	31,116.00	0.05	1,555.80	0.00	32,671.80	32,672.00	0.00	0.00	0.00	0.00	0.00	32,672.00
0010	113	ACCOUNTING CLERK	27,445.00	0.00	27,445.00	0.05	1,372.00	3,183.00	32,000.00	32,000.00	1,860.00	0.00	0.00	0.00	0.00	33,860.00
0011	113	EXECUTIVE ASSISTANT II	26,980.00	0.00	26,980.00	0.05	1,349.00	16,081.00	44,410.00	44,410.00	300.00	0.00	0.00	0.00	0.00	44,710.00
0013	113	FIELD SERVICE SPECIALIST	26,301.00	0.00	26,301.00	0.05	1,315.00	685.00	28,301.00	28,301.00	0.00	0.00	0.00	0.00	0.00	28,301.00
0014	113	DATA PROCESSOR III	22,149.00	0.00	22,149.00	0.05	1,107.00	3,744.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0015	113	ADMINISTRATIVE ASSISTANT III	22,149.00	0.00	22,149.00	0.05	1,107.00	6,968.00	30,224.00	30,224.00	0.00	0.00	0.00	0.00	0.00	30,224.00
0016	113	DATA PROCESSOR II	19,424.00	0.00	19,424.00	0.05	971.00	5,105.00	25,500.00	25,500.00	0.00	0.00	0.00	0.00	0.00	25,500.00
0017	113	DATA PROCESSOR I	19,424.00	0.00	19,424.00	0.05	971.00	3,605.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0018	113	DATA PROCESSOR I	19,424.00	0.00	19,424.00	0.05	971.00	3,605.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0020	113	DATA PROCESSOR I	19,424.00	0.00	19,424.00	0.05	971.00	3,605.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0021	113	DATA PROCESSOR I	19,424.00	0.00	19,424.00	0.05	971.00	3,605.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0022	113	DATA PROCESSOR I	19,424.00	0.00	19,424.00	0.05	971.00	3,605.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0085	113	EXECUTIVE ASSISTANT	40,000.00	0.00	40,000.00	0.05	2,000.00	0.00	42,000.00	40,950.00	1,260.00	0.00	0.00	0.00	0.00	42,210.00
0086	113	ELECTIONS PROJECT COORDINATOR	0.00	34,000.00	34,000.00	0	0.00	3,109.00	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	37,109.00
T095	121	DATA PROCESSOR	16,640.00	0.00	16,640.00	0	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T100	121	DATA PROCESSOR	16,640.00	0.00	16,640.00	0	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T103	121	DATA PROCESSOR	16,640.00	0.00	16,640.00	0	0.00	0.00	16,640.00	16,640.00	0.00	0.00	0.00	0.00	0.00	16,640.00
0109	113	ACCOUNTANT II	0.00	40,404.00	40,404.00	0	0.00	0.00	40,404.00	38,220.00	0.00	0.00	0.00	0.00	0.00	38,220.00
		TEN (10) PROPOSED TEMPORARY FULL TIME POSITIONS														
T110	**121**	**ELECTIONS SPECIALIST**	**0.00**	**16,640.00**	**16,640.00**	**0**	**0.00**	**0.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T111	**121**	**ELECTIONS SPECIALIST**	**0.00**	**16,640.00**	**16,640.00**	**0**	**0.00**	**0.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T112	**121**	**ELECTIONS SPECIALIST**	**0.00**	**16,640.00**	**16,640.00**	**0**	**0.00**	**0.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T113	**121**	**ELECTIONS SPECIALIST**	**0.00**	**16,640.00**	**16,640.00**	**0**	**0.00**	**0.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T114	**121**	**ELECTIONS SPECIALIST**	**0.00**	**16,640.00**	**16,640.00**	**0**	**0.00**	**0.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T115	**121**	**ELECTIONS SPECIALIST**	**0.00**	**16,640.00**	**16,640.00**	**0**	**0.00**	**0.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T116	**121**	**ELECTIONS SPECIALIST**	**0.00**	**16,640.00**	**16,640.00**	**0**	**0.00**	**0.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T117	**121**	**ELECTIONS SPECIALIST**	**0.00**	**16,640.00**	**16,640.00**	**0**	**0.00**	**0.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T118	**121**	**ELECTIONS SPECIALIST**	**0.00**	**16,640.00**	**16,640.00**	**0**	**0.00**	**0.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T119	**121**	**ELECTIONS SPECIALIST**	**0.00**	**16,640.00**	**16,640.00**	**0**	**0.00**	**0.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
		TOTAL	530,037.00	240,804.00	770,841.00		24,003.80	56,900.00	851,744.80	624,831.00	4,200.00	0.00	0.00	0.00	0.00	629,031.00

Approval to create ten (10) temporary full time Elections Specialist positions, slot #'s T110 - T019, budgeted hourly rate $8.00, position not to exceed 6mths and or 12/31/09.

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 Dat Tuesday, December 29, 2009 **Agenda Item:** 19156

Summary of request/proposal:
The Elections Dept is requesting approval to create ten (10) temporary full time Elections Specialist positions, slot #'s T110 - T119, budgeted hourly rate $8.00.

Fund	Current/ Extended Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	ELECTIONS SPECIALIST	T110	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	T111	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	T112	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	T113	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	T114	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	T115	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	T116	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	T117	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	T118	121	$0.00	$16,640.00	$16,640.00
1100	ELECTIONS SPECIALIST	T119	121	$0.00	$16,640.00	$16,640.00
				$0.00	$166,400.00	$166,400.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-414-00-130-001-0-	121	ELECT. DEPT-	TEMP F/T EMPLOYEES	$1,912.64
9-1100-414-00-130-001-0-	211	ELECT. DEPT-	HEALTH INSURANCE	-
9-1100-414-00-130-001-0-	212	ELECT. DEPT-	LIFE INSURANCE	-
9-1100-414-00-130-001-0-	220	ELECT. DEPT-	FICA	$146.32
9-1100-414-00-130-001-0-	230	ELECT. DEPT-	RETIREMENT	-
9-1100-414-00-130-001-0-	250	ELECT. DEPT-	UNEMPLOYMENT COMP	$9.56
9-1100-414-00-130-001-0-	260	ELECT. DEPT-	WORKER'S COMP	$0.00
			2009 Budgetary Impact	$2,068.52

2010 Budgetary Impact: -

Possible Funding Sources: **CO. WIDE CONTINGENCY- SEE NOTE BELOW**

Budget Office Recommendation:

POSITIONS WILL NOT BE FILLED UNTIL MIDDLE OF JANUARY 2010

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: ELECTIONS DEPT- 130 **DATE:** 12/23/09

CURRENT POSITION TITLE: **CURRENT SLOT. #:** T110-T119

REQUESTED POSITION TITLE: ELECTIONS SPECIALIST
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☑ Other TEN (10) NEW TEMP POS.

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 16,640.00 X 10 positions (Proposed Budgeted Salary) $ 166,400.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other CO WIDE CONTINGENCY

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $8.00 p/hr

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 8.00 x 2,080.00 = $16,640.00

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

TEMPORARY POSITIONS:

01/01/2010	07/01/2010	8 AM - 5 PM	40	6MTHS
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)

Necessary for upcoming elections, scanning project, shredding project, and redistricting project.

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

Will work under the direction of the Elections Administrator and will work closely with Data Processor, Elections, and IT Managers in the performance of the duties of elections, processing voter registration applications and forms, working with the public to answer questions and assist with public requests and will assist in transporting, maintenance, set-up, assembly, testing and inventory of all electronic and computer equipment.

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)

These positions will be in lieu of hiring vendors to perform the job.

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 12/23/2009	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-19170 **15.C.4.**

Co. Judge - Request for new positions

CC REGULAR

Date:	12/29/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	County Judge's Office
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

County Judge (1100):
a. Approval to create one (1) temporary full time Administrative Aide II position, slot no. T028, budgeted hourly rate $21.65, position effective January 04, 2010, not to exceed six (6) months.
b. Approval to create one (1) temporary full time Administrative Assistant position, slot no. T029, budgeted hourly rate $23.39, position effective January 04, 2010, not to exceed six (6) months.
c. Approval of 2010 revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available funding in calendar year 2010 Co. Wide Contin. account .

Attachments

Link: job descriptions

Link: revised salary schedule

Link: Fiscal Note

Link: PARs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/23/2009 01:16 PM	APRV
2	Sylvia Solis	Sylvia Solis	12/23/2009 04:15 PM	APRV
3	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Rosie Cantu Started On: 12/23/2009 11:27 AM

Final Approval Date: 12/23/2009

HIDALGO COUNTY
COUNTY JUDGE'S OFFICE

Job Title: Administrative Assistant (Temp) **FLSA Status:** Non-EXEMPT

Dept. Code: 110-006 **Civil Service Status:** Exempt

SUMMARY:
Under the general direction of the County Judge. Provides assistance to the general public regarding the Hidalgo County departments.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provide information and assistance to the general public;
- Attends public meetings as representative of the Office of the County Judge;
- Develops methods for improving work performance for the betterment of Hidalgo County;
- Compiles, analyzes and presents information for review on assigned projects;
- Develops general recommendations that promote a continuing improvement in the policies and procedures of the County;
- Prepares and gives workshops on various topics as requested by the County Judge and Commissioners' Court;
- Makes public presentations to the Commissioners' Court, other public bodies and community organizations on issues and projects coordinated through the office of the County Judge;
- Prepares and reviews the preparation of correspondence to the general public;
- Coordinates research to identify and evaluate innovative approaches to the cost-effective provision of County services;
- Regular attendance is a must;
- Ability to work well with others;

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

EDUCATION and/or EXPERIENCE:

- Bachelor degree in business, public administration or related field and/or;
- Four (4) years of administrative experience in local government and/or;
- Knowledge of Texas county government administration and policy-making processes;
- Must have good computer skills.
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;
- Must be able to be insured by the County's Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed; duties may change according to changing needs of the County

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

HIDALGO COUNTY
COUNTY JUDGE'S OFFICE

Job Title:	**Administrative Aide II** (Temporary)	**FLSA Status:**	**Non-Exempt**
Dept. Code: 110-006		**Civil Service Status:**	**Exempt**

SUMMARY:
Performs multiple tasks for the staff of the County Judge's office and provides assistance to the Chief Administrator and support to the administrative assistants. This position reports to an elected official and department head. Must be capable of completing detailed paperwork and be able to assist the administrative aides with their respective projects at the same time. Must be able to perform all other duties directed by the County Judge or by the Chief Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- May prepare agendas, materials, related thereto and see that all legal requirements are met;
- May be responsible for following up on action of a court, committee or assigned group to ensure that decisions are implemented, contracts are prepared and appropriate parties are notified;
- Responsible for establishing and maintaining official documents and records in appropriate files;
- May be asked to attend some meetings to take notes or furnish information;
- May receive visits or calls regarding complaints which may be resolved or referred to proper person for resolution;
- Should maintain a professional appearance and business attire;
- Should maintain confidentiality with private matters of the County Judge's office;
- Assists office staff as requested or assigned;
- Regular attendance is a must;
- Ability to work well with others;
- Other duties as assigned;

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

EDUCATION and/or EXPERIENCE:

- Bachelor's degree and a minimum of two years administrative or governmental experience preferred;

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES:

- Ability to read, interprets, and accepts documents such as safety rules, operating and maintenance instructions, and procedure manuals;
- Ability to complete reports and answer routing correspondence;
- Ability to apply common sense understanding and direct staff in written, oral, or diagram form;
- Ability to supervise and communicate effectively with staff and the public;
- Ability to deal with problems involving several concrete variables in standardized situations;
- Employee may be assigned other duties in addition to those listed; duties may change according to changing needs of the County;
- Must have knowledge of computers and spreadsheets;

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-413-00-110-006-0

AI - 19170

CO JUDGE

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	111	COUNTY JUDGE	109,200.00	0.00	109,200.00	0.05	5,460.00	0.00	114,660.00	114,660.00	0.00	0.00	0.00	8,000.00	0.00	122,660.00
0002	113	CHIEF ADMINISTRATOR	77,562.00	0.00	77,562.00	0.05	3,878.10	0.00	81,440.10	81,440.00	0.00	0.00	0.00	5,400.00	0.00	86,840.00
0003	113	ASSISTANT CHIEF ADMINISTRATOR	72,696.00	0.00	72,696.00	0.05	3,635.00	0.00	76,331.00	76,331.00	1,200.00	0.00	0.00	0.00	0.00	77,531.00
0004	113	ECONOMIC DEVELOPMENT COORDINATOR	67,600.00	0.00	67,600.00	0.05	3,380.00	0.00	70,980.00	70,980.00	0.00	0.00	0.00	5,400.00	0.00	76,380.00
0006	113	ADMINISTRATIVE ASSISTANT	52,000.00	0.00	52,000.00	0.05	2,600.00	0.00	54,600.00	54,600.00	300.00	0.00	0.00	0.00	0.00	54,900.00
0007	113	ADMINISTRATIVE AIDE II	27,482.00	7,518.00	35,000.00	0	0.00	0.00	35,000.00	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00
0011	113	EXECUTIVE ASSISTANT	46,340.00	0.00	46,340.00	0.05	2,317.00	0.00	48,657.00	48,657.00	420.00	0.00	0.00	0.00	0.00	49,077.00
0012	113	ADMINISTRATIVE ASSISTANT	44,720.00	0.00	44,720.00	0.05	2,236.00	0.00	46,956.00	46,956.00	0.00	0.00	0.00	0.00	0.00	46,956.00
0018	113	ADMINISTRATIVE AIDE II	42,901.00	0.00	42,901.00	0.05	2,145.00	0.00	45,046.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0020	113	ADMINISTRATIVE AIDE II	28,581.00	0.00	28,581.00	0.05	1,429.00	4,990.00	35,000.00	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00
0024	113	ADMINISTRATIVE ASSISTANT	49,920.00	0.00	49,920.00	0.05	2,496.00	0.00	52,416.00	48,657.00	300.00	0.00	0.00	0.00	0.00	48,957.00
0025	113	ADMINISTRATIVE AIDE I	24,960.00	0.00	24,960.00	0.05	1,248.00	752.00	26,960.00	26,960.00	0.00	0.00	0.00	0.00	0.00	26,960.00
0026	113	ECONOMIC DEVELOPMENT PLANNER	0.00	46,800.00	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
0027	113	ECONOMIC DEVELOPMENT PLANNER II	0.00	56,000.00	56,000.00	0.05	2,800.00	0.00	58,800.00	58,800.00	0.00	0.00	0.00	0.00	0.00	58,800.00
		NEW PROPOSED TEMPORARY POSITIONS														
T028	**121**	**ADMINISTRATIVE AIDE II**	**0.00**	**45,046.00**	**45,046.00**	**0**	**0.00**	**0.00**	**45,046.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T029	**121**	**ADMINISTRATIVE ASSISTANT**	**0.00**	**48,657.00**	**48,657.00**	**0**	**0.00**	**0.00**	**48,657.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
		TOTAL	643,962.00	204,021.00	847,983.00		35,964.10	5,742.00	889,689.10	747,181.00	2,220.00	0.00	0.00	18,800.00	0.00	768,201.00

The County Judge's Office is requesting approval to create one (1) temporary full-time Administrative Aide II position, slot no. T028, budgeted hourly rate $21.65 and one (1) temporary full time Administrative Assistant position, slot T029, budgeted hourly rate $23.39, not to exceed six (6) months. All personnel actions 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.

Agenda Item: 19170

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 29, 2009

Summary of request/proposal:
The County Judge's Office is requesting approval to create one (1) temporary full-time Administrative Aide II position, slot no. T028, budgeted hourly rate $21.65 and one (1) temporary full time Administrative Assistant position, slot T029, budgeted hourly rate $23.39, not to exceed six (6) months. Positions effective January 04, 2009.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	ADMINISTRATIVE AIDE II	T028	121	0.00	45,046.00	45,046.00
1100	ADMINISTRATIVE ASST.	T029	121	0.00	48,658.00	48,658.00
				0.00	93,704.00	93,704.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-413-00-110-006-0- 121	COUNTY JUDGE -	TEMP F/T EMPLOYEES	$46,672.49
0-1100-413-00-110-006-0- 211	COUNTY JUDGE -	HEALTH INSURANCE	-
0-1100-413-00-110-006-0- 212	COUNTY JUDGE -	LIFE INSURANCE	-
0-1100-413-00-110-006-0- 220	COUNTY JUDGE -	FICA	$3,570.45
0-1100-413-00-110-006-0- 230	COUNTY JUDGE -	RETIREMENT	-
0-1100-413-00-110-006-0- 250	COUNTY JUDGE -	UNEMPLOYMENT COMP	$233.36
0-1100-413-00-110-006-0- 260	COUNTY JUDGE -	WORKER'S COMP	-
		2010 Budgetary Impact	$50,476.30

2011 Budgetary Impact: N/A

Possible Funding Sources: COUNTYWIDE CONTINGENCY

Budget Office Recommendation:

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: County Judge's Office Dept. No. 110 **DATE:** 12/23/09

CURRENT POSITION TITLE: NA **CURRENT SLOT. #:** T029

REQUESTED POSITION TITLE: Administrative Assistant
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 48,657.00 (Proposed Budgeted Salary) $ 48,657.00 (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 ☐ 23.3928 Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 48,657.00 Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

1/1/10				
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)

One Administrative Assistant has taken leave without pay for a period not to exceed six months.

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

The temporary Administrative Assistant will provide information and assistance to the general public and make presentations and attend meetings as representative of the Office of the County Judge.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/23/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/23/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: COUNTY JUDGE (110-006) **DATE:** 12/01/09

CURRENT POSITION TITLE: **CURRENT SLOT. #:** T028

REQUESTED POSITION TITLE: ADMINISTRATIVE AIDE II (TEMPORARY)
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ ~~35,000.00~~ 45046.00 (Proposed Budgeted Salary) $ ~~35,00.00~~ (Net Change)

Position to be funded from one of the following:

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

☑ Other COUNTY WIDE- CONTINGENCY 9-1100-415-00-115-002-0-899

POSITION Type:

Full Time Employee Object 113	☐	Part Time Employee Object 114	☐	$ ~~16.826923~~	
Full Time Temporary Object 121	☑	Part Time Temporary Object 122	☐	$ ~~16.826923 X 2,080 hrs~~ = ~~$35,000.00~~	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.)
JAN 04, 2010		MON-FRI	40	3 ~~6~~ months

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

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

~~Job Vacancy~~
Department not ready for permanent position posting. As we are working on a restructuring plan and anticipate descriptive changes. We do however need the support services now.

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

see job description attached

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 12/23/2009	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-19178 **15.C.5.**

Co. Treasurer - Create one Payroll Data Specialist II position

CC REGULAR

Date:	12/29/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Co. Treasurer
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Salary Schedule Changes

Information

CAPTION

County Treasurer (1100):
a. Approval to create one (1) regular full-time Payroll Data Specialist II position, slot # 0014, budgeted salary $40,078.00 per year, position effective January 04, 2010.
b. Approval of interdepartmental transfer.
c. Approval of 2010 revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available funding in calendar year 2010 Co. Wide Contin. account .

Attachments

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	12/23/2009 05:03 PM	APRV
2	Budget & Management	Erika Zamora	12/23/2009 05:16 PM	APRV
3	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Sylvia Solis Started On: 12/23/2009 04:04 PM

Final Approval Date: 12/23/2009

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Co. Treasurer Dept. (015-001) DATE: December 29, 2009

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0014

REQUESTED POSITION TITLE: Payroll Data Specialist II

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) $ 40,078.00 (Proposed Budgeted Salary) $ 40,078.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other 2010 Co. Wide Contingency

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

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
COMMISSIONER COURT
2009 SALARY SCHEDULE

0-1100-415-16-150-001-0

AI - 19178

CO. TREASURER

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	111	COUNTY TREASURER	87,360.00	0.00	0.00	0	0.00	0.00	87,360.00	0.00	0.00	0.00	0.00	8,000.00	0.00	8,000.00
0002	113	CHIEF DEPUTY II	54,600.00	8,999.00	63,599.00	0	0.00	0.00	63,599.00	0.00	1,320.00	0.00	0.00	0.00	0.00	1,320.00
0003	113	CHIEF ASSISTANT TREASURER/PAYRC	49,686.00	0.00	0.00	0	0.00	0.00	49,686.00	0.00	660.00	0.00	2,500.00	0.00	0.00	3,160.00
0004	113	PAYROLL ASSISTANT SUPERVISOR	42,233.00	0.00	0.00	0	0.00	0.00	42,233.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	PAYROLL DATA SPECIALIST	39,939.90	0.00	0.00	0	0.00	0.00	39,939.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0006	113	ACCOUNTS PAYABLE/PAYROLL DATA	39,939.90	0.00	0.00	0	0.00	0.00	39,939.90	0.00	420.00	0.00	0.00	0.00	0.00	420.00
0007	113	ASSISTANT TREASURER/ACCOUNTAN	34,748.00	0.00	0.00	0	0.00	0.00	34,748.00	0.00	840.00	0.00	0.00	0.00	0.00	840.00
0008	113	ASSISTANT TREASURER/ACCOUNTAN	34,557.00	0.00	0.00	0	0.00	0.00	34,557.00	0.00	480.00	0.00	0.00	0.00	0.00	480.00
0009	113	PAYROLL CLERK	33,354.00	0.00	0.00	0	0.00	0.00	33,354.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0010	114	ASSISTANT PAYROLL CLERK	25,725.00	0.00	0.00	0	0.00	0.00	25,725.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0011	113	PAYROLL CLERK	31,744.00	0.00	0.00	0	0.00	0.00	31,744.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0012	113	ASSISTANT TREASURER/CASHIER	32,958.00	0.00	0.00	0	0.00	0.00	32,958.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0013	113	ASSISTANT TREASURER/CASHIER	34,944.00	0.00	0.00	0	0.00	0.00	34,944.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		PROPOSED POSITION: ↓ ↓														
0014	**113**	**PAYROLL DATA SPECIALIST II**	**0.00**	**40,078.00**	**40,078.00**	**0**	**0.00**	**0.00**	**40,078.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			541,788.80	8,999.00	63,599.00		0.00	0.00	550,787.80	0.00	3,720.00	0.00	2,500.00	8,000.00	0.00	14,220.00

Approval to create one (1) regular full-time Payroll Data Specialist II position, slot # 0014, budgeted salary $40,078.00 per year. Pending CC approval.

HIDALGO COUNTY
TREASURER'S DEPARTMENT

Job Title: Payroll Data Specialist II — FLSA Status: Non Exempt

Dept No: 150 — Civil Service Status: Non Exempt

SUMMARY:
To provide assistance to the Payroll Supervisor and Assistant Payroll Supervisor regarding all operations and activities of the Hidalgo County Treasury Payroll Department and to perform variety of administrative and clerical duties. Receive supervision from County Treasurer, Office Manager and Payroll Supervisor.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Assist in typing, filing, shredding, faxing, etc.;
- Tabulating time sheets;
- Reviewing and correcting amended time sheets;
- Assist all departments with corrections to time sheets and other reports;
- Maintain and verify available balance for vacation, sick leave, comp-time and holiday;
- Maintain all records accurately;
- Processing change of status forms, deduction changes, court orders and verification of employment, etc.;
- Generate various payroll reports as needed;
- Answer telephone and respond to questions pertaining to payroll;
- Additional duties may be assigned according to the changing needs of the Payroll Division;
- Assisting in any/all other duties assigned by the Hidalgo County Treasurer.

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:
- Associate of Applied Science in Accounting from a Junior College;
- Or the equivalent of four (4) years experience with at least one year experience in governmental payroll;
- Minimum of (2) two years experience in database design & maintenance, experience and knowledge in Microsoft Access, HTML, SQL, and Crystal Reports;
- Must have background knowledge in computer operations in a payroll environment;
- Must be able to work with electronic spreadsheets and word processing.

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:

- Extensive knowledge of computer applications: Microsoft Word, Excel and Power Point;
- Type sixty (60) works per minute;
- Use ten (10) key calculator by touch is mandatory;
- Ability to meet deadlines and work quickly and accurately under pressure;
- Accuracy with numbers and details;
- Positive attitude and fast efficient learner;
- Able to establish and maintain effective working relationships with other county employees, officials and the general public.

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- Sitting for extended periods of time;
- Operating assigned equipment.

Maintain mental capacity, which permits;

- Making sound decisions and using good judgment;
- Handling financial affairs effectively and honestly;
- Maintaining confidentiality;
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- Making observations;
- Reading and writing;
- Operating assigned equipment;
- Communication with others.

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' safety regulations.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 19178

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 29, 2009

Summary of request/proposal:
County Treasurer is requesting approval to create one (1) regular full-time Payroll Data Specialist II position, slot # 0014, budgeted salary $40,078.00 per year, position effective January 04, 2010.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	PAYROLL DATA SPECIALIST	0014	113	0.00	40,078.00	40,078.00
				0.00	40,078.00	40,078.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-415-16-150-001-0- 121	COUNTY TREASURER - REG F/T EMPLOYEES	$39,924.44
0-1100-415-16-150-001-0- 211	COUNTY TREASURER - HEALTH INSURANCE	$4,148.05
0-1100-415-16-150-001-0- 212	COUNTY TREASURER - LIFE INSURANCE	$26.90
0-1100-415-16-150-001-0- 220	COUNTY TREASURER - FICA	$3,054.22
0-1100-415-16-150-001-0- 230	COUNTY TREASURER - RETIREMENT	$3,800.81
0-1100-415-16-150-001-0- 250	COUNTY TREASURER - UNEMPLOYMENT COMP	$199.62
0-1100-415-16-150-001-0- 260	COUNTY TREASURER - WORKER'S COMP	$79.85
	2010 Budgetary Impact	$51,233.89

2011 Budgetary Impact: $51,430.95

Possible Funding Sources: 2010 COUNTYWIDE CONTINGENCY

Budget Office Recommendation:

AI-19158 **16.A.4.**

Award of Bids - "Tower Site Leases" - Weslaco & La Joya - Hidalgo County Division of Emergency Services

CC REGULAR

Date:	12/29/2009
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Recommending award of bids and approval of lease agreements to sole bidder O. E. Investments meeting all specifications and/or requirements as attached hereto for Hidalgo County Division of Emergency Services - Tower Site Leases in the:
a. City of La Joya, TX - Bid No. 2009-088-10-21-ERT
b. City of Weslaco, TX - Bid No. 2009-089-10-21-ERT

BACKGROUND

Vendor: O.E. Investments, LTD sole bidder for La Joya, TX.
Vendor: O.E. Investments, LTD sole bidder for Weslaco, TX.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-429-00-300-023-0-441

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

BUDGETARY IMPACT:

Available balance as of 12-18-09 is $12,000. Same account number being used for both:
City of La Joya, TX - Bid No. 2009-088-10-21-ERT.
City of Weslaco, TX - Bid No. 2009-089-10-21-ERT.

Department will need to transfer monies within their 2010 budget to accomodate funding this item at the beginning of the year. Their is enough funding to cover to (2) months of rental a this time.

Attachments

Link: MEMO RECOMMENDATION LA JOYA TX, PARTICIPATION LOG, BID TABULATION SHEET

Link: MEMO RECOMMENDATION WESLACO TX, PARTICIPATION LOG, BID TABULATION SHEET

Link: Contract apprvd as to form by legal counsel-C-09-088-12-29-La Joya Lease

Link: Contract apprvd as to form by legal counsel-C-09-089-12-29-Weslaco Lease

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/23/2009 04:02 PM	APRV
2	Budget & Management	Erika Zamora	12/23/2009 04:07 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/23/2009 04:17 PM	APRV
4	Roland Garcia	Rolando Garcia	12/23/2009 05:00 PM	APRV
5	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Eric Trevino Started On: 12/22/2009 03:42 PM

Final Approval Date: 12/23/2009

MEMORANDUM

TO: **ALL DEPARTMENT HEADS**

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: October 22, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-088-10-21-ERT
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES - "TOWER SITE LEASE - LA JOYA, TX".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, October 26, 2009 at 5:00 P.M. or as soon as possible in order to place this item on the agenda for Commissioners Court Meeting, Tuesday, November 10, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1) O.E. Investments	Sole respondent - meets specs needed.
2.)	
3.)	
Budget account # - 9-1100-429-00-300-023-0-441	

A.A. "Tony" Pena, Jr | Emergency Services | 11-DEC-2009

Authorized Signature | Printed Name | Department | Date

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: October 21, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-La Joya,TX"

BID NO.: 2009-088-10-21-ERT

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
OE Investment Othal E. Brand, Jr, President Attn: Mr. Hinojosa	EM	ERT	10-6-09	P O Box 4408 McAllen, TX 78502-4408 4800 N 23rd McAllen, TX 78504 (P) 956-683-7979 (F) 956-631-2334 956-793-0103 cell oebrand@rioplexwireless.com ezamora@rioplexwireless.com hinojosatx@gmail.com
South Texas Communications Attn: Rick Surrat or Sid	EM	ERT	10-6-09	709 E Pecan McAllen, TX 78502 956-687-8591 surrat@stcradio.com sidb@stcradios.com
Mobile Relays fkna Rio Radio Supply Attn: Finitivo Ramos or Jim Hanshaw	EM	ERT	10-6-09	515 S 12th McAllen, TX 78501 956-682-5224 primo@mobilerelays.com jimhanshaw@mobilerelays.com
Raba-Kistner Consultants, Inc. Attn: Norma Salazar	EM	ERT	10-13-09	800 E. Hackberry Avenue McAllen, Texas 78501 Phone: (956) 682-5332 Fax: (956) 682-5487 nsalazar@rkci.com http://www.rkci.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET (COMPARISON)

DEPARTMENT NAME: Hidalgo County Division of Emergency Services		
BID OPENING DATE: October 21, 2009	**BID OPENING TIME: 9:30 A.M.**	
DESCRIPTION OF BID: "Tower Site Lease – La Joya, TX"		
BID NO: 2009-088-10-21-ERT	**BUYER: Eric Trevino**	
NAME OF COMPANY	DESCRIPTION	**GRAND TOTAL**
O. E. Investments, LTD **P.O. Box 4408** **McAllen, TX 78502**	1st initial 5 year term Total cost per month-$2,700 Total cost per year-$32,400 Total cost for 1st term of 5 yrs-$162,000 --- 2nd initial 5 year term Total cost per month-$3,375 Total cost per year-$40,500 Total cost for 2nd term of 5 yrs-$202,500 --- 3rd initial 5 year term Total cost per month-$4,218 Total cost per year-$50,616 Total cost for 3rd term of 5 yrs-$253,080	**$617,580.00**

THIS WAS THE ONLY BIDDER

MEMORANDUM

TO: **ALL DEPARTMENT HEADS**

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: October 22, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-089-10-21-ERT
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES - "TOWER SITE LEASE - WESLACO, TX".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, October 26, 2009 at 5:00 P.M. or as soon as possible in order to place this item on the agenda for Commissioners Court Meeting, Tuesday, November 10, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
1.) OE Investments	Sole respondent – meets specs needed.
2.)	
3.)	
Budget account # - 9-1100-429-00-300-023-0-441	

A.A. "Tony" Pena, Jr | A.A. "Tony" Pena, Jr | Emergency Services | 11-DEC-2009

Authorized Signature | Printed Name | Department | Date

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: October 21, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-Weslaco,TX"

BID NO.: 2009-089-10-21-ERT

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
OE Investment Othal E. Brand, Jr, President Attn: Mr. Hinojosa	EM	ERT	10-6-09	P O Box 4408 McAllen, TX 78502-4408 4800 N 23rd McAllen, TX 78504 (P) 956-683-7979 (F) 956-631-2334 956-793-0103 cell oebrand@rioplexwireless.com ezamora@rioplexwireless.com hinojosatx@gmail.com
South Texas Communications Attn: Rick Surrat or Sid	EM	ERT	10-6-09	709 E Pecan McAllen, TX 78502 956-687-8591 surrat@stcradio.com sidb@stcradios.com
Mobile Relays fkna Rio Radio Supply Attn: Finitivo Ramos or Jim Hanshaw	EM	ERT	10-6-09	515 S 12th McAllen, TX 78501 956-682-5224 primo@mobilerelays.com jimhanshaw@mobilerelays.com
Raba-Kistner Consultants, Inc. Attn: Norma Salazar	EM	ERT	10-13-09	800 E. Hackberry Avenue McAllen, Texas 78501 Phone: (956) 682-5332 Fax: (956) 682-5487 nsalazar@rkci.com http://www.rkci.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET (COMPARISON)

DEPARTMENT NAME: Hidalgo County Division of Emergency Services

BID OPENING DATE: October 21, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Tower Site Lease – Weslaco, TX"

BID NO: 2009-089-10-21-ERT	**BUYER: Eric Trevino**

NAME OF COMPANY	DESCRIPTION	GRAND TOTAL
O. E. Investments, LTD **P.O. Box 4408** **McAllen, TX 78502**	1st initial 5 year term Total cost per month-$2,700 Total cost per year-$32,400 Total cost for 1st term of 5 yrs-$162,000 --- 2nd initial 5 year term Total cost per month-$3,375 Total cost per year-$40,500 Total cost for 2nd term of 5 yrs-$202,500 --- 3rd initial 5 year term Total cost per month-$4,218 Total cost per year-$50,616 Total cost for 3rd term of 5 yrs-$253,080	**$617,580.00**

THIS WAS THE ONLY BIDDER

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-09-088-12-29

THIS AGREEMENT is made and entered into this 29th day of **December, 2009** by and between **O.E. INVESTMENTS, LTD** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described as **1 Mile West of FM 2221 of Highway 83, La Joya, Texas, Latitude 26-14-57.0N; Longitude 98-30-12.6W**, (hereinafter referred to as the "Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a term of five (5) years hereinafter referred to as the "initial lease term" commencing on **January 1, 2010** and ending on **December 31, 2015**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02 Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for two (2) additional five (5) year terms (the "Renewal Term(s)) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A", under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" (the "Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Voluntary Termination

2.03 Lessee may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor.

Commitment of Current Revenues Only

2.04 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of Two Thousand Seven Hundred Dollars and No/100ths ($ 2,700.00) per month. The rental amount during the Renewal Terms, if Lessee exercises its renewal options, shall be Three Thousand Three Hundred and Seventy Five Dollars and No/100ths ($ 3,375.00) per month during the first five (5) year Renewal Term and Four Thousand Two Hundred and Eighteen Dollars and No/100ths ($ 4,218.00) per month during the second five (5) year Renewal Term. Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, **January 1, 2010** rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at P.O. Box 4408, McAllen, Texas 78502, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Article I, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 Addition of New and Replacement Equipment. In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added. In no event, however, will the total rental costs associated with this Lease Agreement exceed Twenty-five Thousand Dollars and no/100ths ($25,000.00) per year.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **January 01, 2010** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

LESSOR
O. E. Investments, LTD
Attn.: Othal E. Brand, Jr., President
P. O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Rene A. Ramirez, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Division of Emergency Services
Attn: A. A. "Tony" Pena, Jr., Emergency Manager Coordinator
1615 South Closner, Suite G
Edinburg, Texas 78539

Parties Bound

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

Texas Law to Apply

10.03 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/

Legal Construction

10.04 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 provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON _____, 2009

Approved as to form:

By:_____

Lessee:
County Of Hidalgo

By: _____
Rene A. Ramirez, County Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

Lessor:
O. E. Investments, LTD
Othal Brand, Jr., President/CEO

By: _____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"Tower Site Lease-La Joya, TX"
Bid No: 2009-088-10-21-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 7 pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Lease Agreement, consisting of 8 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar RJJ

Martha L. Salazar, CPPB
Purchasing Agent

October 05, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

October 05, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES**
Request for Bids -**"TOWER SITE LEASE-LA JOYA, TX"**
Bid No: 09-088-10-21-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar PW

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

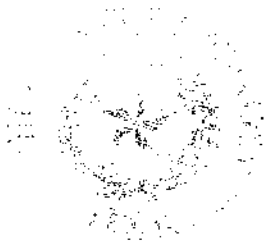
REQUEST FOR BIDS

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"TOWER SITE LEASE-LA JOYA, TX"

BID OPENING DATE:
October 21, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539



1. Sealed bids will be received for **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES–TOWER SITE LEASE-LA JOYA, TX"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-09-088-10-21-ERT-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-LA JOYA, TX"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 21, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS - 09-088-10-21-ERT - RFB-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-LA JOYA, TX".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. 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

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 DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-LA JOYA, TX"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Division of Emergency Services
Attn: Belinda Alvarez
100 E. Cano, 2nd Floor
P.O. Box 1356
Edinburg, TX 78539
956-318-2600

17. Schedule of Events

Bid Opening, 9:30 AM	**October 21, 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 DIVISION OF EMERGENCY SERVICES
"TOWER SITE LEASE-LA JOYA, TX"
BID NO.: 09-088-10-21-ERT

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

Exhibit "A"

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES (DEPARTMENT OF EMERGENCY MANAGEMENT) "TOWER SITE LEASE-LA JOYA,TX" RFB NO. 09-088-10-21-ERT SPECIFICATIONS

Hidalgo County is seeking to Tower Site Lease for the Hidalgo County Division of Emergency Services (Department of Emergency Management). Specifications are as, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1) **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

2) Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of May, 2009. Tower site must be geographically located within 2 miles of the following:

Name	Latitude	Longitude
La Joya	26-14-57.0 N	098-30-12.6 W

3) Height of tower shall be as follows:

Name	Minimum Required Height in feet
La Joya	480

4) Tower site lease provider must provide an equipment shelter at or near the base of the tower to house the communication system and peripherals. Equipment shelter shall be of concrete block or or other construction capable of withstanding sustained hurricane force winds.

5) Tower site lease provider shall be required to provide electricity for the Hidalgo County equipment listed below.

6) Tower site lease provider shall be required to provide air conditioning for the Hidalgo County equipment listed below.

7) Tower site lease provider shall be required to provide back-up generator power at not less than 20 kilowatt 220 – 240 volt capacity and not less than a 500 gallon LP gas storage capacity for the Hidalgo County equipment listed below.

8) Tower must be approved by and meet or exceed current standards and guideline of the F.A.A.

9) Tower must be registered with and meet or exceed standards and current guidelines of the F.C.C. Tower site lease provider shall attach a copy of each F.C.C. Antenna Site Registration.

10) Tower site lease provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11) Tower site lease provider must, throughout the term of the lease, maintain the property and keep it free of waste and nuisance.

12) Tower site lease provider must, throughout the term of the lease, at his own expense, maintain the air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, road access or paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and/or painting, backup generator, LP storage tank and all other components of the property.

13) Tower site lease provider will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

14) Tower site lease provider agrees that technical and maintenance employees and representatives and agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment.

15) Tower site lease provider shall have the right to approve/disapprove the technical staff that will install and/or maintain the equipment.

16) Tower site lease provider agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Hidalgo County's use of the property.

17) Tower site lease provider represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

18) Tower site lease provider must provide microwave connectivity at the minimum bandwidth rate of six (6) mbps to network with all other tower sites in the LRGVDC Project 25 800 MHz Voice and Data Radio Communications System.

19) **Tower site lease provider agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Hidalgo County. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Hidalgo County to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property.**

20) **Tower site lease provider agrees to hold Hidalgo County harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Tower site lease provider, both Tower site lease provider and Hidalgo County against such loss and liability, in such amounts as Hidalgo County may reasonably require. In the event Tower site lease provider should neglect to provide any insurance coverage required under this paragraph, Hidalgo County shall have the right, but not the obligation, to purchase such coverage to protect Hidalgo County's interests, with any reasonable cost therefore to be payable by the Tower site lease provider.**

21) **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

22) **Tower rent MUST include cost of electricity, air conditioning BTU/electricity cost, building space cost, microwave connectivity cost, and tower space height cost.**

23) Any contract awarded to a successful bidder will be in effect until;
a) The contract expires
b) Delivery acceptance of products and/or performance of services ordered, or
c) Terminated by County with thirty (30) days written notice prior to be cancellation.

24) **The awarded bidder shall adhere to the following insurance requirements:**
Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

Term:
The term of the lease contract will be for a period of five (5) years. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional five (5) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue under the terms and conditions of the lease agreement with the tower site lease provider, for an additional sixty (60) days grace period, at the end of the contract term due to any unforeseen delay in the procurement process.

Premises:
Shelter must be able to provide a minimum of forty two (42) square feet of equipment space inside with an estimated three (3) foot walkway available in front and back of each equipment rack row.

Installed Equipment

Division of Emergency Services will provide and cause to be installed the following equipment at the approved site:

Site – La Joya, TX

800 MHz Radio Communications System

Master Antenna System
One transmit antenna shall be located at 480 feet.
One receive antenna shall be located at 430 feet.
One tower top preamp located at 430 feet.
One three foot microwave dish located at 250 feet.

Uninterruptible Power Supply system

Site Equipment List

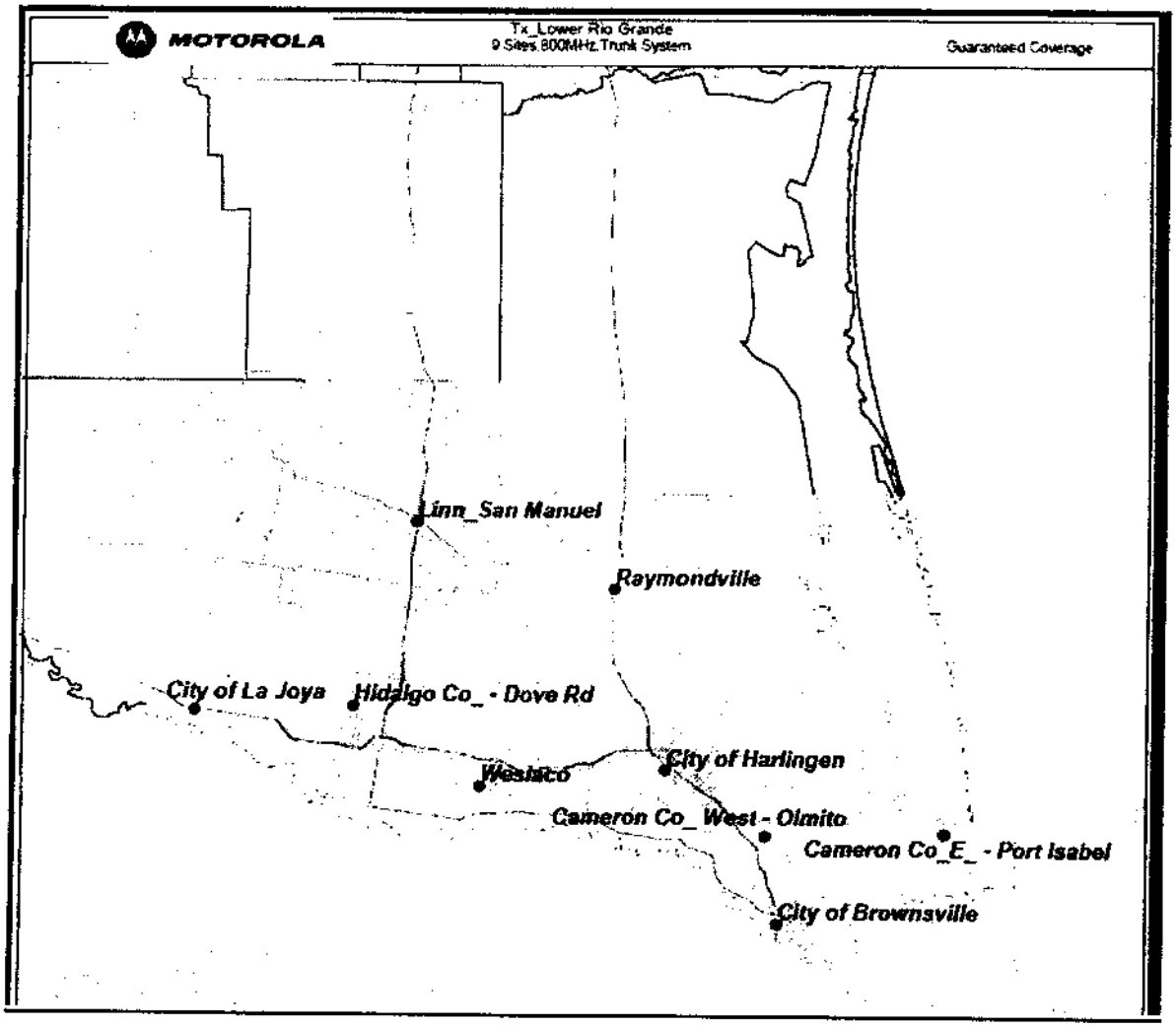
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
2	DSOP820B	POWER DIST. UNIT SURGE PROTECT
1	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIIRED (16 V) T1/E1
1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
1	DS115000AA30073	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN
1	DSAPEXIMAX808	240/120 1 PHASE TYPE 1 NEMA 4X
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
1	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
510	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
3	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63
1	DS1050125AA	CABLE LIGHTENING ARRESTOR

1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DS42883H01CG	C&M UNIT FOR TTA W/O RX MULT, 792-824MHZ W/428-83H-01-T FOR GTR8000
1	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L3323	7/8" AVA HELIAX POLY JKT PER FOOT
2	DDN9498	TYPE N FEMALE PS CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	TDN8810	N FEMALE CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6673	1/2" CABLE GROUND CLAMP KIT
3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
2	TDN8810	N FEMALE CONNECTOR
1	DSISDC50LNZ30MA	DC INJECTOR 30V M CONN ANTENNA POR
1	SQM01SUM0187	ARC 4000 MASTER SITE ADD-ON
1	CA01209AA	ADD: ASTRO 25 IV&D SITES
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1
3	V592	AAD TERM BLCK & CONN WI
1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES
5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER
2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR
1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)

LRGVDC Project 25 800 MHz Voice and Data Radio Communications System

Engineered Coverage

Hidalgo County 800 MHz Elements



Site - La Joya

PREMISES

19' RACK SPACE REQUIREMENTS

RACK # 1 MASTER ANTENNA SYSTEM	RACK # 2 RF EQUIPMENT	RACK # 3 RF EQUIPMENT	RACK # 4 SITE CONTROLLER RACK	RACK # 5 UPS	RACK # 6 UPS	RACK # 7 UPS

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.
5. Failure to comply with the submittals of this specification.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN, Monday October 12, 2009 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday October 16, 2009 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"TOWER SITE LEASE-LA JOYA, TX"
BID No: 2009-088-10-21-ERT
Bid Opening Date: October 21, 2009 at 9:30 AM

1st initial 5 year term: years 2009-2014	
Description	**Bid Amount**
Total cost per month (fixed rate)	
Total cost per year (12 months) (fixed rate)	
Total cost for 1st term of 5 years (60 months) (fixed rate)	

2nd initial 5 year term: years 2014-2019	
Description	**Bid Amount**
Total cost per month (fixed rate)	
Total cost per year (12 months) (fixed rate)	
Total cost for 2nd term of 5 years (60 months) (fixed rate)	

3rd initial 5 year term: years 2019-2024	
Description	**Bid Amount**
Total cost per month (fixed rate)	
Total cost per year (12 months) (fixed rate)	
Total cost for 3rd term of 5 years (60 months) (fixed rate)	

Grand Total: years 2009-2024	
Total cost for 15 years (180 months) (fixed rate)	
FCC Antenna Site Registration #	

Must have a bid amount for ALL 5 year terms, since it is a possible 15 year contract

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ 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 ACCIDENT $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** ____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

❒ Less than 125,000 annual gross receipt
❒ Less than 250,000 annual gross receipt
❒ Less than 499,000 annual gross receipt
❒ More than 500,000 annual gross receipt

❒ Black American
❒ Hispanic American
❒ Asian Pacific American

❒ Native American
❒ Women
❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

Purpose of Form

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

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7[2]

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

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE with BID TABULATION

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET (COMPARISON)

DEPARTMENT NAME: Hidalgo County Division of Emergency Services

BID OPENING DATE: October 21, 2009	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "Tower Site Lease – La Joya, TX"	
BID NO: 2009-088-10-21-ERT	**BUYER: Eric Trevino**

NAME OF COMPANY	DESCRIPTION	GRAND TOTAL
O. E. Investments, LTD **P.O. Box 4408** **McAllen, TX 78502**	1st initial 5 year term Total cost per month-$2,700 Total cost per year-$32,400 Total cost for 1st term of 5 yrs-$162,000 --- 2nd initial 5 year term Total cost per month-$3,375 Total cost per year-$40,500 Total cost for 2nd term of 5 yrs-$202,500 --- 3rd initial 5 year term Total cost per month-$4,218 Total cost per year-$50,616 Total cost for 3rd term of 5 yrs-$253,080	**$617,580.00**

THIS WAS THE ONLY BIDDER

Bid
for
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"TOWER SITE LEASE-LA JOYA, TX"
BID NO.: 09-088-10-21-ERT

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:	O.E.Investments, Ltd./Rioplex Wireless, Ltd.
Address:	P.O. Box 4408, McAllen, TX 78502
By:	Othal E. Brand, Jr.
Printed Name:	
Title:	President/CEO

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"TOWER SITE LEASE-LA JOYA, TX"
BID No: 2009-088-10-21-ERT
Bid Opening Date: October 21, 2009 at 9:30 AM

1st initial 5 year term: years 2009-2014	
Description	**Bid Amount**
Total cost per month (fixed rate)	$2,700.00
Total cost per year (12 months) (fixed rate)	$32,400.00
Total cost for 1st term of 5 years (60 months) (fixed rate)	$162,000.00
2nd initial 5 year term: years 2014-2019	
Description	**Bid Amount**
Total cost per month (fixed rate)	$3,375.00
Total cost per year (12 months) (fixed rate)	$40,500.00
Total cost for 2nd term of 5 years (60 months) (fixed rate)	$202,500.00
3rd initial 5 year term: years 2019-2024	
Description	**Bid Amount**
Total cost per month (fixed rate)	$4,218.00
Total cost per year (12 months) (fixed rate)	$50,616.00
Total cost for 3rd term of 5 years (60 months) (fixed rate)	$253,080.00

Grand Total: years 2009-2024	
Total cost for 15 years (180 months) (fixed rate)	$617,580.00
FCC Antenna Site Registration #	1236688

Must have a bid amount for ALL 5 year terms, since it is a possible 15 year contract

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: O.E. Investments / Ripplex Wireless, Ltd.

ADDRESS: P.O. Box 4408

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO'S: (956) 793-0103 , (956) 631-2334-Fax

CELLULAR NO: (956) 793-0103

E-MAIL ADDRESS: obrand@rioplexwireless.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Othal E. Brand, Jr.

TITLE President / CEO

OPENED

10-21-09

Witnessed

Delia Ruiz

EXHIBIT "C"

INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/02/2009

PRODUCER 956.686.3888 FAX 956.682.5650
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

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 O E Investments, Inc.
Po Box 4408
McAllen, TX 78502-4408

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale 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/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	CPS1097258	12/02/2009	12/02/2010	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 1,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
		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 listed as additional insured on GL policy.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept
2812 S Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Kent Shepard/CL25

ACORD 25 (2009/01) FAX: 956.292.7612

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-09-089-12-29

THIS AGREEMENT is made and entered into this **29th** day of **December, 2009** by and between **O.E. INVESTMENTS, LTD** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described as **Milanos Road and Mile 5 North Road, Weslaco, Texas , Latitude 26-7-42.2N; Longitude 98-0-45.0W**, (hereinafter referred to as the "Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a term of **Five (5) years** hereinafter referred to as the "initial lease term" commencing on **January 1, 2010** and ending on, **December 31, 2015**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for two (2) additional five (5) year terms (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A", under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" (the "Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Voluntary Termination

2.03 Lessee may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor.

Commitment of Current Revenues Only

2.04 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

ARTICLE 3. RENT
Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of Two Thousand Seven Hundred Dollars and No/100ths ($ 2,700.00) per month. The rental amount during the Renewal Terms, if Lessee exercises its renewal options, shall be Three Thousand Three Hundred and Seventy Five Dollars and No/100ths ($ 3,375.00) per month during the first five (5) year Renewal Term and Four Thousand Two Hundred and Eighteen Dollars and No/100ths ($ 4,218.00) per month during the second five (5) year Renewal Term. Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, **January 1, 2010** rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at P.O. Box 4408, McAllen, Texas 78502, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE
Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Article I, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 Addition of New and Replacement Equipment. In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added. In no event, however, will the total rental costs associated with this Lease Agreement exceed Twenty-five Thousand Dollars and no/100ths ($25,000.00) per year.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **January 1, 2010** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

LESSOR
O. E. Investments, LTD
Attn.: Othal E. Brand, Jr., President
P. O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Rene A. Ramirez, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Division of Emergency Services
Attn: A. A. "Tony" Pena, Jr., Emergency Manager Coordinator
1615 South Closner, Suite G
Edinburg, Texas 78539

Parties Bound

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

Texas Law to Apply

10.03 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.

Legal Construction

10.04 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 provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON _____, 2009

Approved as to form:

By:_____

Lessee:
County Of Hidalgo

By: _____
Rene A. Ramirez, County Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

Lessor:
O. E. Investments, LTD
Othal Brand, Jr., President/CEO

By: _____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"Tower Site Lease-Weslaco, TX"
Bid No: 2009-089-10-21-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 7 pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Lease Agreement, consisting of 8 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

October 05, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

October 05, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES**
Request for Bids -**"TOWER SITE LEASE-WESLACO, TX"**
Bid No: 09-089-10-21-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"TOWER SITE LEASE-WESLACO, TX "

BID OPENING DATE:
October 21, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES–TOWER SITE LEASE-WESLACO, TX"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-09-089-10-21-ERT-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-WESLACO, TX"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 21, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS - 09-089-10-21-ERT - RFB-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-WESLACO, TX".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. 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

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 DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-WESLACO, TX"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Division of Emergency Services
Attn: Belinda Alvarez
100 E. Cano, 2nd Floor
P.O. Box 1356
Edinburg, TX 78539
956-318-2600

17. Schedule of Events

Bid Opening, 9:30 AM	**October 21, 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 DIVISION OF EMERGENCY SERVICES
"TOWER SITE LEASE-WESLACO, TX"
BID NO.: 09-089-10-21-ERT

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

Exhibit "A"

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES (DEPARTMENT OF EMERGENCY MANAGEMENT) "TOWER SITE LEASE-WESLACO,TX" RFB NO. 09-089-10-21-ERT SPECIFICATIONS

Hidalgo County is seeking to Tower Site Lease for the Hidalgo County Division of Emergency Services (Department of Emergency Management). Specifications are as, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1) **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

2) Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of May, 2009. Tower site must be geographically located within 2 miles of the following:

Name	Latitude	Longitude
Weslaco	26-07-42.2 N	098-00-45.0 W

3) Height of tower shall be as follows:

Name	Minimum Required Height in feet
Weslaco	480

4) Tower site lease provider must provide an equipment shelter at or near the base of the tower to house the communication system and peripherals. Equipment shelter shall be of concrete block or or other construction capable of withstanding sustained hurricane force winds.

5) Tower site lease provider shall be required to provide electricity for the Hidalgo County equipment listed below.

6) Tower site lease provider shall be required to provide air conditioning for the Hidalgo County equipment listed below.

7) Tower site lease provider shall be required to provide back-up generator power at not less than 20 kilowatt 220 – 240 volt capacity and not less than a 500 gallon LP gas storage capacity for the Hidalgo County equipment listed below.

8) Tower must be approved by and meet or exceed current standards and guideline of the F.A.A.

9) Tower must be registered with and meet or exceed standards and current guidelines of the F.C.C. Tower site lease provider shall attach a copy of each F.C.C. Antenna Site Registration.

10) Tower site lease provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11) Tower site lease provider must, throughout the term of the lease, maintain the property and keep it free of waste and nuisance.

12) Tower site lease provider must, throughout the term of the lease, at his own expense, maintain the air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, road access or paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and/or painting, backup generator, LP storage tank and all other components of the property.

13) Tower site lease provider will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

14) Tower site lease provider agrees that technical and maintenance employees and representatives and agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment.

15) Tower site lease provider shall have the right to approve/disapprove the technical staff that will install and/or maintain the equipment.

16) Tower site lease provider agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Hidalgo County's use of the property.

17) Tower site lease provider represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

18) Tower site lease provider must provide microwave connectivity at the minimum bandwidth rate of six (6) mbps to network with all other tower sites in the LRGVDC Project 25 800 MHz Voice and Data Radio Communications System.

19) **Tower site lease provider agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Hidalgo County. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Hidalgo County to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property.**

20) **Tower site lease provider agrees to hold Hidalgo County harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Tower site lease provider, both Tower site lease provider and Hidalgo County against such loss and liability, in such amounts as Hidalgo County may reasonably require. In the event Tower site lease provider should neglect to provide any insurance coverage required under this paragraph, Hidalgo County shall have the right, but not the obligation, to purchase such coverage to protect Hidalgo County's interests, with any reasonable cost therefore to be payable by the Tower site lease provider.**

21) **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

22) **Tower rent MUST include cost of electricity, air conditioning BTU/electricity cost, building space cost, microwave connectivity cost, and tower space height cost.**

23) Any contract awarded to a successful bidder will be in effect until;
a) The contract expires
b) Delivery acceptance of products and/or performance of services ordered, or
c) Terminated by County with thirty (30) days written notice prior to be cancellation.

24) **The awarded bidder shall adhere to the following insurance requirements:**
Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

Term:
The term of the lease contract will be for a period of five (5) years. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional five (5) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue under the terms and conditions of the lease agreement with the tower site lease provider, for an additional sixty (60) days grace period, at the end of the contract term due to any unforeseen delay in the procurement process.

Premises:
Shelter must be able to provide a minimum of forty two (42) square feet of equipment space inside with an estimated three (3) foot walkway available in front and back of each equipment rack row.

Installed Equipment

Division of Emergency Services will provide and cause to be installed the following equipment at the approved site:

Site – Weslaco, TX

800 MHz Radio Communications System

Master Antenna System
One transmit antenna shall be located at 480 feet.
One receive antenna shall be located at 430 feet.
One tower top preamp located at 430 feet.
One three foot microwave dish located at 250 feet.

Uninterruptible Power Supply system

Site Equipment List

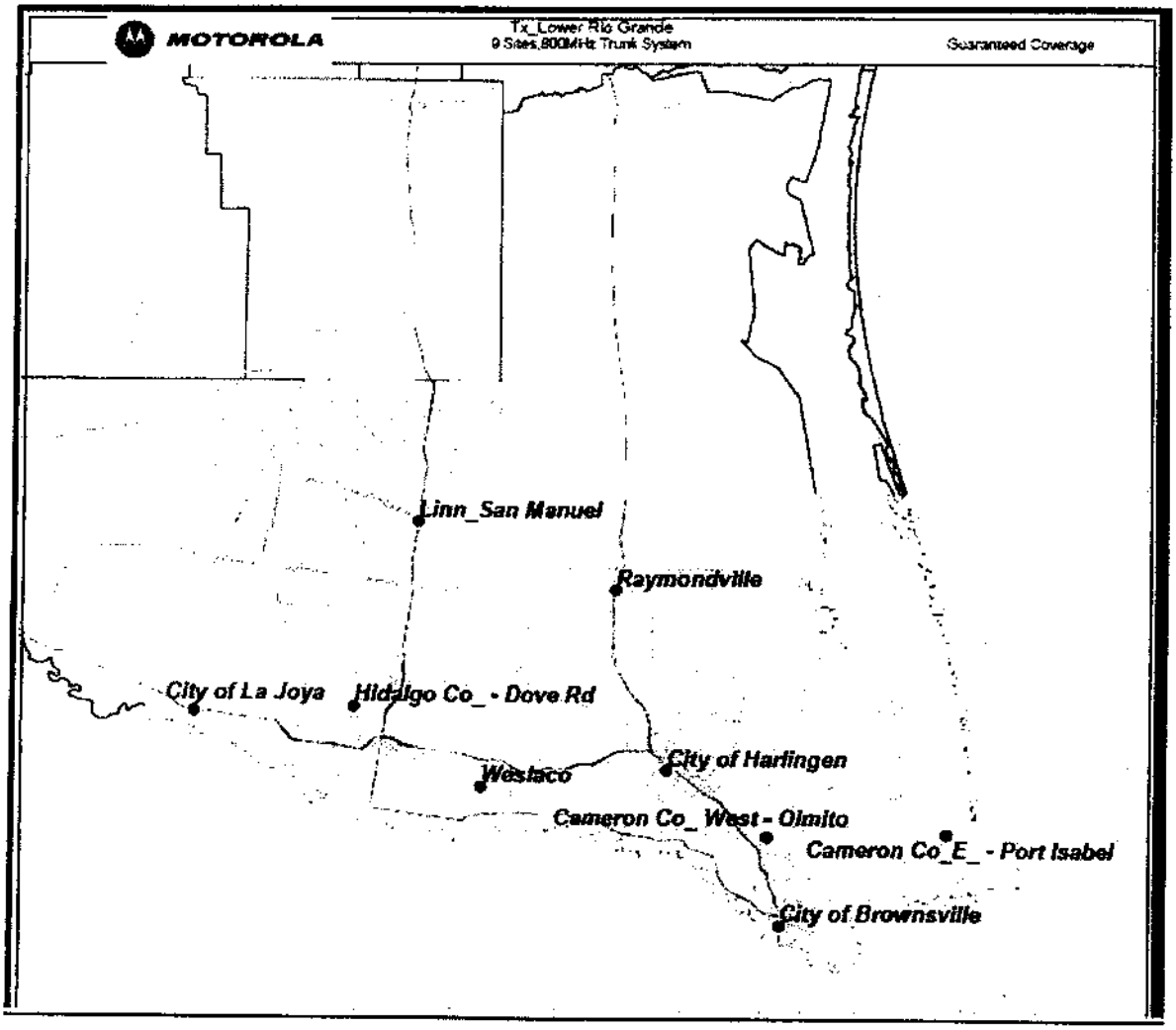
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
2	DSOP820B	POWER DIST. UNIT SURGE PROTECT
1	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIIRED (16 V) T1/E1
1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
1	DS115000AA30073	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN
1	DSAPEXIMAX808	240/120 1 PHASE TYPE 1 NEMA 4X
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
1	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
510	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
3	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63
1	DS1050125AA	CABLE LIGHTENING ARRESTOR

1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DS42883H01CG	C&M UNIT FOR TTA W/O RX MULT, 792-824MHZ W/428-83H-01-T FOR GTR8000
1	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L3323	7/8" AVA HELIAX POLY JKT PER FOOT
2	DDN9498	TYPE N FEMALE PS CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	TDN8810	N FEMALE CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6673	1/2" CABLE GROUND CLAMP KIT
3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
2	TDN8810	N FEMALE CONNECTOR
1	DSISDC50LNZ30MA	DC INJECTOR 30V M CONN ANTENNA POR
1	SQM01SUM0187	ARC 4000 MASTER SITE ADD-ON
1	CA01209AA	ADD: ASTRO 25 IV&D SITES
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1
3	V592	AAD TERM BLCK & CONN WI
1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES
5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER
2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR
1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)

LRGVDC Project 25 800 MHz Voice and Data Radio Communications System

Engineered Coverage

Hidalgo County 800 MHz Elements



Site – Weslaco, TX

PREMISES

19' RACK SPACE REQUIREMENTS

RACK # 1 MASTER ANTENNA SYSTEM	RACK # 2 RF EQUIPMENT	RACK # 3 RF EQUIPMENT	RACK # 4 SITE CONTROLLER RACK	RACK # 5 UPS	RACK # 6 UPS	RACK # 7 UPS

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.
5. Failure to comply with the submittals of this specification.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN, Monday October 12, 2009 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday October 16, 2009 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"TOWER SITE LEASE-WESLACO, TX"
BID No: 2009-089-10-21-ERT
Bid Opening Date: October 21, 2009 at 9:30 AM

1st initial 5 year term: years 2009-2014	
Description	**Bid Amount**
Total cost per month (fixed rate)	
Total cost per year (12 months) (fixed rate)	
Total cost for 1st term of 5 years (60 months) (fixed rate)	

2nd initial 5 year term: years 2014-2019	
Description	**Bid Amount**
Total cost per month (fixed rate)	
Total cost per year (12 months) (fixed rate)	
Total cost for 2nd term of 5 years (60 months) (fixed rate)	

3rd initial 5 year term: years 2019-2024	
Description	**Bid Amount**
Total cost per month (fixed rate)	
Total cost per year (12 months) (fixed rate)	
Total cost for 3rd term of 5 years (60 months) (fixed rate)	

Grand Total: years 2009-2024	
Total cost for 15 years (180 months) (fixed rate)	
FCC Antenna Site Registration #	

Must have a bid amount for ALL 5 year terms, since it is a possible 15 year contract

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ 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** OTHER				☐ STATUTE ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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

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
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

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

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET (COMPARISON)

DEPARTMENT NAME: Hidalgo County Division of Emergency Services

BID OPENING DATE: October 21, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Tower Site Lease – Weslaco, TX"

BID NO: 2009-089-10-21-ERT	**BUYER: Eric Trevino**

NAME OF COMPANY	DESCRIPTION	GRAND TOTAL
O. E. Investments, LTD **P.O. Box 4408** **McAllen, TX 78502**	1st initial 5 year term Total cost per month-$2,700 Total cost per year-$32,400 Total cost for 1st term of 5 yrs-$162,000 --- 2nd initial 5 year term Total cost per month-$3,375 Total cost per year-$40,500 Total cost for 2nd term of 5 yrs-$202,500 --- 3rd initial 5 year term Total cost per month-$4,218 Total cost per year-$50,616 Total cost for 3rd term of 5 yrs-$253,080	**$617,580.00**

THIS WAS THE ONLY BIDDER

Bid
for
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"TOWER SITE LEASE-WESLACO, TX"
BID NO.: 09-089-10-21-ERT

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:	O.E. Investments, Ltd.
Address:	P.O. Box 4408, McAllen, TX 78502
By:	
Printed Name:	Othal E. Brand, Jr.
Title:	President / CEO

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"TOWER SITE LEASE-WESLACO, TX"
BID No: 2009-089-10-21-ERT
Bid Opening Date: October 21, 2009 at 9:30 AM

1st initial 5 year term: years 2009-2014	
Description	**Bid Amount**
Total cost per month (fixed rate)	$2,700.00
Total cost per year (12 months) (fixed rate)	$32,400.00
Total cost for 1st term of 5 years (60 months) (fixed rate)	$162,000.00
2nd initial 5 year term: years 2014-2019	
Description	**Bid Amount**
Total cost per month (fixed rate)	$3,375.00
Total cost per year (12 months) (fixed rate)	$40,500.00
Total cost for 2nd term of 5 years (60 months) (fixed rate)	$202,500.00
3rd initial 5 year term: years 2019-2024	
Description	**Bid Amount**
Total cost per month (fixed rate)	$4,218.00
Total cost per year (12 months) (fixed rate)	$50,616.00
Total cost for 3rd term of 5 years (60 months) (fixed rate)	$253,080.00

Grand Total: years 2009-2024	
Total cost for 15 years (180 months) (fixed rate)	$617,580.00
FCC Antenna Site Registration #	1223120

Must have a bid amount for ALL 5 year terms, since it is a possible 15 year contract

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: O.E. Investments / Ripplex Wireless, Ltd.

ADDRESS: P.O. Box 4408

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO'S: (956) 793-0103 , (956) 631-2334-Fax

CELLULAR NO: (956) 793-0103

E-MAIL ADDRESS: obrand@rioplexwireless.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Othal E. Brand, Jr.

TITLE President / CEO

OPENED

10-21-09

Witnessed

Delia S Rdz

EXHIBIT "C"

INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/02/2009

PRODUCER 956.686.3888 FAX 956.682.5650
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

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 O E Investments, Inc.
Po Box 4408
McAllen, TX 78502-4408

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale 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/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	CPS1097258	12/02/2009	12/02/2010	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 1,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
		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 listed as additional insured on GL policy.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept
2812 S Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Kent Shepard/CL25

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AI-19152 **16.A.5.**

HCFire Marshal-Mutual Termination Agreement Response by Tri-County Communicaiton, LTD-C-07-340-07-03

CC REGULAR

Date:	12/29/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation of response received from Tri-County Coummunications, Ltd. (contracted vendor) to Commissoners Court's request of (12/15/09) for a "mutual termination" agreement to contract #C-07-340-07-03-Tower Space of Antenna & Cable for use of Repeater" for Hidalgo County Fire Marshal's Office with any applicable action related to same.

BACKGROUND

Non acceptance of a mutual termination to current agreement will result in an automatic renewal for a two year term.
Earliest possible option to exercise and advise vendor (through formal notice) of County's desire to non-renew or terminate will occur September of 2011.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-422-10-300-001-0-442/536

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Per Ms. Yoli Orozco (Fire Marshal's Office) funding for following object code #s as follows:
obj. code #442 (Rental) $10,670.00
obj. code #536 (Frequency)$ -0- balance (per Ms. Yoli, Sergio (Budget) will trnsfer approximate $420.00 to cover 1 yr)

Attachments

Link: Response by Tri-Communication Ltd

Link: Memo request by Fire Mashals Tony Pena

Link: CC mins 12-15-09

Link: Current Contract #C-07-340-07-03-Tri-County Comm Ltd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/23/2009 10:14 AM	APRV
2	Budget & Management	Erika Zamora	12/23/2009 10:20 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/23/2009 04:17 PM	APRV
4	Roland Garcia	Rolando Garcia	12/23/2009 05:00 PM	APRV
5	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Letty Saenz Started On: 12/22/2009 02:41 PM

Final Approval Date: 12/23/2009

1421 E. PIKE BLVD.
WESLACO, TX 78596

TRI-COUNTY COMMUNICATIONS, LTD.

PHONE (956) 447-8440
FAX (956) 447-0622

December 22, 2009

Leticia Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 S Business Highway 281
Edinburg, Texas 78539

Re: "Mutual Termination Agreement" of Contract No. C-070340-07-03-Tower Space for Antenna & Cable for use of Repeater-Hidalgo County Fire Marshall's Office

Fax; 956-318-2629

Dear Ms. Saenz:

As per our phone conversation today, Tri-County Communications, LTD does not agree to a "Mutual Termination" of our current contract.

Regards,

Claude Copeland
General Manager

MOTOROLA
Authorized Dealer

TRI-COUNTY
COMMUNICATIONS, LTD.

MOTOROLA
service
partner

1421 East Pike Blvd. Weslaco, TX 78596 P 956.447.8440 F 956.447.0622

Motorola Two-Way Radio Sales & Service • Rental Radios • Wide Area Trunking • Mobile Data Soluti
Fleet Tracking & Management • Tower Solutions • Emergency Vehicle Equipment Sales & Service

Fax

To: Leticia Saenz **From:** Vickie Wilt

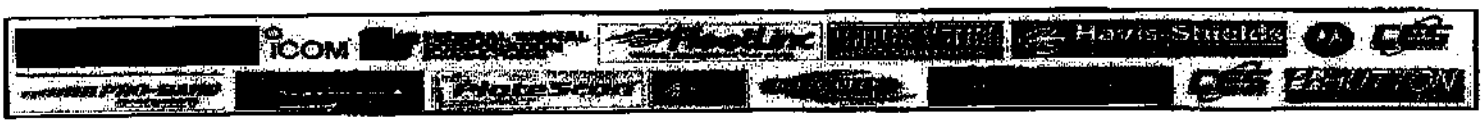
Fax: 318-7629 **Pages:** 2 incl cover page

Phone: **Date:** 12/22/09

Re: **cc:**

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Message: Response to "Mutual Termination" agreement.



C.C.: 12/15/09
ITEM: 19 A(8) AI#1897

Hidalgo County Judge's Office
Emergency Services – OEM & FMO

MEMORANDUM

December 14, 2009
To: Marty Salazar – County Purchasing Agent
C/O Leticia Saenz via email
From: A.A. "Tony" Peña, Jr. – Fire Marshal & EMC

RE: **Contract# C-07-340-07-03-"Lease of Tower Space for Antenna & Cable for use of Repeater". Tri County Communications LTD**

Mrs. Salazar,

We are currently leasing tower space and frequencies from Tri-County Communications for use by the Fire Marshal's Office. We have a repeater and antenna's installed at this site that is County (Fire Marshals) property. The current contract is coming up for review and renewal.

I would like to request that we seek an early termination to this contract, for the below listed reasons.

1) **The site and frequencies do not give us adequate county-wide coverage.**
2) **We quite often experience "dead zones" where we are unable to use the radios.**
3) **The new region-wide 800 MHz. system is already undergoing installation, and we are planning on migrating to it this coming year.**
4) **The region-wide system will enhance our coverage area to all three counties in our region.**

Based on these reasons I would like to see if the vendor (Tri-County) will allow us out of the contract at the end of 2010, instead of continuing until 2011, when the automatic renewal clause is invoked. We will continue using the present system, in those area where it work, until such time as we fully migrate to the regional system.

Sincerely, A.A. "Tony" Peña, Jr.
A.A. "Tony" Peña, Jr. - County Fire Marshal & EMC

AI-18971 **19.A.5.**

Hidalgo County Fire Marshal's Office-Contract#C-07-340-07-03-Lease of Tower Space for Antenna & Cable for use of Repeater

CC REGULAR

Date: 12/15/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation of a recommendation by Tony Pena, Fire Marshal for approval by Commissioner's Court to request a "mutual" termination of agreement #C-07-340-07-03 with Tri-County Communications, inasmuch as the current contract will automatically renew on 01/01/10 for a two (2) year term.

BACKGROUND

Recommendation by HC Fire Marshal's Office
Contract document# C-07-340-07-03-Tri-County Communications, LTD

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-422-10-300-001-0-442/536
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance for obj. 442 "Equip & Vehicle Rentals" as of 12-11-09 $434.00
Available balance for obj. 536 "Two Way Radio" as of 12-11-09 $0.00

2010 approved budget for obj. 442 & 536 is $10,670.00 & $0.00, respectively. This agenda item has no budgetary impact since action is to request a "mutual" termination of agreement.

Attachments

Link: current contract document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2009 11:17 AM	APRV
2	Budget & Management	Erika Zamora	12/11/2009 11:36 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/11/2009 03:18 PM	APRV
4	Ivan Cantu	Ivan Cantu	12/11/2009 04:23 PM	APRV
5	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Letty Saenz Started On: 12/10/2009 04:21 PM
Final Approval Date: 12/11/2009

THE STATE OF TEXAS *
*
COUNTY OF HIDALGO *

C-07-340-07-03

THIS AGREEMENT this day made and entered into by and between **Tri-County Communications, LTD**, a Texas Limited Liability Partnership, acting by and through its duly authorized officers, hereinafter called **"LESSOR"**, and **County of Hidalgo Fire Marshall's Office,** hereinafter called **"LESSEE"**;

WITNESSETH:

WHEREAS, LESSOR is the owner of a radio tower and building at a location described as being North Latitude **26° 15' 19"**, West Longitude **98° 09' 41"**, with physical address of 4505 Tres Hermanos, Edinburg, Texas, or hereafter called the Edinburg Tower; and

WHEREAS, LESSEE operates a private station, and is desirous of using an installed VHF Antenna and heliax cable at the 480' level on Lessor's said radio tower and building space for the use of its Motorola Repeater.

NOW, THEREFORE, LESSOR does by these presents, LEASE, LET AND DEMISE unto the LESSEE the right to use said radio tower and the installation and maintenance of Motorola Repeater and the right to use such building space at the base of said tower as may be reasonably necessary for the operation of equipment. No outside storage of any kind is permitted by this Agreement without prior written consent of LESSOR.

The parties agree here and covenant with each other as follows:

1. The initial term of this lease shall be **two and one half (2-1/2) years**, beginning July 1, 2007 and Lease shall terminate at midnight on the 31st of December, 2009.

The rent to be paid by LESSEE to LESSOR hereunder for such term is the sum of **Eighteen Thousand and no/100 Dollars ($18,000.00)**. Said rent shall be payable in annual installments of **Seven Thousand Two Hundred and no/100 Dollars ($7,200.00)** each payable in advance on or before the tenth day of the month. Rent shall be billed at month's ending and payment must be made by the tenth day of the current month. The first payment of $3,600.00 will be due on or before July 10, 2007 and covers the period of July 1, 2007 through December 31, 2007. The second payment of $7,200.00 will be due on or before January 10, 2008. The third and last payment of the initial term of $7,200.00 will be due on or before January 10, 2009.

This lease shall automatically renew for four (4) terms of two (2) years each unless either party gives written notice, at least ninety (90) days prior to expiration of the term or any renewal term, to the other that it wishes to terminate this lease. In the event of renewal as provided here in, the rent for each renewal term shall be due in advance on or before the 10th day of the month of said term.

Any rent increase will occur at time of renewal of lease. Such increase will be **5%** per year, commencing on the anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter throughout the initial term of this Lease and any Renewal Term.

LESSOR shall furnish electric power required to operate the Lessee's equipment at said tower site, and such charge to be included in current rent. The LESSOR shall not be responsible for any power failure caused by the power company. The LESSOR shall not be responsible for the Lessee's equipment maintenance.

LESSEE shall pay the rent to LESSOR at 1421 E. Pike Blvd., Weslaco Texas 78596, annually in advance, as aforesaid, as the same shall fall due.

If the LESSEE shall fail to pay the rent or any installment thereof when due, the LESSOR may, by ten (10) days written notice to LESSEE, cancel and terminate this lease.

LESSEE shall have ten (10) days after LESSEE receives written notice to cure monetary defaults and thirty (30) days after LESSEE receives written notice to cure non-monetary defaults. In the event that it takes longer than thirty (30) days to comply with any term, provision or covenant of this lease other than a monetary term, and provided that LESSEE takes reasonable steps to cure such default, LESSOR shall provide LESSEE with additional time, as required to comply.

LESSEE shall have 24-hours-a-day, 7 days-a-week access to the premises at all times during the term of this Lease and any renewal term

2. If the leased premises shall be damaged by or as a result of fire, windstorm, or other casualty, the LESSOR shall make repairs to such leased premises (exclusive of antenna and property of LESSEE) with reasonable dispatch, due allowance to be made for any delay arising in connection with the adjustment of insurance loss or labor troubles. There shall be no abatement of rent, unless the damage is so extensive that the premises leased cannot be used while being repaired, in which event, rent or a proportionate part thereof shall abate until such time as said premises shall have been put in repair. In the event the leased property; either the tower or the building, is destroyed or so damaged that in the opinion of the LESSOR, it cannot be repaired within ninety (90) days after the loss, or if LESSOR shall decide to rebuild, or if the damage shall be caused under conditions not insured against by the LESSOR and the LESSOR shall decide not to repair the damage, then the LESSOR, at its option, may terminate this lease and the prepaid rent subsequent to the date of such damage shall be refunded to LESSEE and thereupon, the lease shall terminate.

3. This Lease shall run with the property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

4. LESSEE agrees as a part of the consideration of this lease that he will forever hold harmless the LESSOR for any damage incurred to the property belonging to the LESSEE located upon the leased premises unless such damage caused by the LESSOR or LESSOR'S agents.

5. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

If to LESSOR, to:
Tri-County Communications, LTD.
14221 E. Pike Blvd.
Weslaco, Texas 78596
Attn: Tony Brunnemann
Phone: (956) 447-8440

If to LESSEE, to:
County of Hidalgo Fire Marshall's Office
100 E. Cano, Suite #202
Edinburg, Texas 78539
Attn: Victor Fonseca, Fire Marshall
Phone: 956-318-2656

6. No representations, agreement, or promise has been made by the LESSOR, or any agent of the LESSOR, except as stated herein or in a written communication to the LESSEE signed by the LESSOR, and this lease may not be changed, varied, or extended except by instrument in writing signed by both parties hereto. It supersedes any and all prior agreements and understandings between the parties hereto with respect to the leased property and premises and the terms of this agreement.

7. This agreement shall be governed by the laws of the State of Texas, without giving effect to conflicts of law principles thereof. All covenants, agreements, representations, warranties and indemnities shall be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

IN TESTIMONY WHEREOF, witness our hands this, the _____ day of June, 2007

LESSOR: **Tri-County Communications, LTD.**

By: Tony Brunnemann

Title: General Manager

LESSEE: **County of Hidalgo**

BY: J. D. Salinas

Title: County Judge

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

ATTEST:

BY: ARTURO GUAJARDO, JR.

Title: County Clerk

TRI-COUNTY COMMUNICATIONS, LTD

1421 East Pike Blvd
Weslaco, Texas 78596
877-550-8440 Fax 956-447-0622
www.tri-countycom.com

EQUIPMENT AND COST PROPOSAL PREPARED FOR

Company	County of Hidalgo Fire Marshal's Office	**Date:**	6/24/2007
Address:	316 S. Ohi(100 E. Cano, suite #202	**TCC Rep**	Tony Brunnemann
City/St/Zip	Mercedes, Edinburg, Tx 78540	**Phone:**	956-318-2656
Attn:	Victor Fonseca, Fire Marshal	**Fax:**	956-318-2697

Qty	Description	Unit Price	Total
6	Lease of VHF frequency pair at the rate of $35.00 per month	$ 35.00	$ 210.00
	per frequency pair.		
	Lease is payable annually and automaticlly renews unless		$ -
	notified 90 days before expiration.		$ -
			$ -
6	Tower rent for antenna and heliax cable and building space	$ 600.00	$ 3,600.00
	for Fire marshall's repeater by the month		$ -
			$ -
1	One time charge for hookup to antenna system	$ 1,650.00	$ 1,650.00
			$ -
	The initial period for contracts runs from July 01,2007 through		$ -
	31-Dec-07		$ -
			$ -
			$ -
	RPTR TX 152.7100		$ -
	RPTR RX 157.9700		$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
	Subtotal:		$ 5,460.00
	Shipping Charges:		
	Total		**$ 5,460.00**

Payment Options:	**P.O. #**		
Accepted:		**Date:**	

This proposal contains confidential information intended for a specific individual and purpose and is protected by law. If you are not the intended recipient, please contact sender immediatelly at 877-550-8440and destroy all copies. You are hereby notified that any disclosure, copying, or distribution of this message is strictly prohibited.

AI-19122 **16.B.1.**

Precinct No.1-Security Services-Sunset/Sunrise Park

CC REGULAR

Date:	12/29/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Ratification of the inclusion of "Off Scheduled Item", specifically- "One (1) Marked Unit" on P.O. #633014 in the amount of $350.00 issued on December 17, 2009 in connection with the request for "One (1) Uniformed Armed Security Guard Services with Marked Unit" through current awarded & contracted vendor "Valley Metro Security Services-C-09-013-05-19" for security services at Hidalgo County Precinct No.1 Sunset Park-Mile 11 North by 1½ West Mercedes as requested by the Precinct due to vandalism experienced on equipment and in order to preserve and protect County property.

BACKGROUND

Due to the weather, the security fence to be installed around the Sun Set/Sun Rise Park, the renovations at the location site have been on hold thus causing security to be requested to secure the perimeter of the location that includes the Precinct's portable buildings, shop, vehicles and equipment.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-350

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

BUDGETARY IMPACT:

PO #633014-Amount available as of 12-23-09 $4,620.08 for Valley Metro Security, LLC. in relation to security services provided for the Sunrise/Sunset Hill Park in Pct. 1.

Attachments

Link: Local Government Code 262.024 (a)(1)

Link: Purchase Order 633014

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/23/2009 10:10 AM	APRV
2	Budget & Management	Erika Zamora	12/23/2009 10:20 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/23/2009 01:07 PM	APRV
4	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Vangie Garcia

Started On: 12/21/2009 01:18 PM

Final Approval Date: 12/23/2009

§ 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or

(10) any work performed under a contract for community and economic development made by a county under Section 381.004.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is

Purchase Order

COUNTY OF HIDALGO

PO#: 633014

DATE: 12/17/09

VENDOR: 332216 REQ:00167222

Email:

Phone:(956)287-7600

VALLEY METRO SECURITY LLC
12513 BAIL BOND DR.
EDINBURG TX 78541

Vendor Acct:

BUYER: RCAVAZOS
SHIP TO: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: VALDE GUERRA
SITE: BUDGET OFFICE

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-09-013-05-19		
384	HRS	1 Uniformed armed Security Officer	11.12	4,270.08
		Security Services Sunset Park Pct. 1 Mile 11 North by 1 1/2 west Mercedes Security services for 4 weeks Monday - Saturday 5pm-5am 12hrs x 6 days x 4 weeks = 288 hrs Sunday 24 hrs x 4 weeks = 96 hrs Total Hours = 384 hrs x 11.12		
1	MONTH	Veh. Patrol	350.00	350.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		4,620.08
		********** For Hidalgo County use only		
		9-1100-415-00-115-002-0-350 4,620.08		
		Approved		

Authorized by: Martha L. Salazar RW

THE STATE OF TEXAS '

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-013-05-19

THIS CONTRACT is made and entered into this 11th day of July, 2009 by and between the County of Hidalgo, Texas ("County"), and **Valley Metro Security, L.L.C.,** a Texas Limited Liability Company ("Company").

WHEREAS, Company responded to request for bids for **"Security Services for Parking Lots Owned by Hidalgo County"** (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 Chief Of Security, Hidalgo County Office of Budget Management 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 11, 2009** and ending **July 10, 2010** and may be extended at the sole discretion of County for an additional two (2) - one (1) year terms, 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 **Valley Metro Security, LLC**
Attn: Francisco J. Guerrero, President
12513 Bail Bond Drive
Edinburg, Texas 78542

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. 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.

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.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: VALLEY METRO SECURITY

By:_____

Printed Name: FRANCISCO J. GUERRERO

Title: PRESIDENT

Approved by Commissioners Court on: 05/19/09

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

By:_____

EXHIBIT "A" SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS CHECKLIST

HIDALGO COUNTY
"SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY
RFB NO: 2009-013-03-11-otm

1. Invitation Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications / Exhibit "B" Bid Page, consisting of 8 pages.
4. Exhibit "C" Insurance Requirements, consisting of 3 pages.
5. Exhibit "D" Conflict of Interest Questionnaire (CIQ), consisting of 1 pages.
6. Vendor/Bidder Application and W-9 form(s) consisting of 6 pages.
7. Certification Regarding Debarment, consisting of 1 pages.
9. Draft Service Contract.

The above mentioned items shall be found in this Request for Bids-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: olga.montero@co.hidalgo.tx.us 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

Martha L. Salazar, CPPB, Purchasing Agent

February 23, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

February 23, 2009

_____

_____

_____

Re: REQUEST FOR BIDS FOR:
HIDALGO COUNTY- "SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"
RFB No: 2009-013-03-11-otm

Dear Gentlemen:

Enclosed please find a Request for Bids (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 PW

Martha L. Salazar, CPPB- Purchasing Agent
Hidalgo County Purchasing Department

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY
"SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY

BID OPENING DATE:

MARCH 11, 2009

Contact Person:

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

1. Sealed bids will be received for **" HIDALGO COUNTY – SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2009-013-03-11-otm HIDALGO COUNTY - SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, MARCH 11, 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-2009-013-03-11-otm- RFB- HIDALGO COUNTY – "SECURITY SERVICES FOR PARKING LOTS OWNED BY 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:

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 – "SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 11, 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 judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"
BID NO.: 2009-013-03-11-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 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
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BIDS

SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY
RFB NO: 2009-013-03-11-otm

OVERVIEW:

The County of Hidalgo is seeking qualified contractor(s) to furnish **Security Services** for RFB-PARKING LOTS OWNED BY HIDALGO COUNTY. Services will be required on Monday-Sunday, hours will be determined by location and need.

There will be a **"Pre-Bid Meeting"** scheduled for Wednesday**, March 04, 2009, at 3:00 P.M.**, at Hidalgo County Purchasing Department, located at 2812 So. Business 281, New Administration Bldg, Edinburg, Texas. Sealed bids will be accepted until **9:30 A.M., Wednesday, March 11, 2009. ANY RFB'S RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFB NO. 2009-013-03-11-otm
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFB Number, Name and Acceptance Date.

The following outlines the Request For Bid:

SECTION I - GENERAL TERMS AND CONDITIONS

BIDDER'S AFFIDAVIT

Respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Bidder's Affidavit; (2) that the Respondent does not have Conflict of Interest as described in the Bidder's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder's Affidavit.

NON-DISCRIMINATION

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the submitter to review the Request for Bid (RFB) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

BIDS DELIVERY

Hidalgo County requires submitters, when hand delivering bids, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFB off.

SIGNING OF BIDS

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II - REQUIREMENTS

REQUEST FOR BIDS

The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB. A total of **one (1) original and three (3) copies** of the RFB shall be submitted to the address on the cover letter.

CONTENTS

The required contents for the RFB are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

To render "Parking Lots Security Services". Hidalgo County will direct and inform the potential awarded vendor of the numerous parking lots that will need the security services to be rendered on Monday's Only . Hidalgo County has the option to add or delete additional sites and/or locations.

BIDDER'S REQUIREMENTS

a) Security Officers will be needed to provide security services at the direction of Hidalgo County for several locations involved in this project. Services will be: Mondays – Sunday. Times will be designated by need and location.

- Parking Lot Square (100 N. Closner-Edinburg)– 1 Unarmed Security Officer
  Monday – Friday 7:00 a.m. to 6:00 p.m.
  Mondays or as scheduled an additional officer is needed from 7:00 a.m. to 6:00 p.m.
  "Jury Selection Department will require an additional guard"

- Administration Annex (100 E. Cano-Edinburg) – 1 Unarmed Security Officer
  Monday-Friday 7:00 a.m. to 7:00 p.m.

- 430th District Court parking lot (Hon. Israel Ramon, Jr) 11[illegible]S. 9th street-Edinburg–
  1 Unarmed Security Officer
  Monday-Friday 7:00 a.m. to 6:00 p.m.

- ~~San Carlos Warehouse – (E. 17 & 6th Street–San Carlos)–1 Unarmed Security Officer~~
  ~~Monday – Friday 10 p.m. to 7 a.m.~~
  Saturday, Sunday and Holidays 24/hr Armed Security Officer.

- Adult Probation Facility – 3100 S. Bus. 281 (Building B)-Edinburg
  1 Unarmed Security Officer, Monday-Friday 7:00 a.m. to 6:00 p.m.

- Hidalgo County Precinct #2 – Alamo Road Community Center
  1429 S. Tower Road, Alamo
  Monday – Sunday 9 p.m. to 6 a.m. - 1 Armed Security Officer

- New Administration Building (fka K-Mart Bldg.) 2802 S. Bus. Hwy 281, Edinburg
  1 Unarmed Security Officer
  Monday-Friday 7:00 a.m. to 6:00 p.m.

- Substance Abuse Facility (known as Boot Camp)-Corner of Schunior & "M" Rd.-Edinburg
  1 Unarmed Security Officer
  ~~Saturday (12:30 p.m.-3:30 p.m.)~~

b) Contractor and all security personnel must be licensed by the appropriate state and/or federal agencies. Security personnel must be licensed and trained to carry firearms.

c) Contractor must ensure coverage if and when security officers are given a meal break.

d) Vendor must comply with attached EXHIBIT "C", INSURANCE REQUIREMENTS.

e) Contractor will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of Contractor in performing the services described in this Request for Bids.

f) Hidalgo County reserves the right to reject any bid which does not provide satisfactory evidence of state licensing of Contractor and evidence of Contractor's status as a bonded provider of security services.

ADDITIONAL INFORMATION:

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

REQUIRED CERTIFICATES AND SUBMITTAL

Proof of any certifications, licenses, permits registrations required by federal, state and local statue regulations and all required current insurances applicable to project.

SECURITY OFFICERS

Any or all contractor's security officers who will be servicing our contract will be required to have all required licenses, permits, etc, associated in being a security officer.

DURATION OF CONTRACT

1. The initial term of the contract shall be for one (1) year period (12-months), with the County's option to renew for additional two (2) year-one year terms.

2. With the County's option to extend 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.

NUMBER OF COPIES TO BE SUBMITTED

Hidalgo County requires **one (1) original submittal and three (3) copies**.

PART III - SELECTION AND SCHEDULES AND BID RATE

SCHEDULES/LOCATIONS

Hidalgo County will direct, assist and provide location sites of the parking lots. Schedule may change/vary upon Hidalgo Count's request and/or on "As Needed Basis". Hidalgo County may at any time add or delete parking locations throughout the contract term.

SELECTION PROCEDURES

The RFB shall be submitted accordingly. The County of Hidalgo is not required to select the bid with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

BID RATE

Bids submitted must be on a **"PER HOURLY RATE PER DAY".**

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

BIDS SUBMITTED TO: An original and three (3) copies of RFBs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281(New Administration Building)
Edinburg, Texas 78539

RFBs must be submitted by **no later than 9:30 a.m. on Wednesday, March 11, 2009**.

METHOD OF AWARD

Hidalgo County will consider many factors, of which **price** is only one factor. Factors listed are of importance in determining award of bid. Vendors must submit the following:

1. Per Hourly Rate Per Day on bid page.

2. Ability to meet all requirements of the bid.

3. Competence, knowledge and experience of the security officers that will be providing the services.

EXHIBIT "B" --- BID PAGE

PER HOURLY RATE FEE PER DAY
UNIFORMED ARMED: **$** _____

PER HOURLY RATE FEE PER DAY
UNIFORMED UNARMED: **$** _____

INSURANCE CERTIFICATES INCLUDED: **YES** _____ **NO** _____

BIDDER'S INFORMATION

BIDDER'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CELLULAR & PAGER NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

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)

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

COVERAGES

GENERAL LIABILITY

AUTOMOBILE LIABILITY

GARAGE LIABILITY

EXCESS LIABILITY

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

OTHER

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

30

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

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 e-mail: 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

[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.

DRAFT

THE STATE OF TEXAS

COUNTY OF HIDALGO

SERVICE CONTRACT
C-09-013-00-00

THIS CONTRACT is made and entered into this_____day of_____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **{SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY}** for Hidalgo County (Precincts Nos. 1 & 3) (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 Services to Hidalgo County (Precincts Nos. 1 & 3) for **" SECURITY SERVICES FOR PARKING LOTS OWNED BY 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.** Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, beginning April 15, 2009 and ending on April 14, 2010 and may be extended at the sole discretion of County for an additional two (2) year-one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend this 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 for the next contract term.

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 _____
_____
_____
_____

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. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to concellation.

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 _____, 2009.

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:

By:_____

EXHIBIT "B" VENDOR'S BID

HIDALGO COUNTY
"SECURITY SERVICES FOR PARKNIG
LOTS OWNED BY HIDALGO COUNTY"
RFB NO: 2009-013-00-00-otm

EXHIBIT "B" --- BID PAGE

PER HOURLY RATE FEE PER DAY
UNIFORMED ARMED: $ 11.12

PER HOURLY RATE FEE PER DAY
UNIFORMED UNARMED: $ 10.28

INSURANCE CERTIFICATES INCLUDED: **YES** X **NO** _____

BIDDER'S INFORMATION

BIDDER'S NAME: Valley Metro Security

ADDRESS: 12513 Bail Bond Drive

CITY/STATE/ZIP CODE: Edinburg, Texas 78542

CELLULAR & PAGER NUMBERS: Francisco Guerrero-956-793-4807

FAX NUMBER: 956-287-7605

AUTHORIZED SIGNATURE: _____

PRINTED NAME: Francisco J. Guerrero

TITLE: President

DATE: March 10,2009

CONFIDENTIAL – This information contains trade secrets, commercial, and/or financial background data and is considered privileged and proprietary by Valley Metro Security. All pages are exempt from inspection or public disclosure.

EXHIBIT "C" INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/21/2009

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.
El Dorado Insurance Agency 2515 North Blvd. PO Box 66571 Houston, Texas 77266	**INSURERS AFFORDING COVERAGE** — **NAIC #** INSURER A: FIRST MERCURY INSURANCE COMPANY INSURER B: AIG LIFE INSURANCE COMPANY INSURER C: STATE FARM AUTO INSURANCE INSURER D: INSURER E:
INSURED VALLEY METRO SECURITY, LLC 12513 BAIL BOND DRIVE EDINBURG,TX 78542	

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 LOC	FMMI012425	12/14/2008	12/14/2009	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 5000 1,000,000 2,000,000 INCLUDED
C		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	53-8493-V45	04/13/2009	04/13/2010	COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $	2,000,000 1,000,000 1,000,000 1,000,000
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $	
A		EXCESS / UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	CEMI00TBD	12/14/2008	12/14/2009	EACH OCCURRENCE $ AGGREGATE $ $ $ $	2,000,000 2,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	ASBA-58049	06/02/2008	06/02/2009	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
		OTHER					

APR 24 2009

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS RESPECTS ALL OPERATIONS OF THE NAMED INSURED FOR THE PRODUCTION. WAIVER OF SUBROGATION ARE INCLUDED ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF **"County Of Hidalgo"**

CERTIFICATE HOLDER	CANCELLATION
County Of Hidalgo **2812 South Bus 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 _____ 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 R.L. Ring, Jr./LY07

ACORD 25 (2009/01)

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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.

Valley Metro Security

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.

Valley Metro Security has no affiliation

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.

Valley Metro Security has no affiliation

4

Signature of person doing business with the governmental entity

March 10,2009

Date

Adopted 06/29/2007

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: Francisco J. Guerrero
Title: President
Telephone Number: 956-287-7600
Date: March 10,2009

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

CONFIDENTIAL – This information contains trade secrets, commercial, and/or financial background data and is considered privileged and proprietary by Valley Metro Security. All pages are exempt from inspection or public disclosure.

DRAFT

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Valley Metro Security, LLC

Business name, if different from above
Valley Metro Security

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
12513 Bail Bond Drive

Requester's name and address (optional)
Hidalgo County
2812 S. Bus. Hwy 281, Edinburg, TX, 78539

City, state, and ZIP code
Edinburg, Texas 78542

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
: :

or

Employer identification number
74 : 2997571

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here — **Signature of U.S. person** ▶ [signature] **Date** ▶ 3-11-09

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Cat. No. 10231X — Form **W-9** (Rev. 10-2007)

CONFIDENTIAL – This information contains trade secrets, commercial, and/or financial background data and is considered privileged and proprietary by Valley Metro Security. All pages are exempt from inspection or public disclosure.

DRAFT

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 City Of Houston

Indicate Certification No(s).: 1742997571100 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:

CONFIDENTIAL – This information contains trade secrets, commercial, and/or financial background data and is considered privileged and proprietary by Valley Metro Security. All pages are exempt from inspection or public disclosure.

DRAFT

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 e-mail: purchasing@co.hidalgo.tx.us

Company Name: Valley Metro Security,LLC	**Telephone No.** (956) 287-7600
dba Name: Valley Metro Security	
Legal Name: Valley Metro Security, LLC	
Mailing Address : 12513 Bail Bond Drive	**Fax No.** (956) 287-7605
Physical Address: 12513 Bail Bond Drive	
City, State, Zip Edinburg,Texas 78542	**Tax I.D. No.** 74-2997571
Remit to Address : 12513 Bail Bond Drive	**City, State, Zip** Edinburg,Texas 78542
E-Mail Address: fguerrero@valleymetro.net	
Representative(s) Name(s) & Title(s) Francisco J. Guerrero/President	

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
__X__ LLC ____ Sole Proprietor ____ Other, Specify
State Identification No. 74-2997571 _____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas **Date:** April 2001 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization __X__ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Francisco J. Guerrero/President

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Minority **Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	XHispanic American	XWomen
Less than 499,000 annual gross receipt	Asian Pacific American	Other
XMore than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: XYes No

Indicate Certification No.(s): Attached **or are Certificate(s) attached?:** X Yes No

What type of product(s) is/are solicited by your company?: Security Guard Services

Would you like to be provided with specifications for procurements of such products?: XYes 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.:**

CONFIDENTIAL – This information contains trade secrets, commercial, and/or financial background data and is considered privileged and proprietary by Valley Metro Security. All pages are exempt from inspection or public disclosure.

DRAFT

AI-19162 **16.C.1.**

Spectra Energy/TETLP Invoice # DA-1108-0389/Work Order 076180629
CC REGULAR

Date:	12/29/2009
Submitted By:	Ramon Vela, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation, acceptance and approval of Invoice No. DA-1108-0389/WO No. 076180629 dated 12-08-08 in the amount of $9,779.04 submitted by Spectra Energy/Texas Easter Transmission, LP through the agreement with said company approved by Commissioners Court on 10-28-08 for company to relocate pipeline in South Tower Park.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1202-431-00-122-006-0-731

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

BUDGETARY IMPACT:

At the time the original approval to permit the work was approved by CC, a note was made under budgetary impact that Pct. #2, on the following week's agenda.

available balance of $34,155.07

Attachments

Link: Spectra Energy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/23/2009 04:02 PM	APRV
2	Budget & Management	Erika Zamora	12/23/2009 04:07 PM	APRV
3	Roland Garcia	Rolando Garcia	12/23/2009 05:08 PM	APRV
4	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Ramon Vela Started On: 12/22/2009 04:53 PM

Final Approval Date: 12/23/2009

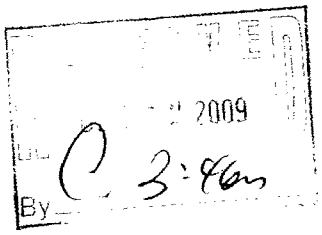
Texas Eastern Transmission, LP
5400 Westheimer Court
Houston, TX 77056

Mailing Address
P.O. Box 1642
Houston, TX 77251-1642

December 9, 2008

County of Hidalgo
301 East State Street
Pharr, Texas 78577

ATTN: Mr. Humberto Garza



RE: TETLP REIMBURSABLE WORK ORDER 076180629;
INVOICE NO. DA-1108-0389
Tower Rd. Vent Ext/DOT Rd Expansion; Tower Road Vent Extension for TxDot road expansion project in hidalgo County. Line 16.

Hidalgo County, Texas

Please find attached Texas Eastern Transmission's Invoice No. DA-1108-0389 dated December 8, 2008 for $9,779.04. This invoice is the billing for work order 076180629 and includes actual charges through November 30, 2008. Enclosed as support for this invoice is a Detailed Listing of Charges.

Please reference Invoice No. DA-1108-0389 and WO No. 076180629 on your remittance advice and send the return copy of the invoice to:

Texas Eastern Transmission, LP
P. O. Box 201210
Houston, TX 77216-1210
ATTN: Treasury Department-Cash Management

Should you have any questions concerning this billing, please contact me at (713) 627-4449.

Sincerely,

D. F. Edwards
Manager, TETLP Plant Accounting

xc: G. Reyes
S. Guerra

cb

Spectra Energy

TEXAS EASTERN TRANSMISSION, L.P.
P. O. BOX 1642
HOUSTON, TEXAS 77251-1642

TO: County of Hidalgo
301 East State Street
Pharr, Texas 78577

ATTN: Mr. Humberto Garza

PAYMENT DUE 30 DAYS FROM INVOICE DATE

WORK ORDER	ACCOUNT NUMBER	VOUCHER REFERENCE	DATE	INVOICE NUMBER
076180629	0143002-A638 013549 DX01	ARBILL	12/8/2008	DA-1108-0389

Tower Rd Vent Ext/DOT Rd Expansion

Tower Road Vent Extension for TxDot road expansion project in hidalgo County Line 16

Hidalgo County, Texas

		TOTAL
OUTSIDE SERVICES		9,779.04
TOTAL COST INCURRED	$	9,779.04
FEDERAL INCOME TAX		-
TOTAL AMOUNT REIMBURSABLE (100%)	$	9,779.04
TOTAL CURRENT BILLING	**$**	**9,779.04**
TOTAL BALANCE DUE TO TETLP	**$**	**9,779.04**

Please return an invoice copy with your payment to:

Texas Eastern Transmission L P
P O Box 201210
Houston, TX 77216-1210
Attn Treasury - Cash Management

Plant Accounting Database - Project Charges for Project # 076180629

Tower Rd. Vent Ext/DOT Rd Expansion

From July 2008 to July 2008

Date	RC	Amount	Appl ID	Voucher Id	Line Description	Vendor	Invoice #	Date
Company Labor & Benefits								
	A638	$848.41						
		$848.41	**Total Company Labor & Benefits**					
Outside Services								
2008/07/23	A376	$8,930.63	APACR49446	10194290		STRIKE CONSTRUCTION I F00003688		07-JUL-08
		$8,930.63	**Total Outside Services**					
		$9,779.04	**Total for Project # 076180629**					

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
October 28, 2008
9:30 A.M.

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

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Commissioners' Court Executive Officer - Valde Guerra:**

A.

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

B.

Presentation, discussion, and appropriate action regarding disaster recovery activities related to Hurricane Dolly including. but not limited to the following:
1. Contractors (i.e. AshBritt, Beck Disaster Recovery, etc.)
2. FEMA or other agency applications for Public Assistance or other sources/avenues/methods of reimbursements

C. **AI-11820** Discussion, consideration and action on 457 Plan Hardship Withdrawal request for employee #072966.

D. **AI-11928** Elections
1. Approval to create one (1) permanent full-time Accountant I position, slot no. 130-001 -0112 budgeted at $33,000.00 per year.
2. Approval of revised salary schedule.

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

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

3. Approval of revised salary schedule

14. Sheriff's Office - Chief Martinez:

A. AI-11851

1. Approval and authorization to accept the FY 2008 SCAPP (State Criminal Alien Assistance Program) grant from the U. S. Department of Justice, Bureau of Justice Assistance.
2. Approval of budget amendment to appropriate the grant award for $474,146.00.

15. Right of Way - Joe Pena:

A. AI-11827 Authorization for discussion, action and/or approval to accept the donation of Bernal Drive in Bernal Subdivision located on Mile 12 North and FM 491.

16. Precinct #1 - Comm. Handy:

A. AI-11910 Approval of Proclamation honoring Claudia Pena.

17. Precinct #2 - Comm. Palacios:

A. AI-11857 Drainage Improvement Project:
1. Approval to create the following eleven (11) new regular full time position to be funded form Pct. 2- 2008 C.O. Series allocation:

Slot #	Position Title	Budgeted Salary	Civil Service
0001	Director of Construction	$ 48,500.00	E
0002	Assistant Director of Construction	$ 45,000.00	E
0003	Excavator - Heavy Equipment Operator	$ 38,500.00	NE
0004	Excavator - Heavy Equipment Operator	$ 38,500.00	NE
0005	Backhoe - Heavy Equipment Operator	$ 29,500.00	NE
0006	Backhoe - Heavy Equipment Operator	$ 29,500.00	NE
0007	Bulldozer - Heavy Equipment Operator	$ 29,500.00	NE
0008	Pipe Layer/Fitter	$ 25,000.00	NE
0009	Pipe Layer/Fitter	$ 25,000.00	NE
0010	Laborer - Drainage/Construction	$ 20,000.00	NE
0011	Laborer - Drainage/Construction	$ 20,000.00	NE

2. Approval of salary schedule.

B. AI-11909 Discussion, consideration and action on Interlocal Agreement between County of Hidalgo and City of San Juan regarding Owassa Rd. Project

C. AI-11929 Approval of Agreement with Spectra Energy Transmission, LLC to relocate pipeline in South Tower park.

18. Precinct #3 - Comm. Flores:

A. AI-11880 Approval of 2008 interdepartmental transfer for Precinct #3 Colonia Access Program (1310) from N.Country Estate (program 065), N.Country Estate #2 (program 066) and La Palma (program 062) to Basham 16 (program 462) in the amount of $20,116.45.

AI-11929 **17.C.**

Approval of Agreement with Spectra Energy Transmission, LLC to relocate pipeline in South Tower park?.

CC REGULAR

Date: 10/28/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #2

Information

CAPTION

Approval of Agreement with Spectra Energy Transmission, LLC to relocate pipeline in South Tower park.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding source to be provided by Pct#2 next week.

Attachments

Link: e-mail
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/24/2008 02:28 PM	APRV
2	Manuel Chapa	Manuel Chapa	10/24/2008 03:44 PM	APRV
3	Auditor's Office		10/24/2008 05:46 PM	NEW

Form Started By: Monica Badillo Started On: 10/24/2008 01:40 PM
Final Approval Date: 10/24/2008

Monica Badillo

From: Stephen L. Crain [scrain@atlashall.com]
Sent: Friday, October 24, 2008 9:48 AM
To: 'Monica Badillo'
Subject: RE: South Tower Park - Hold Harmless Provision

Monica,

Please include second page of this email in an agenda packet titled "Approval of Agreement with Spectra Energy Transmission, LLC' to relocate pipeline in South Tower park".

From: Ramiro Gutierrez [mailto:rgutierrez@rgutierrezengineering.com]
Sent: Thursday, October 23, 2008 4:50 PM
To: 'Stephen L. Crain'
Subject: South Tower Park - Hold Harmless Provision

Steve,

Attached is the revised Hold Harmless Provision that has been revised by Spectra Energy. See if you can get this executed by the County. Let me know if you need anything else.

Thanks,

Ramiro Gutierrez, P.E.
President
R. Gutierrez Engineering Corporation
Tel: 956 782 2557 (Office)
Tel: 956 227 2154 (Cell)
email: rgutierrez@rgutierrezengineering.com

This email and any files transmitted with it contain(s) information belonging to the office of R. Gutierrez Engineering Corporation which is confidential and/or legally priveledged. This information is intended only for the individual or entity to whom this email is addressed. If you are not the named recipient(s), you are hereby notified that any disclosure, copying, distributing or taking of this information for any use whatsoever is strictly prohibited. If you receive this message in error, please notify the sender at (956) 782-2557 or by email at office@rgutierrezengineering.com and delete this message immediately from your computer. Thank You...

Spectra Energy Transmission, LLC
5400 Westheimer Court
Houston, TX 77056
P.O. Box 1642
Houston, TX 77251-1642

Hold Harmless Provision:

TETLP shall not be required to restore nor be liable for restoration for damages, including but not limited to, interruption of service or loss of revenue for the failure to restore any facilities should such facilities be disturbed by TETLP in the construction, operation, maintenance, alteration, repair, replacement, removal, or relocation of TETLP LN No. 16 pipeline and appurtenances.

Hidalgo County, its elected officials, its employees, agents and invitees, shall exercise Owner's rights and privileges hereunder at Owner's sole risk, cost and expense, and Owner shall, to the extent allowable by law, indemnify and hold harmless TETLP from and against any and all claims, demands, causes of actions, costs, expenses and liability of any nature whatsoever, to include court costs, attorney's fees and any expenses incurred in enforcing this provision that may result from, arise out of, be related to, or in any way connected with the exercise of Owner's rights and privileges as herein provided or the breach, violation or nonperformance of any obligation of Owner to be observed or performed hereunder; provided, however, that nothing herein shall be construed to require or obligate Owner to indemnify TETLP against or hold harmless from its own negligent acts or omissions.

****

HOLD-HARMLESS PROVISION ACCEPTANCE FORM

****

I hereby acknowledge approval and acceptance of the foregoing hold-harmless provisions.

_____
Signature

_____
Name (typed or printed)

_____
Title

_____

File: TETLP LN No. 16, Tr. 45, Hidalgo Co., TX
File: Encroachments – General

AI-19115 **16.D.1.**

BCAP Application for Payment (Final), Retainage Release, and Certificate of Construction Completion Eldora Gardens Subdivision Pct. No. 2

CC REGULAR

Date:	12/29/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.2

Information

CAPTION

Acceptance and approval of the following items from Jimmy Closner & Sons Construction, contracted vendor for Eldora Gardens Subdivision as submitted and reviewed by the project engineer R. Gutierrez Engineering Corporation-C-CAP-08-018-08-26:

a. Application for Payment (Final) in the amount of $7,595.47;

b. Certificate of Construction Completion reflecting the date of July 02, 2009;

c. Application for payment (Release of Retainage) in the amount of $6,177.19.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9	ACCT. #: 9-1311-431-00-122-252-0-733
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O.# 619742 has available balance of $8,439.41

FISCAL YEAR: 9	ACCT. #: 9-1311-206-00-000-008-0-000
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

available amount in retainage payable is $5,333.25 + $843.94(final retainage) = $6,177.19

Attachments

Link: Application for Payment (Final) Eldora Gardens Subdivision

Link: Application for Payment (Retainage Release) Eldora Gardens Subdivision

Link: Certification of Construction Completion Eldora Gardens

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/22/2009 02:43 PM	APRV
2	Budget & Management	Erika Zamora	12/22/2009 02:47 PM	APRV
3	Roland Garcia	Rolando Garcia	12/23/2009 03:28 PM	APRV
4	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Marcie Jackson Started On: 12/21/2009 10:43 AM

Final Approval Date: 12/23/2009

APPLICATION FOR FINAL PMT

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Jimmy Closner & Sons Construction (CONTRACTOR)
Contract: C-CAP-08-018-08-26
Project: Eldora Gardens Subdivision - Angelica Drive CSJ: 2C1080252
OWNER's Contract No. C-CAP-08-018-08-26 ENGINEER's Project No. ENG05.012m
For Work accomplished through the date of: 13-Jul-2009

1.	Original Contract Price:		$ 50,611.50
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 11,160.36
3.	Current Contract Price (1 plus 2):		$ 61,771.86
4.	Total completed and stored to date:		$ 61,771.86
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 6,177.19	
	10% of stored material:	$ -	
	Total Retainage:		$ 6,177.19
6.	Total completed and stored to date less retainage (4 minus 5):		$ 55,594.67
7.	Less previous Application for Payments:		$ (47,999.21)
8.	Balance to Finish:		$ -
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		**$ 7,595.46**

Accompanying Documentation: 9·1311·431·00·122·252·0·733·$ 8,439.41 <-843.94> = $ 7,595.47
P.O.#619742

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL PMT inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 17-Jul-09
Jimmy Closner & Sons Construction
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 14th day of December 2009

Notary Public
My Commission expires: 12/16/2011

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 17-Jul-09
R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: P.E.
7/17/09

INVOICE RECEIVED BY:
ON 12/14/09
GOODS/SERVICES RECEIVED BY:
ON 12/14/09

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2011

Contractor Name:	Jimmy Closner & Sons Construction
Starting Date:	23-Feb-2009
Project Ending Date:	4-Apr-2009
Retainage Percent:	10%

SCHEDULE OF VALUES

Application:	FINAL PMT
Application Date:	17-Jul-2009
Period To:	13-Jul-2009
Engineer Firm	R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-08-018-08-26	Eldora Gardens Subdivision - Ange	$ 50,611.50	$ 54,474.45	$ 61,771.86	$ 15,624.00	$ 1,562.40	$ 14,061.60	$ 37,708.45	$ 3,770.85	$ 33,937.61	$ 8,439.41	$ 843.94	$ 7,595.47	$ 61,771.86	$ 6,177.19	$ 55,594.67	$ 47,999.21	$ -
	TOTALS:	$ 50,611.50	$ 54,474.45	$ 61,771.86	$ 15,624.00	$ 1,562.40	$ 14,061.60	$ 37,708.45	$ 3,770.85	$ 33,937.61	$ 8,439.41	$ 843.94	$ 7,595.47	$ 61,771.86	$ 6,177.19	$ 55,594.67	$ 47,999.21	$ -

33,937.60

#47,999.20

QUANTITIES WORKSHEET

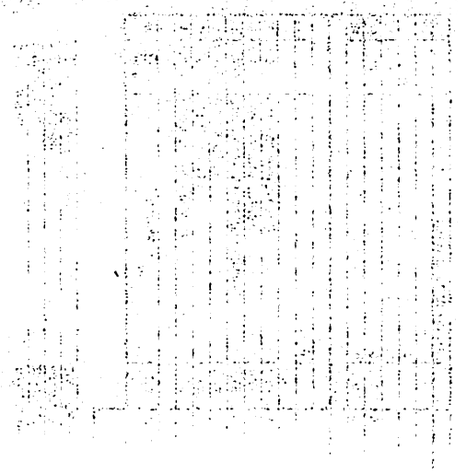
Contractor Name:	Jimmy Closner & Sons Construction
Starting Date:	23-Feb-2009
Project Ending Date:	4-Apr-2009
Engineer's / County Project Desc:	Eldora Gardens Subdivision - Angelica Drive CSJ: 2C1080252

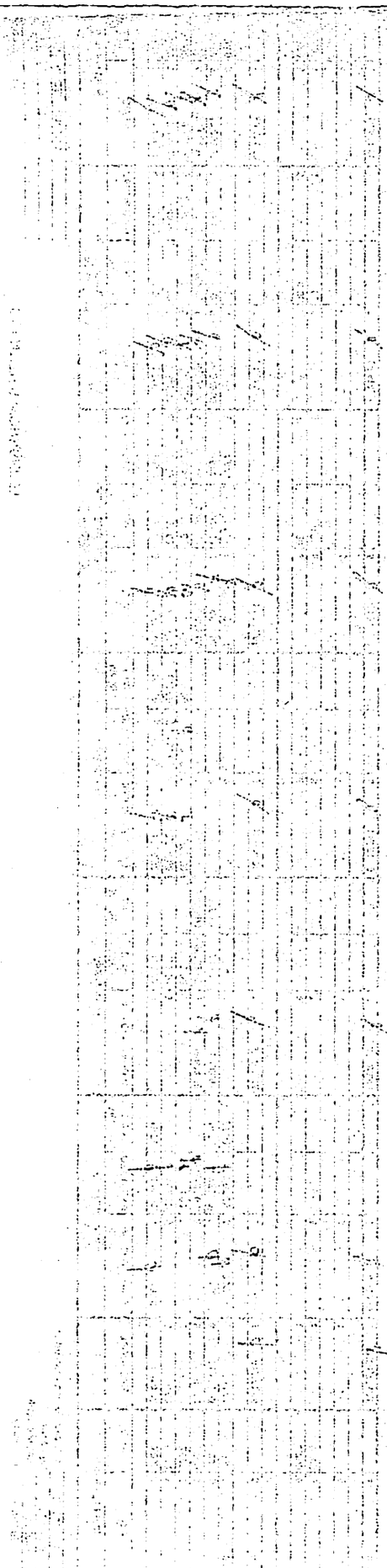
Application:	FINAL PMT
Application Date:	17-Jul-2009
Period To:	13-Jul-2009
Engineer's / County Project No.:	ENG05.012m

				Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Application #1			Application #2			Final Application				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
	0																							
1	402	Trench Excavation Protection	LF	$ 10.00	171.00	$ 1,710.00	$ 10.00	171.00	$ 1,710.00	$ 10.00	171.00	$ 1,710.00	153.00	153.00	$ 1,530.00		153.00	$ -	18.00	171.00	$ 180.00	$ 1,710.00	0.000	$ -
2	464	RCP (CL III) (18")	LF	$ 48.00	153.00	$ 7,344.00	$ 48.00	153.00	$ 7,344.00	$ 48.00	153.00	$ 7,344.00	153.00	153.00	$ 7,344.00		153.00	$ -		153.00	$ -	$ 7,344.00	0.000	$ -
3	465	Manhole (Ty A)	EA	$ 2,250.00	3.00	$ 6,750.00	$ 2,250.00	3.00	$ 6,750.00	$ 2,250.00	3.00	$ 6,750.00	3.00	3.00	$ 6,750.00		3.00	$ -		3.00	$ -	$ 6,750.00	0.000	$ -
4	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 9.75	2,462.00	$ 24,004.50	$ 9.75	2,462.00	$ 24,004.50	$ 9.75	2,462.00	$ 24,004.50		-	$ -	2,462.00	2,462.00	$ 24,004.50		2,462.00	$ -	$ 24,004.50	0.000	$ -
5	530	Driveways (CONCRETE)	SY	$ 65.00	166.20	$ 10,803.00	$ 65.00	225.63	$ 14,665.95	$ 65.00	225.63	$ 14,665.95		-	$ -	210.83	210.83	$ 13,703.95	14.80	225.63	$ 962.00	$ 14,665.95	0.000	$ -
6	530	Stamp Concrete Driveway	SY	$ -	0.00	$ -	$ -	0.00	$ -	$ 74.976	97.33	$ 7,297.41		-	$ -		-	$ -	97.33	97.33	$ 7,297.41	$ 7,297.41	0.000	$ 0.00
		Total				$ 50,611.50			$ 54,474.45			$ 61,771.86			$ 15,624.00			$ 37,708.45			$ 8,439.41	$ 61,771.86		$ 0.00
24	0	0	0	$ -	0.00	$ -	$ -	0.00	$ -	$ -	0.00	$ -		-	$ -		-	$ -		-	$ -	$ -	0.000	$ -
25	0	0	0	$ -	0.00	$ -	$ -	0.00	$ -	$ -	0.00	$ -		-	$ -		-	$ -		-	$ -	$ -	0.000	$ -
		0				$ -			$ -			$ -			$ -			$ -			$ -	$ -		$ -
		TOTAL BASE AMOUNTS:				$ 50,611.50			$ 54,474.45			$ 61,771.86			$ 15,624.00			$ 37,708.45			$ 8,439.41	$ 61,771.86		$ 0.00

Printed Name: Javier Gutierrez Date: 17-Jul-2009

Signature:





APPLICATION FOR RETAINAGE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Jimmy Closner & Sons Construction (CONTRACTOR)
Contract: C-CAP-08-018-08-26
Project: Eldora Gardens Subdivision - Angelica Drive CSJ: 2C1080252
OWNER's Contract No. C-CAP-08-018-08-26 ENGINEER's Project No. ENG05.012m
For Work accomplished through the date of: 13-Jul-2009

1.	Original Contract Price:		$ 50,611.50
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 11,160.36
3.	Current Contract Price (1 plus 2):		$ 61,771.86
4.	Total completed and stored to date:		$ 61,771.86
5.	Retainage (per Agreement):		
	0% of completed Work:	$ -	
	10% of stored material:	$ -	
	Total Retainage:		$ -
6.	Total completed and stored to date less retainage (4 minus 5):		$ 61,771.86
7.	Less previous Application for Payments:		$ (55,594.67)
8.	Balance to Finish:		$ -
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		**$ 6,177.19**

Accompanying Documentation:

REQ#619742 P.O.# 619742
9-1312-206-00-000-008-0-000→$6,177.19

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through RETAINAGE inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 17-Jul-09 Jimmy Closner & Sons Construction
CONTRACTOR
By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 17th day of July, 2009
_____
Notary Public
My Commission expires: Nov. 10, 2010

Anel Rodriguez
Notary Public
STATE OF TEXAS
My Comm Exp. Nov. 10, 2010

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 17-Jul-09 R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: _____ P.E.
7/17/09

INVOICE RECEIVED BY: _____ ON 12/14/09
GOODS/SERVICES RECEIVED BY: _____ ON 12/14/09

SCHEDULE OF VALUES

Contractor Name: Jimmy Closner & Sons Construction
Starting Date: 23-Feb-2009
Project Ending Date: 4-Apr-2009
Retainage Percent: 10%

Application: RETAINAGE
Application Date: 17-Jul-2009
Period To: 13-Jul-2009
Engineer Firm R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-08-018-08-26	Eldora Gardens Subdivision - Ange	$ 50,611.50	$ 54,474.45	$ 61,771.86	$ 15,624.00	$ 1,562.40	$ 14,061.60	$ 37,708.45	$ 3,770.85	$ 33,937.61	$ 8,439.41	$ 843.94	$ 7,595.47	$ 61,771.86	$ 6,177.19	$ 55,594.67	$ 55,594.67	$ -
	TOTALS:	**$ 50,611.50**	**$ 54,474.45**	**$ 61,771.86**	**$ 15,624.00**	**$ 1,562.40**	**$ 14,061.60**	**$ 37,708.45**	**$ 3,770.85**	**$ 33,937.61**	**$ 8,439.41**	**$ 843.94**	**$ 7,595.47**	**$ 61,771.86**	**$ 6,177.19**	**$ 55,594.67**	**$ 55,594.67**	**$ -**

$33,937.60

QUANTITIES WORKSHEET

Contractor Name:	Jimmy Closner & Sons Construction
Starting Date:	23-Feb-2009
Project Ending Date:	4-Apr-2009
Engineer's / County Project Desc:	Eldora Gardens Subdivision - Angelica Drive CSJ: 2C1080252

Application:	FINAL PMT
Application Date:	17-Jul-2009
Period To:	13-Jul-2009
Engineer's / County Project No.:	ENG05.012m

				Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Application #1			Application #2			Final Application				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		0																						
1	402	Trench Excavation Protection	LF	$ 10.00	171.00	$ 1,710.00	$ 10.00	171.00	$ 1,710.00	$ 10.00	171.00	$ 1,710.00	153.00	153.00	$ 1,530.00		153.00	$ -	18.00	171.00	$ 180.00	$ 1,710.00	0.000	$ -
2	464	RCP (CL III) (18")	LF	$ 48.00	153.00	$ 7,344.00	$ 48.00	153.00	$ 7,344.00	$ 48.00	153.00	$ 7,344.00	153.00	153.00	$ 7,344.00		153.00	$ -		153.00	$ -	$ 7,344.00	0.000	$ -
3	465	Manhole (Ty A)	EA	$ 2,250.00	3.00	$ 6,750.00	$ 2,250.00	3.00	$ 6,750.00	$ 2,250.00	3.00	$ 6,750.00	3.00	3.00	$ 6,750.00		3.00	$ -		3.00	$ -	$ 6,750.00	0.000	$ -
4	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 9.75	2,462.00	$ 24,004.50	$ 9.75	2,462.00	$ 24,004.50	$ 9.75	2,462.00	$ 24,004.50		-	$ -	2,462.00	2,462.00	$ 24,004.50		2,462.00	$ -	$ 24,004.50	0.000	$ -
5	530	Driveways (CONCRETE)	SY	$ 65.00	166.20	$ 10,803.00	$ 65.00	225.63	$ 14,665.95	$ 65.00	225.63	$ 14,665.95		-	$ -	210.83	210.83	$ 13,703.95	14.80	225.63	$ 962.00	$ 14,665.95	0.000	$ -
6	530	Stamp Concrete Driveway	SY	$ -	0.00	$ -	$ -	0.00	$ -	$ 74.976	97.33	$ 7,297.41		-	$ -		-	$ -	97.33	97.33	$ 7,297.41	$ 7,297.41	0.000	$ 0.00
		Total				**$ 50,611.50**			**$ 54,474.45**			**$ 61,771.86**			**$ 15,624.00**			**$ 37,708.45**			**$ 8,439.41**	**$ 61,771.86**		**$ 0.00**
24	0	0	0	$ -	0.00	$ -	$ -	0.00	$ -	$ -	0.00	$ -		-	$ -		-	$ -		-	$ -	$ -	0.000	$ -
25	0	0	0	$ -	0.00	$ -	$ -	0.00	$ -	$ -	0.00	$ -		-	$ -		-	$ -		-	$ -	$ -	0.000	$ -
		0				$ -			$ -			$ -			$ -			$ -			$ -	$ -		$ -
		TOTAL BASE AMOUNTS:				**$ 50,611.50**			**$ 54,474.45**			**$ 61,771.86**			**$ 15,624.00**			**$ 37,708.45**			**$ 8,439.41**	**$ 61,771.86**		**$ 0.00**

Printed Name: Javier Gutierrez Date: 17-Jul-2009

Signature:

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 2 DAY OF July 2009, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: August 26, 2008
OWNER: Hidalgo County Precinct No.2
CONSTRUCTION CONTRACTOR: JIMMY CLOSNER AND SONS CONSTRUCTION CO., L.C.

OF THE CITY OF MERCEDES STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF ELDORA GARDENS SUBDIVISION

CONTRACT-NO.: C-CAP-08-018-08-26 located in or near the City/Pct. of Pct. 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: None

2. That the sum of 0 dollars and 00 /100 dollars ($ 0.00), deducted from the final payment of the Contractor

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$50,611.50
Present Amount of Contract	$61,771.86
Total Amount of earned to date	$61,771.86
Less: previous payments	$47,999.20
Balance	$13,772.66
Authorized deductions	$0.00
AMOUNT OF FINAL PAYMENT (Incl. Ret. Rel.)	**$13,772.66**

6. That the final payment in the amount of $ Thirteen thousand seven hundred seventy two dollars and sixty six cents ($ 13,772.66) is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

Jimmy Closner Construction, Inc.
CONTRACTOR'S NAME

BY: _____

TITLE: _____

CONCURRED BY:

_____
Hidalgo County

AI-19134 **16.D.2.**

BCAP Application for Payment #4 Retainage Release, Certificate of Construction Completion Los Encinos I and II Subdivision Pct. No. 2

CC REGULAR

Date:	12/29/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Acceptance, and approval of the following items from Total Commitment, LLC, contracted vendor for Encinos I and Encinos II as submitted and reviewed by project engineer, Izaguirre Engineering Group, LLC-C-CAP-09-128-05-05;

a. Application for payment No. 4 Retainage Release in the amount of $19,236.10;

b. Requesting approval of Certificate of Construction Completion reflecting the date of November 06, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1312-206-00-000-004-0-000

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

BUDGETARY IMPACT:

Reference: P.O.# 627382

Retainage available $19,236.10

Attachments

Link: Application for Payment #4 Retainage Release Los Encinos I and II Subdivision

Link: Certificate of Construction Completion Los Encinos I and II Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/22/2009 03:55 PM	APRV
2	Budget & Management	Erika Zamora	12/22/2009 04:10 PM	APRV
3	Roland Garcia	Rolando Garcia	12/23/2009 10:51 AM	APRV
4	Auditor's Office	Angela Garcia	12/23/2009 05:22 PM	APRV

Form Started By: Marcie Jackson Started On: 12/22/2009 09:34 AM

Final Approval Date: 12/23/2009

APPLICATION FOR PAYMENT NO. 4 "RETAINAGE RELEASE"

To: HIDALGO COUNTY (OWNER)
From: TOTAL COMMITMENT, LLC (CONTRACTOR)
Contract: BORDER COLONIA ACCESS PROJECTS - 3rd ROUND
Project: LOS ENCINOS NO. 1 & 2 SUBDIVISION(S)
Owner's Contract No. C-CAP-09-128-05-05
Engineer's Project No.: Pct 2 - Los Encinos
For Work accomplished through the date of: September 29, 2009

1. Original Contract Price:		$ 207,184.80
2. Net change by Change Order and Written Agreements(+or-):		$ (14,823.85)
3. Current Contract Price (1 plus 2):		$ 192,360.95
4. Total completed and stored to date:		$ 192,360.95
5. Retainage (per Agreement):		
0% of completed Work:	$ -	
of stored material:		
Total Retainage:	$ -	$ -
6. Total completed and stored to date less retainage (4 minus 5)		$ 192,360.95
7. Less previous Application for Payments:		$ 173,124.85
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 19,236.10

Jf Vic 12.18.09

Accompanying Documentation:

REQ# 159985 P.O.# 627382
9-1312-206-00-000-004-0-000→$19,236.10
Los Encinos #1 & #2 Subdivisions

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 12-16-09

Total Commitment, LLC
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this day of Dec. 16, 2009.

Notary Public
My Commission expires: 7-6-13

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: December 4, 2009

ENGINEER
By: Gilberto A Gracia, P.E.

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

INVOICE RECEIVED BY: Marcie Jackson ON 12/17/09
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 12/17/09

Exhibit E-C

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

TOTAL COMMITMENT, LLC	Contractor Name
July 17, 2009	Starting Date
SEPTEMBER 29, 2009	Project Ending Date
10%	Retainage Percent

Application No.	4 "Retainage Release"
Application Date:	December 4, 2009
Period To:	September 29, 2009
Engineer Firm	IZAGUIRRE ENGINEERING GROUP, LLC

Summary

CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
3C10-808-90	LOS ENCINOS 1	$ 60,799.46	$ 57,433.05	$ 14,725.00	$ 25,529.95	$ 17,178.10	RETAINAGE	$ 57,433.05	$ -	$ -	$ 57,433.05	$ 51,689.75	$ 5,743.31
3C10-808-91	LOS ENCINOS 2	$ 146,385.34	$ 134,927.90	$ 36,266.00	$ 58,802.90	$ 39,859.00	RETAINAGE	$ 134,927.90	$ -	$ -	$ 134,927.90	$ 121,435.11	$ 13,492.79
	TOTALS:	$ 207,184.80	$ 192,360.95	$ 50,991.00	$ 84,332.85	$ 57,037.10	$ -	$ 192,360.95	$ -	$ -	$ 192,360.95	$ 173,124.85	$ 19,236.10

Estimate Quantity Update Worksheet

Date: December 4, 2009

Colonia: Los Encinos 1 & 2 Subdivisions
Roadway: Oak Ave, Michigan Dr, & Over the Hill Dr.
Control: CSJ 3C10-808-90 & CSJ 3C10-808-91
Project No: C-CAP-09-128-05-05
County: HIDALGO
Est. No: **4 Retainage**

Contractor: TOTAL COMMITMENT, LLC
Original Contract Price: $207,184.80
Revised Contract Price: $192,360.95
Total Work Done To-Date: $192,360.95
Project % Complete: 100.00%

Date Began: July 17, 2009
Contract Time: 74 calendar days
Time Charged: 70 calendar days
% Time Used: 94.59%

Work Type: PAVING & DRAINAGE
Limits:
From: Alamo Road (FM907)
To: to the west 480 feet

			ORIGINAL CONTRACT			REVISED CONTRACT			FIRST MONTH			SECOND MONTH			THIRD MONTH			PROJECT
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT	MO. QTY	QTY TO DATE	MONTHLY ITEM COST	MO. QTY	QTY TO DATE	MONTHLY ITEM COST	MO. QTY	QTY TO DATE	MONTHLY ITEM COST	BALANCE REMAINING
																		$ - INDICATES ZERO BALANCE
	(901)ADMINISTRATIVE																	
	(902) PRELIMINARY ENGINEERING																	
	(903) CONSTRUCTION ENGINEERING																	
	(904) RIGHT-OF-WAY																	
	(905) ROADWAY CONSTRUCTION																	
LOS ENCINOS 1 SUBDIVISION																		
100	PREPARING ROW	STA	5.03	$ 400.00	$ 2,012.00	5.03	$ 400.00	$ 2,012.00	5.03	5.030	$ 2,012.00	0	0	$ -	0	0	$ -	$ -
110	EXCAVATION	CY	683	$ 7.00	$ 4,781.00	683	$ 7.00	$ 4,781.00	683	683	$ 4,781.00	0	0	$ -	0	0	$ -	$ -
164	CELL FIB MULCH SEED (PERM)(URBAN)(C	SY	1100	$ 1.25	$ 1,375.00		$ 1.25	$ -	0	0	$ -	0	0	$ -	0	0	$ -	$ -
204	SPRINKLING	MG	20.12	$ 0.07	$ 1.41		$ 0.07	$ -	0	0	$ -	0	0	$ -	0	0	$ -	$ -
251	REWORK BS MTL (TY D) (8") DENS CONT)	SY	1979	$ 3.50	$ 6,926.50	1979	$ 3.50	$ 6,926.50	594	594	$ 2,079.00	1385	1979	$ 4,847.50	0	0	$ -	$ -
260	LIME TREAT (EXIST MATL) (6") (SUBGR)	SY	2038	$ 2.00	$ 4,076.00	2038	$ 2.00	$ 4,076.00	1019	1019	$ 2,038.00	1019	2038	$ 2,038.00	0	0	$ -	$ -
260	LIME (HYD, COM PR QK) (SLURRY)	TON	20.2	$ 150.00	$ 3,030.00	20.2	$ 150.00	$ 3,030.00	10.1	10.100	$ 1,515.00	10.1	20.200	$ 1,515.00	0.0	0	$ -	$ -
310	PRIME COAT (MC-30)	GAL	348.4	$ 5.25	$ 1,829.10	348.4	$ 5.25	$ 1,829.10	0	0	$ -	0.0	0	$ -	348.4	348	$ 1,829.10	$ -
340	ASPH CONC ACP SURFACE (Ty D) (1 1/2")	SY	1742	$ 7.50	$ 13,065.00	1742	$ 7.50	$ 13,065.00	0	0	$ -	0	0	$ -	1742	1742	$ 13,065.00	$ -
360	DRIVEWAYS (CONC) (4")	-																
500	MOBILIZATION	LS	1	$1,000.00	$ 1,000.00	1	$ 1,000.00	$ 1,000.00	1	1	$ 1,000.00	0	0	$ -	0	0	$ -	$ -
502	BARRICADES, SIGNS, AND TRAF HANDLE	LS	2	$1,300.00	$ 2,600.00	2.0	$ 1,300.00	$ 2,600.00	1	1	$ 1,300.00	1	2	$ 1,300.00	0	0	$ -	$ -
506	TEMP SEDMT CONT FENCE (INSTALL)	LF	50	$ 2.50	$ 125.00	50	$ 2.50	$ 125.00	0	0	$ -	0	0	$ -	50	50	$ 125.00	$ -
506	TEMP SEDMT CONT FENCE (REMOVE)	LF	50	$ 1.00	$ 50.00	50	$ 1.00	$ 50.00	0	0	$ -	0	0	$ -	50	50	$ 50.00	$ -
529	CONC CURB AND GUTTER (TY A)(BARRIE	LF	1066	$ 8.00	$ 8,528.00	1066	$ 8.00	$ 8,528.00	0	0	$ -	1066	1066	$ 8,528.00	0	0	$ -	$ -
530	DRIVEWAYS (TY PRB 1)	SY	144	$ 22.00	$ 3,168.00	144	$ 22.00	$ 3,168.00	0	0	$ -	72	72	$ 1,584.00	72	144	$ 1,584.00	$ -
560	MAILBOXES (SINGLE)	EA	7	$ 125.00	$ 875.00		$ 125.00	$ -	0	0	$ -	0	0	$ -	0	0	$ -	$ -
644	SMALL RDSD SGN ASSM (TY A)	EA	3	$ 175.00	$ 525.00	3	$ 175.00	$ 525.00	0	0	$ -	0	0	$ -	3	3	$ 525.00	$ -
760	CLEAN AND RESHAPE DITCHES (ROAD SI	LF	350	$ 2.50	$ 875.00		$ 2.50	$ -	0	0	$ -	0	0	$ -	0	0	$ -	$ -
2001	EN-1 TREAT FLEXBASE (DC) (8")	SY	1979	$ 1.00	$ 1,979.00	1979	$ 1.00	$ 1,979.00	0	0	$ -	1979	1979	$ 1,979.00	0	0	$ -	$ -
2001	EN-1 ROADBOND (771CY)	SY	13.33	$ 65.00	$ 866.45	13.33	$ 65.00	$ 866.45	0	0	$ -	13.33	13.330	$ 866.45	0	0	$ -	$ -
S ENCINOS 1 SUBDIVISION PAVING SUB-SUB-TOTAL					**$ 57,687.46**			**$ 54,561.05**			**$ 14,725.00**			**$ 22,657.95**			**$ 17,178.10**	
	(906) DRAINAGE																	
464	RC PIPE (CL III)(18")	LF	48	$ 30.00	$ 1,440.00	40	$ 30.00	$ 1,200.00	0	0	$ -	40	40	$ 1,200.00	0	0	$ -	$ -
467	SET (TY II)(18")(RCP)(1:6)	EA	2	$ 700.00	$ 1,400.00	2	$ 700.00	$ 1,400.00	0	0	$ -	2	2	$ 1,400.00	0	0	$ -	$ -
472	REMOVE EXIST CULVERT PIPE	LF	24	$ 3.00	$ 72.00	24	$ 3.00	$ 72.00	0	0	$ -	24	24	$ 72.00	0	0	$ -	$ -
480	REMOVE CULVERT S.E.T.	EA	2	$ 100.00	$ 200.00	2	$ 100.00	$ 200.00	0	0	$ -	2	2	$ 200.00	0	0	$ -	$ -
NCINOS 1 SUBDIVISION DRAINAGE SUB-SUB-TOTAL					**$ 3,112.00**			**$ 2,872.00**			**$ -**			**$ 2,872.00**			**$ -**	
LOS ENCINOS 1 SUBDIVISION SUB-TOTAL					**$ 60,799.46**			**$ 57,433.05**			**$ 14,725.00**			**$ 25,529.95**			**$ 17,178.10**	

(CONTINUED ON NEXT PAGE) CONTINUED ON NEXT PAGE) ONTINUED ON NEXT PAGE) ONTINUED ON NEXT PAGE)

(905) ROADWAY CONSTRUCTION

	LOS ENCINOS 2 SUBDIVISION		12.29			12.29												
100	PREPARING ROW	STA	####	$ 400.00	$ 4,916.00	####	$ 400.00	$ 4,916.00	12.29	12.290	$ 4,916.00	0	0	$ -	0	0	$ -	$ -
110	EXCAVATION	CY	1749	$ 7.00	$ 12,243.00	1749	$ 7.00	$ 12,243.00	1749	1749	$ 12,243.00	0	0	$ -	0	0	$ -	$ -
164	CELL FIB MULCH SEED (PERM)(URBAN)(C	SY	2788	$ 1.25	$ 3,485.00		$ 1.25	$ -	0	0	$ -	0	0	$ -	0	0	$ -	$ -
204	SPRINKLING	MG	49.16	$ 0.07	$ 3.44		$ 0.07	$ -	0	0	$ -	0	0	$ -	0	0	$ -	$ -
251	REWORK BS MTL (TY D) (8") DENS CONT)	SY	4264	$ 3.50	$ 14,924.00	4264	$ 3.50	$ 14,924.00	2132	2132	$ 7,462.00	2132	4264	$ 7,462.00	0	0	$ -	$ -
260	LIME TREAT (EXIST MATL) (6") (SUBGR)	SY	4865	$ 2.00	$ 9,730.00	4865	$ 2.00	$ 9,730.00	2432.5	2432.5	$ 4,865.00	2432.5	4865	$ 4,865.00	0.0	0	$ -	$ -
260	LIME (HYD, COM PR QK) (SLURRY)	TON	50.4	$ 150.00	$ 7,560.00	50.4	$ 150.00	$ 7,560.00	25.2	25.200	$ 3,780.00	25.2	50.400	$ 3,780.00	0.0	0	$ -	$ -
310	PRIME COAT (MC-30)	GAL	793	$ 5.50	$ 4,361.50	793	$ 5.50	$ 4,361.50	0	0	$ -	0	0	$ -	793	793	$ 4,361.50	$ -
340	ASPH CONC ACP SURFACE (Ty D) (1 1/2")	SY	3965	$ 7.50	$ 29,737.50	3965	$ 7.50	$ 29,737.50	0	0	$ -	0	0	$ -	3965	3965	$ 29,737.50	$ -
360	DRIVEWAYS (CONC) (4")	SY	281	$ 31.50	$ 8,851.50	281	$ 31.50	$ 8,851.50				281		$ 8,851.50	0	0	$ -	$ -
500	MOBILIZATION	LS	1	$1,500.00	$ 1,500.00	1	$1,500.00	$ 1,500.00	1	1	$ 1,500.00	0	0	$ -	0	0	$ -	$ -
502	BARRICADES, SIGNS, AND TRAF HANDLE	LS	3	$1,500.00	$ 4,500.00	3.0	$1,500.00	$ 4,500.00	1	1	$ 1,500.00	1	2	$ 1,500.00	1	3	$ 1,500.00	$ -
506	TEMP SEDMT CONT FENCE (INSTALL)	LF	126	$ 2.50	$ 315.00	126	$ 2.50	$ 315.00	0	0	$ -	0	0	$ -	126	126	$ 315.00	$ -
506	TEMP SEDMT CONT FENCE (REMOVE)	LF	126	$ 1.00	$ 126.00	126	$ 1.00	$ 126.00	0	0	$ -	0	0	$ -	126	126	$ 126.00	$ -
529	CONC CURB AND GUTTER (TY A)(BARRIEI	LF	2702	$ 7.80	$ 21,075.60	2702	$ 7.80	$ 21,075.60	0	0	$ -	2702	2702	$ 21,075.60	0	0	$ -	$ -
530	DRIVEWAYS (TY PRB 1)	SY	205	$ 22.00	$ 4,510.00	205	$ 22.00	$ 4,510.00	0	0	$ -	103	103	$ 2,266.00	102	205	$ 2,244.00	$ -
560	MAILBOXES (SINGLE)	EA	18	$ 125.00	$ 2,250.00		$ 125.00	$ -	0	0	$ -	0	0	$ -	0	0	$ -	$ -
644	SMALL RDSD SGN ASSM (TY A)	EA	9	$ 175.00	$ 1,575.00	9	$ 175.00	$ 1,575.00	0	0	$ -	0	0	$ -	9	9	$ 1,575.00	$ -
760	CLEAN AND RESHAPE DITCHES (ROAD SI	LF	946.8	$ 2.50	$ 2,367.00		$ 2.50	$ -	0	0	$ -	0	0	$ -	0	0	$ -	$ -
2001	EN-1 TREAT FLEXBASE (DC) (8")	SY	4264	$ 1.00	$ 4,264.00	4264	$ 1.00	$ 4,264.00	0	0	$ -	4264	4264	$ 4,264.00	0	0	$ -	$ -
2001	EN-1 ROADBOND (771CY)	SY	28.72	$ 65.00	$ 1,866.80	28.72	$ 65.00	$ 1,866.80	0	0	$ -	28.72	28.720	$ 1,866.80	0	0	$ -	$ -
S ENCINOS 2 SUBDIVISION PAVING SUB-SUB-TOTAL					**$140,161.34**			**$132,055.90**			**$ 36,266.00**			**$ 55,930.90**			**$ 39,859.00**	
	(906) DRAINAGE																	
464	RC PIPE (CL III)(18")	LF	96	$ 30.00	$ 2,880.00	40	$ 30.00	$ 1,200.00	0	0	$ -	40	40	$ 1,200.00	0	0	$ -	$ -
467	SET (TY II)(18")(RCP)(1:6)	EA	4	$ 700.00	$ 2,800.00	2	$ 700.00	$ 1,400.00	0	0	$ -	2	2	$ 1,400.00	0	0	$ -	$ -
472	REMOVE EXIST CULVERT PIPE	LF	48	$ 3.00	$ 144.00	24	$ 3.00	$ 72.00	0	0	$ -	24	24	$ 72.00	0	0	$ -	$ -
480	REMOVE CULVERT S.E.T.	EA	4	$ 100.00	$ 400.00	2	$ 100.00	$ 200.00	0	0	$ -	2	2	$ 200.00	0	0	$ -	$ -
NCINOS 2 SUBDIVISION DRAINAGE SUB-SUB-TOTAL					**$ 6,224.00**			**$ 2,872.00**			**$ -**			**$ 2,872.00**			**$ -**	
	LOS ENCINOS 2 SUBDIVISION SUB-TOTAL				**$146,385.34**			**$134,927.90**			**$ 36,266.00**			**$ 58,802.90**			**$ 39,859.00**	
OS ENCINOS 1 & 2 SUBDIVISION(S) PROJECT TOTAL					**$207,184.80**			**$192,360.95**			**$ 50,991.00**			**$ 84,332.85**			**$ 57,037.10**	

Monthly Totals:	$ 50,991.00	$ 84,332.85	$ 57,037.10
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
ROADWAY (905)	$ 50,991.00	$ 78,588.85	$ 57,037.10
DRAINAGE (906)	$ -	$ 5,744.00	$ -

Project Total to Date

Roadway (905):	$186,616.95
Drainage (906):	$5,744.00
Project Total	$192,360.95

Prepared and Checked By:

Signature: Gilbert A. Gracia Date: 12-04-09

Printed Name: GILBERTO A. GRACIA

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 06th DAY OF November A FINAL INSPECTION was made of the project herein described.

CONTRACT: CONTRACT DATE: May 5, 2009
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Total Commitment, LLC
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION: CONSTRUCTION OF Los Encinos I & II Sub'd Drainage and Paving Improvements
CONTRACT NO: C-CAP-09-128-05-05
Located in or near the City/Precinct Of Alamo within Hidalgo County Pct No.2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   NONE

2. That the sum of NONE, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$ 207,184.80
Present Amount of Contract	$ 192,360.95
Total Amount of earned to Date	$ 192,360.95
Less: previous payments	$ 173,124.85
Balance	$ 19,236.10
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 19,236.10

6. That the final payment in the amount of Nineteen Thousand Two Hundred Thirty–Six Dollars and Ten Cents is now due and payable.

Gilbert A. Garcia
Engineer's Signature

CONCURRED BY:

Pedro A. Gutierrez Jr.
Contractor's Name

By: _____

Title: Member

CONCURRED BY:

_____
City/Precinct

By: _____

Title: _____

Exhibit E-M

AI-19127 **16.E.1.**

BCAP Application for Payment #1 & (Final) Ramon Leal Subdivision Pct. No. 3

CC REGULAR

Date:	12/29/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Acceptance and approval of Application for Payment No. 1 and (Final) in the amount of $82,162.85 from Closner Construction Co. LC contracted vendor for Ramon Leal Subdivision as submitted by Izaguirre Engineering Group LLC. (C-CAP-09-132-06-08)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-591-0-731/733

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

BUDGETARY IMPACT:

Available funds in P.O. #627746 as of 12/22/09 is $87,475.03.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-591-0-731

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

BUDGETARY IMPACT:

Available funds in P.O. #627746 as of 12/22/09 is $5,692.03.

Attachments

Link: Application for Pmt #1 & Final Ramon Leal S/D

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/22/2009 02:48 PM	APRV
2	Budget & Management	Erika Zamora	12/22/2009 03:04 PM	APRV
3	Perla Lopez	Perla Lopez	12/23/2009 11:27 AM	APRV
4	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Marcie Jackson Started On: 12/21/2009 02:17 PM

Final Approval Date: 12/23/2009

APPLICATION FOR PAYMENT NO. 1 & FINAL

AI- 19127 12/29/09

To: HIDALGO COUNTY (OWNER)
From: CLOSNER CONSTRUCTION CO., L.C (CONTRACTOR)
Contract: BORDER COLONIA ACCESS PROJECTS - 3rd ROUND
Project: RAMON LEAL SUBDIVISION
Owner's Contract No. C-CAP-09-132-06-08
Engineer's Project No.: Pct 3 - Ramon
For Work accomplished through the date of: November 20, 2009

1. Original Contract Price:		$ 93,167.06
2. Net change by Change Order and Written Agreements(+or-):		$ (1,875.00)
3. Current Contract Price (1 plus 2):		$ 91,292.06
4. Total completed and stored to date:		$ 91,292.06
5. Retainage (per Agreement):		
10% of completed Work:	$ 9,129.21	
of stored material:		
Total Retainage:	$ 9,129.21	$ 9,129.21
6. Total completed and stored to date less retainage (4 minus 5)		$ 82,162.85
7. Less previous Payments:		$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 82,162.85

Accompanying Documentation:
9-1312-431-00-123-591-0-733-$28,573.16 <-2,857.32> = $ 25,715.84
9-1312-431-00-123-591-0-731-$58,901.87 <-5,810.19> = $53,091.68
9-1203-431-00-123-591-0-731-$3,817.03 <-381.70> = $3,435.33
P.O.# 627746

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: _____

_____
CONTRACTOR

By: _____

State of _____
County of _____
Subscribed and sworn to before me this day of _____, 2009.

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Date: December 2, 2009

_____
ENGINEER

By: Gilberto A Gracia, P.E.

INVOICE RECEIVED BY: _____ ON 12/16/09
GOODS/SERVICES RECEIVED BY: _____ ON 12/16/09

Exhibit E-C

CLOSNER CONSTRUCTION CO.,LC	Contractor Name
October 28, 2009	Starting Date
December 27, 2009	Project Ending Date
10%	Retainage Percent

Application No.	1 & FINAL
Application Date:	November 25, 2009
Period To:	November 20, 2009
Engineer Firm	IZAGUIRRE ENGINEERING GROUP, LLC

Summary

CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
3C1080591	RAMON LEAL	$ 93,167.06	$ 91,292.06	$ 91,292.06	$ -	$ -	$ -	$ 91,292.06	$ -	$ 9,129.21	$ 82,162.85	$ -	$ 82,162.85
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	$ 93,167.06	$ 91,292.06	$ 91,292.06	$ -	$ -	$ -	$ 91,292.06	$ -	$ 9,129.21	$ 82,162.85	$ -	$ 82,162.85

Estimate Quantity Update Worksheet

Colonia: RAMON LEAL SUBDIVISION
Roadway: LEAL STREET AND RAMON AVENUE
Control: CSJ 3C1080591
Project No: C-CAP-09-132-06-08
County: HIDALGO
Est. No: 1 & FINAL
Work Type: PAVING & DRAINAGE
Limits:
From: FM 681
To: to the north 770 feet of interior streets

Date: December 2, 2009
Contractor: CLOSNER CONSTRUCTION CO., LC
Original Contract Price: $93,167.06
Total of Change Orders: ($1,875.00)
Revised Contract Price: $91,292.06
Total Work Done: $91,292.06
% Complete: 100.00%

Date Began: August 24, 2009
Work Stoppage Date: August 24, 2009
Work Continued Date: October 28, 2009
Contract Time: 60 calendar days
Time Charged: 23 calendar days
% Time Used: 38.33%

			ORIGINAL CONTRACT			REVISED CONTRACT			PAYMENT APPLICATION No.1			PAYMENT APPLICATION No.2			PAYMENT APPLICATION No.3		
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT	MO. QTY	QUANTITY TO DATE	MONTHLY ITEM COST	MO. QTY	QUANTITY TO DATE	MONTHLY ITEM COST	MO. QTY	QUANTITY TO DATE	MONTHLY ITEM COST
	(901)ADMINISTRATIVE		0														
	(902) PRELIMINARY ENGINEERING		0														
	(903) CONSTRUCTION ENGINEERING		0														
	(904) RIGHT-OF-WAY		0														
	(905) ROADWAY CONSTRUCTION																
RAMON LEAL SUBDIVISION																	
100	PREP ROW	Sta.	7.77	$550.00	$4,273.50	7.77	$550.00	$4,273.50	7.77	7.77	$4,273.50						
110	EXCAVATION (ROADWAY)	CY	476	$3.50	$1,666.00	476	$3.50	$1,666.00	478	476	$1,666.00						
164	CELL FIB MULCH SEED (PERM) URBAN CL	SY	1526	$0.90	$1,373.40	1526	$0.90	$1,373.40	1526	1526	$1,373.40						
204	SPRINKLING	MG	31.1	$45.00	$1,399.50	31.1	$45.00	$1,399.50	31.10	31.10	$1,399.50						
216	PROOF ROLLING	SY	4130	$0.85	$3,510.50	4130	$0.85	$3,510.50	4130	4130	$3,510.50						
247	FLEX BASE (RD DEL) TY "E" GR4	CY	556	$17.85	$9,924.60	556	$17.85	$9,924.60	556	556	$9,924.60						
251	REWORKS BS MTL (TY D) 8" (DENS	SY	2501	$2.75	$6,877.75	2501	$2.75	$6,877.75	2501	2501	$6,877.75						
310	PRIME COAT (MC-30)	GAL	411.2	$6.50	$2,672.80	411.2	$6.50	$2,672.80	411.20	411.20	$2,672.80						
340	ASPH CONC ACP SURFACE (TY D) (1 1/2")	SY	2056	$7.35	$15,111.60	2056	$7.35	$15,111.60	2056	2056	$15,111.60						
500	MOBILIZATION	LS	1	$3,500.00	$3,500.00	1	$3,500.00	$3,500.00	1	1	$3,500.00						
502	BARRICADES, SIGNS AND TRAF HANDLE	LS	1	$2,500.00	$2,500.00	1	$2,500.00	$2,500.00	1	1	$2,500.00						
506	TEMP SEDMT CONT FENCE (INSTALL)	LF	140	$3.25	$455.00	140	$3.25	$455.00	140	140	$455.00						
506	TEMP SEDMT CONT FENCE (REMOVE)	LF	140	$1.00	$140.00	140	$1.00	$140.00	140	140	$140.00						
560	MAILBOXES (SINGLE)	EA	7	$175.00	$1,225.00	7	$175.00	$1,225.00	7.00	7.00	$1,225.00						
644	SMALL RDSD SGN ASSM (TY A)	EA	6	$325.00	$1,950.00	6	$325.00	$1,950.00	6	6.000	$1,950.00						
2500	EN-1 TREAT SUB-BASE (DC)	SY	2501	$1.75	$4,376.75	2501	$1.75	$4,376.75	2501	2501	$4,376.75						
2500	EN-1 ROADBOND	GAL	14.1	$125.00	$1,762.50	14.1	$125.00	$1,762.50	14	14	$1,762.50						
6000	UTILITY/SERVICE ADJUSTMENTS	LS	1	$1,875.00	$1,875.00	0	$1,875.00	$0.00		0	$0.00						
	RAMON LEAL SUBDIVISION PAVING TOTALS				**$64,693.90**			**$62,718.90**			**$62,718.90**						
	(906) DRAINAGE																
464	RC PIPE (CL III)(18")	LF	104.000	$28.00	$2,912.00	104.000	$28.00	$2,912.00	104	104	$2,912.00						
465	INLET (TYPE 'C') (3'X 3' GRATE)	EA	5.000	$1,275.00	$6,375.00	5.000	$1,275.00	$6,375.00	5	5	$6,375.00						
530	DRIVEWAYS (TY PRB-1)	SY	498.3	$8.00	$3,986.16	498.3	$8.00	$3,986.16	498	498	$3,986.16						
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$1,250.00	$5,000.00	4.000	$1,250.00	$5,000.00	4	4	$5,000.00						
5000	CORRUGATED HDPE CULVERT PIPE (15")	LF	515.000	$20.00	$10,300.00	515.000	$20.00	$10,300.00	515	515	$10,300.00						
	RAMON LEAL SUBDIVISION DRAINAGE TOTALS				**$28,573.16**			**$28,573.16**			**$28,573.16**						
	RAMON LEAL SUBDIVISION PROJECT TOTALS				**$93,167.06**			**$91,292.06**			**$91,292.06**						

Monthly Totals:	$91,292.06
ADMINISTRATIVE (901)	
PRELIMINARY ENGINEERING (902)	
CONSTRUCTION ENGINEERING (903)	
RIGHT-OF-WAY (904)	
ROADWAY (905)	$62,718.90
DRAINAGE (906)	$28,573.16

Total to Date:

Roadway (905): $62,718.90
Drainage (906): $28,573.16
Total $91,292.06

Prepared and Checked Signature: Gilberto A. Gracia Date: DECEMBER 2, 2009

Printed Name: GILBERTO A. GRACIA

AI-19131 **16.E.2.**

BCAP Application for Certificate of Construction Completion, Retainage Release Jimenez Subdivison Pct. No. 3

CC REGULAR

Date:	12/29/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Acceptance and approval of the following items from M Construction, LTD, contracted vendor for Jimenez Subdivision as submitted and reviewed by project engineer, Hinojosa Engineering, Inc.-C-CAP-09-130-05-05;

a. Certificate of Construction Completion reflecting the date of December 04, 2009 ;

b. Application for payment (Release of Retainage) in the amount of $8,101.48.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-206-00-000-021-0-000

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

BUDGETARY IMPACT:

Available funds in P.O. #630773 as of 12/23/09 for Retainage Payable is $7,206.14.

Refer to AI - 19016 (12/22/09 CC) for 1st & Final payment.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-206-00-000-006-0-000

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

BUDGETARY IMPACT:

Available funds in P.O. #630773 as of 12/23/09 for Retainage Payable is $895.34.

Refer to AI - 19016 (12/22/09 CC) for 1st & Final payment.

Attachments

Link: certificate

Link: retainage release

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	12/22/2009 02:51 PM	APRV
2	Budget & Management	Erika Zamora	12/22/2009 03:04 PM	APRV
3	Perla Lopez	Perla Lopez	12/23/2009 09:27 AM	APRV
4	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Marcie Jackson

Started On: 12/21/2009 03:45 PM

Final Approval Date: 12/23/2009

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON December 4, 2009 A FINAL INSPECTION was made of the project herein described:

Road and Drainage Improvements of Jimenez Subdivision

DATE: December 4, 2009
OWNER: Hidalgo County Precinct No. 3

CONSTRUCTION CONTRACTOR: **M Construction LTD** OF THE CITY OF **McAllen,** STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF: Border Colonia Access Project
Road and Drainage Improvements of Jimenez Subdivision

CONTRACT # **CAP-09-130-05-05**
Located in or near the Hidalgo County Precinct No.3

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: **None**

2. That the sum of (0), deducted from the final payment of the **M Construction LTD,** is a fair and equitable settlement for the foregoing except work.

3. That **M Construction LTD,** has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That **M Construction LTD,** has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract: $79,859.79
   Present Amount of Contract: $81,014.79
   Total Amount of earned to Date: $81,014.79
   Less: previous payments: $72,913.31
   Authorized deductions: $ 0.00
   AMOUNTY OF FINAL PAYMENT: $8,101.48

6. That the final payment in the amount of (**$8,101.48**) is now due and payable.

CONCURERED BY:

M Construction LTD

By: _____

Hinojosa Engineering, Inc.

By: _____
Ricardo Hinojosa, P.E.

Hidalgo County

By: _____
Rene A. Ramirez, County Judge

AI-19131 12/29/09

APPLICATION FOR RELEASE OF RETAINAGE

To: Hidalgo County (OWNER)
From: M Construction LTD (CONTRACTOR)
Contract: CAP-09-130-05-05
Project: Road and Drainage Construction of Jimenez Subdivision
OWNER's Contract No. CAP-09-130-05-05 ENGINEER's Project No. 06-178
For Work accomplished through the date of: 11/13/2009 .

1. Original Contract Price:		$ 79,859.79
2. Net change by Change Orders and Written Agreements (+ or -):		$ 1,155.00
3. Current Contract Price (1 plus 2):		$ 81,014.~~10~~ 79
4. Total completed and stored to date:		$ 81,014.~~10~~ 79
5. Retainage (per Agreement):		
0% of completed Work:	$ -	
0% of stored material:	$ -	
Total Retainage:		$ -
6. Total completed and stored to date less retainage (4 minus 5):		$ 81,014.~~09~~ 79
7. Less previous Application for Payments:		$ ~~72,912.68~~ 72,913.31
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 8,101.~~41~~ 48

Accompanying Documentation:
P.O. #630773 9·1311·206·00·000·021·0·000· $ 7,206.14
9·1203·206·00-000-006·0·000 $ 895.34

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 12·9·09 M. Construction LTD
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 9th day of December, 2009

Yolanda M. Cisneros
Notary Public
My Commission expires: March 27, 2010

YOLANDA M. CISNEROS
Notary Public, State of Texas
My Commission Expires
March 27, 2010

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12-9-09 HINOJOSA ENGINEERING, INC
ENGINEER
By:

INVOICE RECEIVED BY:
ON 12/10/09
GOODS/SERVICES RECEIVED BY:
ON 12/10/09

M Construction, LTD	Contractor Name
	Starting Date
	Project Ending Date
10%	Retainage Percent

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Application No 1 & Final	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
CSJ# 2C1080911	Jimenez Subdivision	$ 79,859.79	$ 81,014.79	$ 81,014.79	$ -	$ -	$ 81,014.79	$ -	$ 8,101.48	$ 72,913.31	$ 72,913.31	$ 8,101.48
		$ 79,859.79	$ 81,014.79	$ 81,014.79	$ -	$ -	$ 81,014.79	$ -	$ 8,101.48	$ 72,913.31	$ 72,913.31	$ 8,101.48

Estimate Quantity Update Worksheet
Jimenez Subdivision
Colonia Access Program Project - Precinct No.3
CAP-09-130-05-05
Contractor: M Construction LTD

COPY

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Change Order No.1 Quantity	Change Order No.1 Unit Price	Change Order No.1 Total	(+)Increase/ (-)decrease
Roadway									
100	Preparing ROW	7.91	STA	$600.00	$4,746.00	7.91	7.91	$4,746.00	$0.00
134	Backfill	7.91	STA	$200.00	$1,582.00	7.91	7.91	$1,582.00	$0.00
247	Flex Base (8")	546.82	CY	$28.00	$15,310.96	546.82	546.82	$15,310.96	$0.00
251	Reworking Base Material (DC) (TY D CL2)	546.82	CY	$6.50	$3,554.33	546.82	546.82	$3,554.33	$0.00
502	Barricades, Signs & Traffic Handling	1.50	MO	$500.00	$750.00	1.50	1.5	$750.00	$0.00
506	Construction Exits (TY 2) (Install)	72.00	SY	$9.00	$648.00	72.00	72	$648.00	$0.00
506	Construction Exits (TY 2) (Remove)	72.00	SY	$5.00	$360.00	72.00	72	$360.00	$0.00
5249	Temp Sediment Control Fence	780.00	LF	$5.00	$3,900.00	780.00	780	$3,900.00	$0.00
5249	Temp Sediment Control Fence (Remove)	780.00	LF	$4.00	$3,120.00	780.00	780	$3,120.00	$0.00
530	Turnouts (Asph-Conc.-Pav)	72.00	SY	$20.00	$1,440.00	72.00	72	$1,440.00	$0.00
Drainage									
464	RCP (CL III) (18")	40	LF	$22.00	$880.00	40	40	$880.00	$0.00
464	RCP (CL III) (15")	500	LF	$18.00	$9,000.00	512	512	$9,216.00	$216.00
467	Safety End Treatment	2	EA	$800.00	$1,600.00	2	2	$1,600.00	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	398	SY	$15.00	$5,970.00	377	377	$5,655.00	-$315.00
530	Driveways (Ty PRB-1) (Concrete)	166	SY	$25.00	$4,650.00	236	236	$5,900.00	$1,250.00
Alternate No.1									
310	Prime Coat (MC-30)	475.50	GAL	$7.00	$3,328.50	475.50	475.5	$3,328.50	$0.00
340	Asphalt Concrete Pavment Type "D"	2,377.50	SY	$8.00	$19,020.00	2,378.00	2378	$19,024.00	$4.00
				TOTAL	$79,859.79		Totals:	$81,014.79	$1,155.00
				Roadway:	$57,759.79		Roadway:	$57,763.79	
				Drainage:	$22,100.00		Drainage:	$23,251.00	

Totals to Date:

Roadway:	$57,763.79
Drainage:	$23,251.00
Total:	$81,014.79

Prepared and Checked by: Signature: _____ Date: 12-9-09

Printed Name: Reynaldo Robles, Jr., P.E.

AI-19001 **16.E.3.**

BCAP Application for Payment Retainage Release, and Certificate of Construction Completion - Jessan Subdivision Pct. No. 3

CC REGULAR

Date:	12/29/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Acceptance and approval of the following items from M Construction, LTD, contracted vendor for Jessan Subvision as submitted and review by project engineer, Hinojosa Engineering, Inc. - C-CAP-09-131-05-05:

a. Application for Payment-Release of Retainage in the amount of $4,062.62;

b. Certificate of Construction Completion reflecting date of December 04, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-206-00-000-021-0-000

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

BUDGETARY IMPACT:

Available funds in P.O. #630176 for Retainage Payable as of 12/22/09 is $3,537.81.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-206-00-000-006-0-000

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

BUDGETARY IMPACT:

Available funds in P.O. #630176 for Retainage Payable as of 12/22/09 is $524.81.

Attachments

Link: Certificate of Costruction Completion Jessan Subdivision

Link: Application for Payment Release of Retainage Jessan Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		12/23/2009 05:22 PM	PEND
2	Budget & Management	Erika Zamora	12/22/2009 02:46 PM	APRV
3	Perla Lopez	Perla Lopez	12/23/2009 10:04 AM	APRV
4	Auditor's Office		12/23/2009 05:22 PM	NEW

Form Started By: Marcie Jackson

Started On: 12/14/2009 11:04 AM

Final Approval Date: 12/23/2009

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON December 4, 2009 A FINAL INSPECTION was made of the project herein described:

Road and Drainage Improvements of Jessan Subdivision

DATE: December 4, 2009
OWNER: Hidalgo County Precinct No. 3

CONSTRUCTION CONTRACTOR: **M Construction LTD** OF THE CITY OF **McAllen,** STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF: Border Colonia Access Project
Road and Drainage Improvements of Jessan Subdivision

CONTRACT # **CAP-09-131-05-05**
Located in or near the Hidalgo County Precinct No.3

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: **None**

2. That the sum of (0), deducted from the final payment of the **M Construction LTD,** is a fair and equitable settlement for the foregoing except work.

3. That **M Construction LTD,** has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That **M Construction LTD,** has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract: $46,783.02
   Present Amount of Contract: $40,626.15
   Total Amount of earned to Date: $40,626.15
   Less: previous payments: $36,563.53
   Authorized deductions: $ 0.00
   AMOUNTY OF FINAL PAYMENT: $4,062.62

6. That the final payment in the amount of (**$4,062.62**) is now due and payable.

CONCURERED BY:

M Construction LTD

By: _____

Hinojosa Engineering, Inc.

By: _____
Ricardo Hinojosa, P.E.

Hidalgo County

By: _____
Rene A. Ramirez, County Judge

APPLICATION FOR RELEASE OF RETAINAGE

A1-

To: Hidalgo County (OWNER)
From: M Construction LTD (CONTRACTOR)
Contract: CAP-09-131-05-05
Project: Road and Drainage Construction of Jessan Subdivision
OWNER's Contract No. CAP-09-131-05-05 ENGINEER's Project No. 06-367
For Work accomplished through the date of: 10/30/2009.

1.	Original Contract Price:		$ 46,783.02
2.	Net change by Change Orders and Written Agreements (+ or -):		$ (5,156.87)
3.	Current Contract Price (1 plus 2):		$ 40,626.15
4.	Total completed and stored to date:		$ 40,626.15
5.	Retainage (per Agreement):		
	0% of completed Work:	$ -	
	0% of stored material:	$ -	
	Total Retainage:		$ -
6.	Total completed and stored to date less retainage (4 minus 5):		$ 40,626.15
7.	Less previous Application for Payments:		$ 36,563.53
8.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 4,062.62

12.18.09

Accompanying Documentation:

REQ# 155030 P.O.# 630176
9-1311-206-00-000-021-0-000→$3,537.81
9-1203-206-00-000-606-0-000 $524.81

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 12-9-09 M. Construction LTD
CONTRACTOR
By:

State of TEXAS
County of Hidalgo
Subscribed and sworn to before me this 9th day of December, 2009

Yolanda M. Cisneros
Notary Public
My Commission expires: March 27, 2010

YOLANDA M. CISNEROS
Notary Public, State of Texas
My Commission Expires
March 27, 2010

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12-9-09 HINOJOSA ENGINEERING, INC
ENGINEER
By:

INVOICE RECEIVED BY: ON 12/10/09
GOODS/SERVICES RECEIVED BY: ON 12/10/09

M Construction, LTD	Contractor Name
October 30, 2009	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.: Retainage Release
Application Date:
Period To:
Engineer Firm: Hinojosa Engineering, Inc.

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Application No 1 & Final	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
CSJ# 2C1080350	Jessan Subdivision	$ 46,783.02	$ 40,626.15	$ 40,626.15	$ -	$ -	$ 40,626.15	$ -	$ 4,062.62	$ 36,563.53	$ 36,563.53	$ 4,062.62
		$ 46,783.02	$ 40,626.15	$ 40,626.15	$ -	$ -	$ 40,626.15	$ -	$ 4,062.62	$ 36,563.53	$ 36,563.53	$ 4,062.62

Estimate Quantity Update Worksheet
Jessan Subdivision
Colonia Access Program Project - Precinct No.3
CAP-09-131-05-05
Contractor: M Construction LTD

						RFP 1 & Final			Balance to Finish	
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Quantity	Dollars
Roadway										
100	Preparing ROW	4.26	STA	$600.00	$2,556.00	4.6	4.6	$2,760.00	0	$ -
134	Backfill	4.26	STA	$200.00	$852.00	4.26	4.26	$852.00	0	$ -
247	Flex Base (8")	294.49	CY	$28.00	$8,245.72	294	294	$8,232.00	0	$ -
262	Lime Trt for BS Crse	1,481.17	SY	$1.50	$2,221.76	1481	1481	$2,221.50	0	$ -
262	Lime (TY A Slurry), (TY B or TY C)	6.305	TON	$150.00	$945.75	6.3	6.3	$945.00	0	$ -
251	Reworking Base Material (DC) (TY D CL2)	294.49	CY	$6.50	$1,914.19	294.5	294.5	$1,914.25	0	$ -
502	Barricades, Signs & Traffic Handling	1.50	MO	$500.00	$750.00	1.5	1.5	$750.00	0	$ -
5249	Temp Sediment Control Fence	104.00	LF	$5.00	$520.00	104	104	$520.00	0	$ -
5249	Temp Sediment Control Fence (Remove)	104.00	LF	$4.00	$416.00	104	104	$416.00	0	$ -
506	Construction Exits (TY 2) (Install)	72.00	SY	$15.00	$1,080.00	72	72	$1,080.00	0	$ -
506	Construction Exits (TY 2) (Remove)	72.00	SY	$7.00	$504.00	72	72	$504.00	0	$ -
530	Turnouts (Asph-Conc.-Pav)	72.00	SY	$17.00	$1,224.00	72	72	$1,224.00	0	$ -
644	Small Road Sign Assm (Ty A)	0	EA	$450.00	$0.00	1	1	$450.00	0	$ -
Drainage										
464	RCP (CL III) (18")	84	LF	$22.00	$1,848.00	56	56	$1,232.00	0	$ -
464	RCP (CL III) (15")	272	LF	$18.00	$4,896.00	62	62	$1,116.00	0	$ -
467	Safety End Treatment	2	EA	$800.00	$1,600.00	2	2	$1,600.00	0	$ -
530	Driveways (Ty PRB-1) (ACP) (1")	315	SY	$15.00	$4,725.00	150	150	$2,250.00	0	$ -
530	Driveways (Ty PRB-1) (Concrete)	19	SY	$25.00	$475.00	22	22	$550.00	0	$ -
Alternate No.1										
310	Prime Coat (MC-30)	296.23	GAL	$7.00	$2,073.60	296.2	296.2	$2,073.40	0	$ -
340	Asphalt Concrete Pavment Type "D"	1,242.00	SY	$8.00	$9,936.00	1242	1242	$9,936.00	0	$ -
				TOTAL	$46,783.02		Totals:	$40,626.15	Totals:	$0.00

Roadway: $33,878.15 Roadway: $0.00
Drainage: $6,748.00 Drainage: $0.00

Totals to Date:
Roadway: $33,878.15
Drainage: $6,748.00
Total: $40,626.15

Prepared and Checked by: Signature: _____ Date: _____
Printed Name: Ricardo Hinojosa, P.E.